



1725 Territorial Road
Benton Harbor, MI 49022
Tel: (269) 925-0616
Fax: (269) 925-7134
www.bentonchartertownship.org

**Benton Charter Township
Request for Proposal
Water Operator Services**

Issued on October 30, 2024

Issued by the Township Board
Cathy Yates, Supervisor
Carolyn Phillips, Clerk
Debra Boothby, Treasurer
Rosie Hudson, Trustee
Linda Scarbrough, Trustee
Janice Avery, Trustee
Lemont Betts, Trustee

Request for Proposal Sections

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Section I: Request for Proposal Purpose and Schedule

Benton Charter Township is seeking proposals from qualified water operators to provide comprehensive water treatment. The selected operator will be responsible for ensuring the safe and efficient operation of our water treatment facilities systems in compliance with all relevant federal and state regulations, rules, and standards.

The following outlines the request for proposal schedule. All deadlines listed below are as of 3pm that day.

| Action/Deadline | Water Operator Services |
|---|--------------------------------|
| RFP Released | 10/30/2024 |
| Deadline to submit clarifying questions via email | 11/6/2024 |
| Virtual Meeting to provide answers to questions | 11/15/2024 |
| Deadline to submit proposals | 11/22/2024 |
| Virtual Interviews/Presentations, tentative | 12/2/2024 - 12/6/2024 |
| Board Approval | 12/17/2024 |
| Contract Start Date | 1/1/2025 |

Section II: Instructions to Bidders

It is the sole responsibility of the Bidder to ensure their proposal reaches the Township on or before the closing date and hour as indicated. Proposals submitted late or via oral means or by facsimile will NOT be accepted. Proposals postdated will constitute as late. All late Proposals will be rejected and destroyed after ten (10) calendar days, unless otherwise notified to return to the Bidder, at the Bidder's expense.

Each Bidder shall deliver by mail or in person at the Township Hall one (1) original Proposal and (3) three additional proposal copies in a sealed envelope. If the Bidder's office is greater than 1 hour from the Township Hall, electronic submissions can also be provided by email to the Township Comptroller at ben.brewer@rehmann.com. Please password protect the electronic document sent and send the password in a separate email. Mailed proposals can be submitted to the address below.

ATTN: Benjamin M. Brewer, CPA, Comptroller
RFP #UTL-2024-01 for Water Operator Services
Benton Charter Township
1725 Territorial Road, Suite B
Benton Harbor, MI 49022

In the event the Township Hall is closed due to unforeseen circumstances on the day proposals are due, proposals will be due at the same time on the next day that the Township Hall is open. Proposals must be clearly labeled, "RFP #UTL-2024-01 for Water Operator Services" and list Bidder's name and address. Upon receipt, the bid will be recorded. No immediate decisions will be rendered upon recording.

All communication with regards to this RFP shall go through the Township Supervisor or the Township Comptroller. Failure to comply with this may be grounds for disqualification.

Proposals shall meet or exceed all specifications herein, including the use of forms included in the RFP. All deviations from specifications, terms and conditions shall be clearly detailed on the Known Exceptions Specification Form; otherwise, it will be considered that items offered are in strict compliance with the specifications, and the successful Bidder will be held responsible thereof.

The Township assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of the contract and/or purchase order. The Township reserves the right to accept or reject any or all Proposals or alternative proposals, in whole or in part, with or without cause; to waive any informalities herein; or for reasons of establishing uniformity, to award the contract to other than the lowest Bidder in the sole discretion of the Township Board. If only one proposal is received in response to the RFP, a detailed cost proposal, if requested by Township, will be required of the single Bidder. A cost/price analysis and evaluation and/or review shall be performed of the cost proposal to determine if the price is fair and reasonable, including, but not limited to, the evaluation of specific costs and profits.

Acceptance and the offering of gifts, gratuities, or kickbacks from Bidders to Township elected officials, employees and their family members are strictly prohibited.

The Township may at their sole discretion request additional information or elect to conduct interviews with selected Bidders under active consideration. The Township is not obligated to provide all Bidders with such an opportunity. If it is discovered, prior to an award, that a proposal contains false, misleading, or otherwise inaccurate information, the proposal will immediately be disqualified. If it is discovered, after a contract has been executed, that the contractor had provided false, misleading, or otherwise inaccurate information, the contract may be terminated upon investigation by the Township Board.

