



# Ottawa County

## Request for Proposal 24-081

### Public Defender Services for Delinquency and Neglect/Abuse Cases

The County of Ottawa, on behalf of the 20<sup>th</sup> Circuit Court, is requesting proposals from experienced and qualified Attorneys to provide public defender services in juvenile delinquency cases, child welfare (neglect/abuse) cases, and related appellate cases as indicated within the context of this proposal.

By responding to this RFP, the Proposer agrees to perform in accordance with the terms and conditions set forth herein.

RFP Issue Date:	Monday, July 15, 2024
<b>Questions Deadline:</b>	<b>Friday, July 19, 2024</b>
Addendum Issuance:	Tuesday, July 23, 2024
<b>RFP Deadline:</b>	<b>By 2:00 PM (ET) Thursday, August 8, 2024</b>
Evaluation Timeline (Estimated):	August 9 to August 16, 2024
Intent to Award (Estimated):	Monday, August 19, 2024
Contract Start (Estimated):	Tuesday, October 1, 2024

RFP Administrator: Janice McLaren, Procurement Specialist, 616-738-4670,  
[purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org)

All requests for additional information or questions should be directed to the RFP Administrator.

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## Section 1: Information Summary

### General Information:

The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN), website at <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County of Ottawa's website located at <http://www.miottawa.org/Departments/FiscalServices/bids.htm>. Copies of proposal documents obtained from any other sources are not considered official copies, and may result in failure to receive addenda, corrections or other revisions that may be issued.

For purposes of this RFP, the term "Contractor," "Vendor," "Proposer," "Respondent," or "Bidder" are considered to have the same meaning, all referring to the person or company responding to this RFP. Additionally, the terms "County," "Client," "Court" or "Owner" refers to the County of Ottawa.

### Proposal Submission:

Proposals must be received by **2:00 PM (ET) on Thursday, August 8, 2024** . Proposals received after this time may not be considered. Proposals may be withdrawn at any time prior to the scheduled proposal deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP Deadline. Proposals should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work/services. Proposals will be reviewed to determine if submission requirements are met. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. Vendor assumes responsibility for meeting the submission requirements and addressing all necessary technical and operational issues to meet the project objectives.

All proposals must include completed, signed copies of all required attachments. Vendor assumes all risks associated with electronic submission (including possible technical issues). Proposals containing hyper-links to required response documents or required information (i.e. pricing, references etc.) may be disqualified. Attachments must be filled out in full and signed by an authorized Company representative.

### Proposal Response:

Proposal response must contain completed, signed copies of each of the following required attachments:

- ATTACHMENT A – COVER SHEET FOR PROPOSAL
- ATTACHMENT B – ATTORNEY REFERENCE INFORMATION
- ATTACHMENT C – PROPOSAL RESPONSE
- ATTACHMENT D – PROPOSAL PRICING FORM

Proposals will be accepted by e-mail submission only, as follows:

Respondents will submit an electronic response (preferably single-file PDF format) by e-mail to: [purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org) with subject line of: “RFP 24-081 PUBLIC DEFENDER SERVICES FOR DELINQUENCY AND NEGLECT ABUSE CASES.” The County can receive email attachments up to 25 megabytes. Proposal documents larger than 20 megabytes should be sent in multiple emails with subject line of: “RFP 24-081 – 1 of 2”, etcetera. It will be the Proposers’ responsibility to ensure that their proposal has been appropriately delivered and received.

### Modification:

Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer’s authorized representative. After the submission deadline, responses may not be modified or withdrawn without written consent of the County.

### Pre-Proposal Conference:

No pre-proposal conference scheduled.

### Questions:

Vendors may submit questions and requests for clarification relating to this RFP to the RFP Administrator by the stated deadline. Responses to all questions and inquiries received by the County will be issued in the form of an Addendum and posted on the MITN and the County’s website, as needed. Only answers to questions submitted prior to the submission deadline and released in the form of an Addendum will be considered official and final. Any remarks or explanations made by phone, email, or in-person will be considered draft and will be non-binding.

## Section 2: General Information

### Introduction and Background:

The 20th Circuit Court (here and after referred to as the “Court”) is soliciting formal proposals from qualified Attorneys or Law Firms. This RFP shall serve as a tool to formalize negotiations, to enter into a contract with a chosen provider, if any.