Once Approved by the Township Board, the Township will notify all bidders via phone or email. The winning Bidder can request a debriefing conference within five (5) business days of the notice of award, limited to the evaluation, scoring, critique, and review of the bidder's proposal.

Protests may be served by an actual or prospective Bidder or contractor who may be aggrieved in connection with this solicitation or award of any contract resulting from this solicitation to the Township Supervisor at the Township Hall in writing. Protests must be submitted within seven (7) business days after award notice in writing.

Section III: General Contractual Terms & Conditions

Contractor is retained by Township only for the purposes and to the extent set forth in this Contract. Contractor's relation to Township shall only be that of an independent contractor. Both parties understand and agree that this Contract is not intended and shall not be construed to create an employment relationship between Township and contractor, its officers, employees, or agents.

Contractor shall at no time represent itself to be an employee or agent of Township, without written consent of the Township Supervisor, and shall not be considered as having employee status or being entitled to participate in any plans, arrangements or distributions of Township pertaining to or in connection with any fringe, pension, workers' compensation, unemployment or similar benefits for Township employees.

Contractor shall retain sole and absolute discretion in the methods and means of conducting Contractor's Activities and responsibilities under this contract, except to the extent specified herein.

The Township may terminate this Contract with or without cause upon thirty (30) days prior written notice to the Contractor. For purposes of this Contract, the term "Cause" shall mean: the failure by the Contractor to comply with any of the material terms of this Contract after being given written notice of such failure by Township and the failure to cure such condition, and provide a written response to Township detailing how it was cured and what steps are being taken to prevent the failure from occurring again, within fourteen (14) days after receipt of such notice. Contractor will be paid only that amount which has been incurred for work completed up to the date of termination. Contractor will not be eligible for any anticipatory profits or fees for future work beyond the termination date of this Contract.

All payments are conditioned upon properly documented proof of performance on an original Contractor invoice submitted by Contractor to Township detailing all amounts invoiced for services. Payment will be made no later than

thirty (45) days after receipt of said invoice. Invoices shall be submitted to Township Comptroller and Township Supervisor via electronic mail at ben.brewer@rehmann.com or cyates@bentonchartertownship-mi.gov. Contractor shall maintain all records and documentation regarding payment for at least three (3) years following the date of final payment under this contract.

All amounts paid to the Contractor under this contract will be reported to the Internal Revenue Service as required by law and Township will timely issue a Form 1099 to the Contractor. Except as otherwise specifically provided herein; each of the parties hereto shall pay its respective counsel fees, accounting fees, and other costs and expenses incurred in connection with the performance of this contract.

The information contained in the Request for Proposal is intended solely for internal use by the Bidder in its Proposal preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law. Further, any information obtained by Contractor, or any reports prepared or supplied (including information contained therein) to Township under the performance of the Services shall not be directly or indirectly disclosed by Contractor without the express written permission of Township Supervisor.

Bidder(s) will at no time make any news or advertising releases pertaining to the proposal document for any purpose without the prior written approval of, and in coordination with, Township Supervisor.

The proposals and supporting materials become the property of Township and are subject to public access according to the Michigan Freedom of Information Act, MCL 15.231 et. Seq.

The contract entered into by the parties shall consist of all parts of this Request for Proposal including specifications, drawings, addenda, Bidder's submitted proposal, purchase order, which all shall be referred to collectively as the Contract Documents. The Bidder shall submit all product and/or service warranties, and any maintenance or license agreements for all proposed equipment and services.

This Agreement shall not be construed to create any right or benefit for any person who is not a party to this Agreement. The relationship between the Township and the Bidder is that of independent contracting parties. It is not intended in any way to create a legal agency, partnership, joint venture, or employment relationship. The Bidder shall always maintain its independent status and both parties acknowledge that neither is an agent, partner, joint venture or employee of the other for any purpose.

Contractor shall be responsible for paying all applicable taxes and fees including but not limited to excise tax, federal and state and local income taxes, payroll and withholding taxes, unemployment taxes, and workers' compensation payments for its employees and shall indemnify and hold the Township harmless for all claims arising under such taxes and fees. The Bidder hereby agrees to comply with all applicable federal, state and municipal equal opportunity and nondiscrimination guidelines, regulations and executive orders, and covenants that neither the Bidder nor any of the Bidder's subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of sex, race, color, national origin, religion, height, weight, marital status, sexual orientation (subject to limitations of applicable law), age, or disability in its programs, services, activities or employment. Failure on the part of the Bidder to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for Township to revoke and otherwise terminate the contract and all obligations of the Township there under.

The Bidder guarantees: That all delivered material, equipment and/or service shall be as proposed. No substitutions will be accepted unless prior to delivery material/equipment has been inspected, found to be equal to the item(s) specified, and approved in writing by an Township representative; that all materials, products and service offered is standard, new, latest, model of regular stock product or as required by the specifications type of equipment or furniture offered; also

that no products/materials have been submitted or applied contrary to manufacturer's recommendations and standard practice.

Bidder agrees, at its sole cost and expense, to purchase, prior to the commencement of services, and maintain the following insurance coverages in the minimum amounts indicated for the entire duration of the contract. All coverage shall be with insurance carriers licensed and permitted to do business in Michigan and acceptable to Township.

- A. Commercial General Liability Insurance with limits of three million dollars (\$3,000,000) aggregate and not less than one million dollars (\$1,000,000) per occurrence for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage;
- B. Professional Liability Insurance (Errors & Omissions) of one million dollars (\$1,000,000) each occurrence;
- C. Workers' Compensation including Employer's Liability Coverage of one hundred thousand dollars (\$100,000) per occurrence for all employees engaged in services or operations under this Contract in accordance with state law;
- D. Automobile Liability with limits of one million dollars (\$1,000,000) each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned automobile coverages, as applicable.

To the extent that any insurance coverage required under this Paragraph is purchased on a "claims-made" basis, such insurance shall cover all prior acts of Bidder during the term of this Contract, and such insurance shall be continuously maintained until at least three (3) years beyond the expiration or termination of this Contract.

The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to the following address. If such insurance is not in force, Township may, at its option, terminate and cancel the contract.

ATTN: Benjamin M. Brewer, CPA, Comptroller
Benton Charter Township
1725 Territorial Road, Suite B
Benton Harbor, MI 49022

Bidder agrees to comply with all Federal, State, and local laws, rules, regulations, executive orders, and ordinances that may be applicable to the Bidder performance of its obligations under this contract. In the event the Contractor shall fails, neglects, or refuses to perform all services under this Contract, Township may perform or hire another contractor for such duties under the Contract and charge the Contractor, or deduct the difference in cost from subsequent payments. Bidder does not have the right to assign or subcontract all or any portion of this contract without the written approval of the Township Supervisor.

Contractor agrees to indemnify, defend, and hold harmless Township, its Board, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the:

- A. negligent act or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents;
- B. any breach of the terms of this Contract by Contractor; or
- C. any breach of any representation or warranty by Contractor, its officers, directors, employees, agents, successors or assigns under this Contract.

Contractor warrants that its performance of the Services under this Contract does not infringe on or violate any copyright patent, trade secret or other property interest of a third party. The Contractor shall obtain written permission to use any materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format, attributed to another (whether copyrighted or not) and proof of such written permission shall be submitted to Township with the work product of another proposed to be used by the Contractor. Contractor agrees to indemnify, defend and hold harmless Township, its Board, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all liabilities, damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against Township arising from any claims of violation of any copyright, patent or trade secret by any third party resulting from Contractor's or Township' use of any equipment, software, technology, documentation and/or any other materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format provided by Contractor under this Contract; provided that Contractor is notified in writing within thirty (30) days from the date the Township knew of such claim. Township retains the right to offset against any amounts owed Contractor hereunder or any such monies expended by Township in defending itself against such claims.

This Contract has been executed in the state of Michigan and shall be governed by and construed under the laws of the State of Michigan. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of the competent jurisdiction in Berrien County, Michigan.

The Bidder agrees that any/all of Bidder's owners, officers, directors and administrators, as well as any of Bidder's employees who are involved in this procurement and/or contracting process, shall disclose if they have a business or other relationship with any board member, administrator or employee of Township, or any family member of any board member, administrator or employee of Township, including, but not limited to an employment, service, or other ownership or business relationship. As used in this section, "family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse and includes these relationships as created by adoption or marriage. The Bidder shall execute the Notarized Conflict of Interest Disclosure Affidavit, attached hereto as Section VIII, and submit the same with its proposal.