The Court’s intent is to award between five to ten contracts for a period of 24 months, i.e., FY2025, October 1, 2024-September 30, 2025, and FY2026, October 1, 2025-September 30, 2026, as determined by the successful completion of the stated objectives.

The contracts will be for services as outlined for Attorney(s) to Represent Children (Guardian Ad Litem) for Neglect/Abuse Cases; Attorney(s) to Represent Parents in Neglect/Abuse Cases ( Primary and Secondary Attorney(s)); Attorney(s) to Represent Juveniles in Delinquency, Designation and Waiver Cases and Attorney to handle Appeals Cases. It is the intention of the 20<sup>th</sup> Circuit Court to form two teams of attorneys for contracted services, possibly dividing each of these caseloads, with the potential exception of the Appeal caseload.

Attorney(s) are invited to submit proposals for full caseloads or alternatively may provide proposals for half caseloads for Attorney Guardian Ad Litem; Neglect/Abuse – Primary Attorney; Neglect/Abuse – Secondary Attorney or Attorney for Juvenile Delinquency cases. The Court reserves the right to contract with an attorney(s) for proposals as submitted for either full or half-caseloads.

After the expiration of these contracts on September 30, 2026, the contracts may be renewed on an annual basis for up to an additional two years if it is in the best interest of the parties. These contracts will not be enforced until the parties have agreed and signed as accepted.

The Attorneys selected will provide all legal representation necessary in assigned cases unless there is a conflict of interest. Typical services provided are as outlined and all services listed may not be applicable to all contracts. Attorneys are to reference RFP Scope of Services for additional information.

1. Preliminary hearings; adjourned preliminary hearings
2. Pre-trial Conferences
3. Trials and Pleas
4. Dispositional hearings
5. Review hearings
6. Oral arguments
7. Re-hearings

8. Appeals (including Title IV-E eligibility determinations and responses to parental appeals)
9. Termination hearings
10. Other hearings – Motions (including Consent Motions), Reimbursement, Show Cause, etc.
11. Foster Care Review Board meetings
12. Mileage and travel expenses
13. Overhead expenses
14. CLE, as required by MIDC standards.
15. Mediations, collateral court cases, trainings, etc.
16. Compliance with MCL 712A.17d

### Section 3: Scope of Services

The County of Ottawa, on behalf of the 20th Circuit Court, is soliciting formal proposals from experienced and qualified Attorneys or Law Firms to provide public defender services in juvenile delinquency cases, child welfare (neglect/abuse) cases, and related appellate cases.

#### A. Public Defender Services (Independent Contracts)

The 20th Circuit Court is soliciting proposals for public defender services. The Court intends to enter into two (2) year contracts for representation in juvenile delinquency, child welfare, and related appellate cases. Any pricing for services proposed will be for a flat fee, paid monthly for the duration of the contract, beginning October 1, 2024, and ending September 30, 2026.

For all contracts, it is essential that the Attorneys selected commit to giving these cases priority in their schedule. As the Courts move toward electronic record systems, contract attorneys are required to be able to send and receive court records electronically. The Attorney agrees to accept all pleadings and relevant case related documents via email at an established email address provided to the Court, or by other electronic means as directed by the Court. The Court retains the discretion to provide all pleadings and relevant case related documents electronically or in paper format.

The Court expects all Attorneys to make Court appointed cases a priority on any day. If unable to provide these services, due to illness, vacation, continuing education or other scheduling conflicts, the identified substitute attorneys shall represent clients as not to cause undue delays. Payment of any substitute attorney who serves for the convenience of the vendor is expected to be paid by the vendor.

In the event a substitute attorney is required, the Attorney will make reasonable efforts to notify the Court of the change prior to the scheduled appearance. The Attorney must notify the County Clerk's Office in writing prior to scheduled vacation so that substitute attorneys can be properly notified of scheduled hearings.

In the event the Attorney experiences a bona fide conflict of interest with an assigned case, the Attorney will notify the assigned judge in writing with a copy to the County Clerk's Office. The Court may appoint a conflict attorney and pay that attorney at the current hourly rate for court appointed counsel. Attorneys/Law Firms are invited to bid on one or more contracts.

The Attorney will present to the court each month a complete list of cases and hearings, which the Court will use for statistical record keeping and to maintain existing grant funding. Failure to regularly provide such records may result in suspension of payment until such time as the records are received.