Furthermore, Bidder represents and warrants to Township that if any owners, officers, directors, administrators of Bidder, or any employees of Bidder who are involved in this procurement and/or contracting process, establish any such business or other relationship with any board member, administrator or employee of Township, or any family member of any board member, administrator or employee of Township after being awarded the contract and during the term of the contract, Bidder shall immediately disclose the type and nature of such relationship to Township in writing. If, after such disclosure, Township cannot comply with applicable conflict of interest laws due to such relationship, Township shall have the right revoke its award of any contract to Contractor, if the contract has not been executed, or immediately terminate the contract and be entitled to any remedies provided in law or equity.

No member of Township Board, County, State or any officer, employee, or person whose salary is payable in whole or in part from the Treasury of the Township is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, services or any portion of the profits thereof to which it relates. If the Township, in its sole and absolute discretion, deems a conflict of interest exists under applicable laws, such may be grounds for disqualification.

Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013; an "Iran Linked Business" is not eligible to submit a bid on a request for proposal with a "public entity" (Township). The Act also requires that a person that submits a proposal in response to a Township request for proposal shall certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals issued by Township, and not just to construction projects. The Act defines an Iran Linked Business as:

- A. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran;
- B. A financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

If Township determines, using credible information available to the public, that a person or entity has submitted a false certification, Township shall provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice shall include information on how to contest the determination. The notice shall also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

All notices under this Contract shall be deemed to be adequate and sufficient notice if given in writing and delivered via a) registered or certified mail; or b) electronic mail. All notices sent by registered or certified mail should be sent to the following address. All notices sent by electronic mail shall be sent to the Township Comptroller at ben.brewer@rehmann.com.

ATTN: Benjamin M. Brewer, CPA, Comptroller
Benton Charter Township
1725 Territorial Road, Suite B
Benton Harbor, MI 49022

If any provision of the contract is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in anyway.

This Contract represents the entire understanding between the Township and the Bidder, and it supersedes all prior representations or agreements whether written or oral. Neither part has relied on any prior representations in entering into this Contract.

No waiver by a party of any default or nonperformance will be deemed a waiver of any subsequent default or nonperformance.

The Bidder shall provide all reasonably necessary reporting and documentation to permit Township to comply with applicable laws.

Section IV: Special Contractual Terms & Conditions

This is a one (1) year fixed contract with options to renew for an optional additional two (2) years in one (1) year increments, for a maximum of five (3) years in total.

Bidder acknowledges that the award for services and/or products under this solicitation is contingent upon the availability of funds. The Township may, in its sole discretion, unilaterally rescind, terminate, or modify a resulting contract at any time due to the non-availability of the funds. Township shall provide Contractor with notice of a change in anticipated funding within a reasonable time after Township receives such notice if Township intends to take unilateral action.

The scope of work is described as follows:

1. **Operation and Maintenance:** Daily operation and maintenance of water treatment plants systems, including review of operations data, evaluations, and recommendations.

2. **Compliance:** Ensuring compliance with all local, state, and federal regulations, including reporting and documentation, including monthly reporting to EGLE and Owner, and training plans for Township staff (ex. safety training).
3. **Emergency Response:** Providing 24/7 emergency response services for any water system issues.
4. **Water Quality Monitoring:** Regular testing and monitoring of water quality to ensure safety and compliance, including routine water plant sampling and laboratory analysis.
5. **Preventive Maintenance:** Implementing a preventive maintenance program to minimize downtime and extend the life of equipment, including determination of water works needs and development of specifications for supplies, equipment, and capital projects.
6. **Other Services:** As requested by the owner and in agreement with the operator.

Proposals will be evaluated based on the following criteria:

1. **Experience and Qualifications (25 points):** Relevant experience and qualifications of the company and key personnel.
2. **Technical Approach (25 points):** Understanding of the scope of work and proposed approach.
3. **Cost (35 points):** Cost-effectiveness of the proposal.
4. **References (15 points):** Feedback from references.

Section V: Contract Specifications

Number of Township Water Employees is currently 6.

The Township operates water and sewer systems for the entire charter township. Water systems are relied upon by the Township residents and businesses, but also by surrounding municipalities to support emergency response.

The Township is continuously improving water and sewer infrastructure with state programs like the Clean Water and Drinking Water Revolving Funds, in conjunction with the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

The Township collects fees for services to designated funds provided to support operations and capital investment, using rates from 2019 that will expire 12/31/2025. The Township recently finished a rate study to continue to support revenues for operations and capital investment.

The compliance requirements for water treatment plant operations are promulgated by the following authoritative guidance and statute:

- Michigan Safe Drinking Water Act, PA 399 of 1976, including EGLE regulations and administrative rules.
- Federal Safe Drinking Water Act, as amended, including EPA regulations and administrative rules.

The contractor must provide upon completion of the performance of this contract an annual report outlining recommendations for improvement of the Township's operations.

The contractor is expected to:

- Present recommendations to the Township board, preferably by a manager and partner.
- Provide assistance in implementing recommendations.
- Be fully informed on regulations or standards in developmental stages.
- Provide for continuity in the assignment of contractor staff, when feasible
- Ensure that contractor staff are properly trained, licensed, and supervised.
- Ensure that the work is properly planned, and upon request be willing to review this plan with the Township.
- Exercise professional judgement while performing work.
- Communicate regularly with the Township Supervisor, Comptroller, and other personnel as designated.

- The contractor must maintain a sufficient number of professional staff to provide adequate expertise and depth including certified water operators with a minimum of 6 years of experience in water treatment.
- Have a proven track record of compliance with regulatory requirements.
- Have a strong knowledge of water treatment processes and technologies.
- Be on call to provide 24/7 emergency response services, as scheduled in agreement with the Township.

Section VI: Bidder Requirements

Bidders shall provide a typed response to the following questions and submit as part of the proposal. The Bidders question responses shall follow the same order as listed below.

1. Office Location Responsible for Contract
2. Number of clients engaged for similar services in the last two years in the current and prior.
3. Describe the specific training supplied to licensed staff in the last two years.
4. Total number of licensed staff, at your company and at the responsible office. Including the number of licensed staff directly involved with a significant portion of similar work in the last two years.
5. Of the staff that would be assigned, what is the average number of years of experience.
6. List some of the best practice resources available to your company.
7. Provide a brief description of the other utility services your company has provided to other governments.
8. Provide at least 2 references from your company's past clients engaged for similar services in Michigan or a neighboring state. Include contact name, phone number, and email address, if available.
9. Provide profiles of the professional(s) responsible for the overall management of the contract (attach as an appendix). In addition, identify the field team and include resumes or bios for all those directly involved.
10. Complete the following forms which are attached to this RFP.

Conflict of Interest Disclosure Affidavit - See Section VIII

Known Exception to Specification Form - See Section IX

Iran Economic Sanction Form – See Section X

Certifications – See Section XI

IRS Form W-9 (not included, navigate too <https://www.irs.gov/forms-pubs/about-form-w-9>)

Section VII: Fee Proposal and General Bidder Information

Based upon the specifications outlined in the Request for Proposal, we propose to perform all services necessary to conduct water treatment operations for the Benton Charter Township for one year.

Year 1 Total Price_____

Company Name_____

Address _____

Phone _____

Website _____

Contact Name and Title _____

Contact Phone _____

Contact Email _____

Company Established (Year) _____

Taxpayer ID _____

Business Structure _____

Largest Contract Value (Last Year) _____

Annual Sales for the last three years, (\$MM) 2024_____ 2023_____ 2022_____

Number of Full Time Employees _____

The undersigned declares that he/she has carefully examined all requirements of this RFP, understands those requirements, and is duly authorized to submit this bid.

AUTHORIZED REPRESENTATIVE NAME AND TITLE _____

AUTHORIZED REPRESNTATIVE SIGNATURE _____

DATE SIGNED_____

.....

For Township Use Only

DATE RECEIVED_____

REVIEWED BY_____

REVIEWED DATE_____

Section VIII: Conflict of Interest Disclosure Affidavit

(Complete, notarize, and return this form with your proposal)

A sworn and notarized statement disclosing any conflict of interest that exists between the owner or any employee of the Bidder and any member of the Board of the Charter Township (Township) of Benton or an employee of the Township shall be accompanied with the proposal. Proposals without this disclosure statement will not be accepted. The current members of Township Board are shown listed below.