To promote good communication and effective operations, the Attorney agrees to attend bi-annual contract attorney meetings with judges, referees and court staff.

The Court will pay for service fees and witness fees. Subpoenas will be handled as directed by the Court.

The available contracts are:

1. Attorneys to Represent Children (Guardian Ad Litem) for Neglect/Abuse Cases; anticipating two (2) contracts to be awarded under this Scope of Service
2. Primary Attorneys to Represent Parents in Neglect/Abuse Cases; anticipating two (2) contracts to be awarded under this Scope of Service
3. Secondary Attorneys to Represent Parents in Neglect/Abuse Cases; anticipating two (2) contracts to be awarded under this Scope of Service
4. Attorneys to Represent Juveniles in Delinquency, Designation and Waiver Cases; anticipating two (2) contracts to be awarded under this Scope of Service
5. Attorneys to Handle Juvenile Delinquency and Child Welfare Appeals anticipating one (1) or two (2) contracts to be awarded under this Scope of Service

## 1. Attorneys to Represent Children (Guardian Ad Litem) for Neglect/Abuse Cases

Current Hearing Schedule**	Monday - Friday
# of current active cases	65 (estimated number)
# of hearings handled by contract in FY2023	530 (estimated number)
Amount being paid for these services in FY2023	\$4,500.00 - \$5,300/month*
# of hearings handled by contract through May 2024	360 (estimated number)
Amount being paid for these services in FY 2024	\$4,500.00 - \$5,300/month*

SCOPE OF SERVICES: Legal representation for children in neglect/abuse proceedings. Legal services will include, but not necessarily be limited to, the following court appearances and all out of court preparation therefore:

1. Preliminary hearings; adjourned preliminary hearings
2. Pre-trial Conferences
3. Trials and Pleas
4. Dispositional hearings
5. Review hearings
6. Re-hearings
7. Appeals (including Title IV-E eligibility determinations and responses to parental appeals)
8. Termination hearings
9. Other hearings – Motions, Reimbursement, Show Cause, etc.
10. Foster Care Review Board meetings
11. Mileage and travel expenses
12. Overhead expenses
13. CLE, as required by MIDC standards.
14. Compliance with MCL 712A.17d, including but not limited to meeting with the child prior to scheduled trials and review hearings.

\* Amounts provided above were dependent on availability of grant funds

\*\* All hearing schedules are subject to change based on scheduling conflicts or other necessary adjustments. For all contracts, it is essential that the attorney selected commit to giving these cases priority in their schedule.



2. Primary Attorneys to Represent Parents in Neglect/Abuse Cases

Current Hearing Schedule**	Monday - Friday
# of active cases at this time	39 (estimated number)
# of hearings handled by contract in FY 2023	392 (estimated number)
Amount being paid for these services in FY 2023	\$5,250.00 - \$5,750.00/month*
# of hearings handled by contract through May 2024	230 (estimated number)
Amount being paid for these services in FY 2024	\$5,250.00 - \$5,750.00/month*

SCOPE OF SERVICES: Neglect/Abuse – Primary Legal representation for parents in neglect/abuse proceedings. Legal services will include, but not necessarily be limited to, the following court appearances and all out of court preparation therefore:

1. Preliminary hearings; adjourned preliminary hearings
2. Pre-trial Conferences
3. Trials and Pleas
4. Dispositional hearings
5. Review hearings
6. Re-hearings
7. Termination hearings
8. Other hearings – Motions, Reimbursement, Show Cause, etc.
9. Mileage and travel expenses
10. Overhead expenses
11. CLE, as required by MIDC standards.

\* Amounts provided above were dependent on availability of grant funds

\*\* All hearing schedules are subject to change based on scheduling conflicts or other necessary adjustments. For all contracts, it is essential that the attorney selected commit to giving these cases priority in their schedule.