Cathy Yates, Supervisor
Carolyn Phillips, Clerk
Deborah Boothby, Treasurer
Rosie Hudson, Trustee
Linda Scarbrough, Trustee
Janice Avery, Trustee
Lemont Betts, Trustee

Further, the undersigned, owner or authorized officer of the Bidder hereby represents and warrants other than those disclosed below, no business or other relationship exists between any owner, officer, director or administrator of Contractor, or any employee of Contractor who is involved in this procurement and contracting process, and any board member, administrator or employee the Charter Township of Benton, including, but not limited to an employment, service, or other ownership or business relationship. Conflicts include those with family members, defined as a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage. Contractor further warrants and agrees that if any such relationship is established after submission of the Proposal or after entering into the contract with Township, Contractor shall immediately disclose the type and nature of such relationship to Township in writing.

| Owner or Employee | Related to | Relationship | Attach additional pages is needed. |
|-------------------|------------|--------------|------------------------------------|
| _____ | _____ | _____ | |
| _____ | _____ | _____ | |
| _____ | _____ | _____ | |

___ There is no conflict of interest that exists between the owner or any employee of the Bidder and any member of Township Board or an employee of the Township or their family members.

___ There is no conflict of interest that exists between the owner, officer, director or administrator of the Bidder, or any employee of Bidder who is involved in this procurement and contracting process, and any board member, administrator or employee of Township or their family members.

The undersigned, the owner or authorized representative of Bidder _____ does hereby represent and warrant that the disclosure statements herein contained are true.

Authorized Representative Name

Title

Signature

STATE OF MICHIGAN

)
) County Of _____

)
This instrument was acknowledged before me on the ____ day of _____, 20__ by _____
_____ County, Michigan

Notary Public

My commission expires _____ Acting in the county of _____

#UTL-2024-01

Section IX: Know Exceptions to Specifications Form

Bidder shall enter all exceptions to the specifications in this section to be considered by Charter Township of Benton. The Township has sole determination of accepting exceptions enter below.

(List out the exceptions)

Section X: Iran Economic Sanction Form

The undersigned, the owner or authorized officer of the below-named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in Charter Township of Benton's (Township) Request for Proposal, hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Township's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to provide a proposal on a Request for Proposal for three (3) years from the date it is determined that the person has submitted the false certification.

Contractor Name

Name and Title of Authorized Representative

Signature of Authorized Representative

Date Signed

Section XI: Certifications

Bidder hereby certifies the following by checking yes or no by each item.

| Yes | No | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Bidder has carefully read and examined all aspects of the RFP document(s). |
| <input type="checkbox"/> | <input type="checkbox"/> | Bidder has checked enclosed figures and is responsible for any errors/omissions. |
| <input type="checkbox"/> | <input type="checkbox"/> | Bidder attests that they've sought all answers to questions, without protest. |
| <input type="checkbox"/> | <input type="checkbox"/> | Bidder certifies they will comply with all federal and state laws and regulations. |
| <input type="checkbox"/> | <input type="checkbox"/> | Bidder represents all conflicts of interest have been disclosed. |
| <input type="checkbox"/> | <input type="checkbox"/> | Bidder understands this proposal is made without any previous agreements. |
| <input type="checkbox"/> | <input type="checkbox"/> | Bidder has not divulged or compared its proposal with other bidders or parties. |
| <input type="checkbox"/> | <input type="checkbox"/> | Bidder is not currently debarred, suspended or proposed from debarment. |
| <input type="checkbox"/> | <input type="checkbox"/> | Bidder is eligible to submit a proposal under the Iran Economic Sanctions Act. |

The Bidder certifies the information they have provided is correct and agrees to provide the scope of work in this Request for Proposal, including all terms and conditions, special provisions, specifications, addenda, questions and corresponding answers, and the proposal as set forth in these Contract Documents. The parties intend for this to become part of the final and complete agreement between Township and the Contractor.

Contractor Name

Name and Title of Authorized Representative

Signature of Authorized Representative

Date Signed

.....
For Township Use Only
ACCEPTANCE OF PRPOSAL – contract ratified by the Township Board on ____ day of ____.

| | | |
|------------------------------|-------------------------|----------------------------|
| _____ Township Supervisor | _____ Township Clerk | _____ Purchase Order No |
|------------------------------|-------------------------|----------------------------|