3. Secondary Attorneys to Represent Parents in Neglect/Abuse Cases

Current Hearing Schedule**	Monday - Friday
# of active cases at this time	35 (estimated number)
# of hearings handled by contract in FY 2023	323 (estimated number)
Amount being paid for these services in FY 2023	\$4,000.00 - \$4,400.00/month*
# of hearings handled by contract through May 2024	179 (estimated number)
Amount being paid for these services in FY 2024	\$4,000.00 - \$4,416.66/month*

SCOPE OF SERVICES: Neglect/Abuse – Secondary Legal representation for parents in neglect/abuse proceedings. Legal services will include, but not necessarily be limited to, the following court appearances and all out of court preparation therefore:

1. Preliminary hearings; adjourned preliminary hearings
2. Pre-trial Conferences
3. Trials and Pleas
4. Dispositional hearings
5. Review hearings
6. Re-hearings
7. Termination hearings
8. Other hearings – Motions, Reimbursement, Show Cause, etc.
9. Mileage and travel expenses
10. Overhead expenses
11. CLE, as required by MIDC standards.

\* Amounts provided above were dependent on availability of grant funds

\*\* All hearing schedules are subject to change based on scheduling conflicts or other necessary adjustments. For all contracts, it is essential that the attorney selected commit to giving these cases priority in their schedule.

4. Attorneys to Represent Juveniles in Delinquency, Designation and Waiver Cases

Current Hearing Schedule**	Monday – Friday
Estimated # of cases and clients at this time	126 cases; 80 clients
# of hearings handled by contract in FY 2023	476 (estimated number)
Amount being paid for these services in FY 2023	\$4,000.00/month
# of hearings handled by contract through May 2024	399 (estimated number)
Amount being paid for these services in FY 2024	\$4,000.00/month

SCOPE OF SERVICES: Legal representation for children in juvenile delinquency proceedings. Legal services will include, but not necessarily be limited to, the following court appearances and all out of court preparation therefore:

1. Preliminary hearings; adjourned preliminary hearings
2. Pre-trial Conferences
3. Trials and Pleas
4. Dispositional hearings
5. Review hearings
6. Re-hearings
7. Other hearings – Motions (including Consent Calendar motions), Reimbursement, Show Cause, etc.
8. Mileage and travel expenses
9. Overhead expenses
10. CLE, as required by MIDC standards.

\*\* All hearing schedules are subject to change based on scheduling conflicts or other necessary adjustments. For all contracts, it is essential that the attorney selected commit to giving these cases priority in their schedule.

5. Attorneys to Handle Juvenile Delinquency and Child Welfare Appeals

Current Hearing Schedule:	As required
# of appeals handled by contract in FY 2023	8 (estimated number)
The amount being paid for these services in FY 2023	\$950.00 - \$1,150.00/month*
# of appeals handled by contract through May 2024	5 (estimated number)
Amount being paid for these services in FY 2024	\$950.00 - \$1,150.00/month*

SCOPE OF SERVICES: Legal representation for children in juvenile delinquency proceedings. Legal services will include, but not necessarily be limited to, the following court appearances and all out of court preparation therefore:

1. Preliminary file review and pleading preparation
2. Oral arguments
3. Mileage and travel expenses
4. Overhead expenses
5. CLE, as required by MIDC standards

\* Amounts provided above were dependent on availability of grant funds

\*\* All hearing schedules are subject to change based on scheduling conflicts or other necessary adjustments. For all contracts, it is essential that the attorney selected commit to giving these cases priority in their schedule.

## B. Attorney Qualifications

The Attorney must meet the minimum qualifications listed below to be considered for the award of the contract.

- A. The Attorney must be licensed to practice law in the State of Michigan and be a member in good standing with the State Bar of Michigan.
- B. The Attorney must have the qualifications and experience to provide public defender services in juvenile delinquency or child welfare or related appellate cases.
- C. The Attorney must be able to dedicate the time necessary for scheduled court appearances and to meet with clients outside of court hearings, as necessary.
- D. The Attorney, including all employees, officers, or agents of the Attorney, who shall provide services on site at the Court must successfully pass background checks by the Ottawa County Sheriff's Office.
- E. The Attorney must have the ability to accept and transmit necessary court documents and reports electronically.
- F. The Attorney must have two approved back-up attorneys, who meet the above qualifications and are able to fully cover for the Attorney in the event of any scheduling conflict. Payment of any back-up attorney is the responsibility of the primary contract Attorney.
- G. The Attorney, upon request, shall provide a certificate of insurance with the County of Ottawa as named insured and for the all the required coverages.

## C. Pricing and Invoicing

Any pricing quoted as part of the cost proposal response to RFP 24-074 must remain firm for the life of the contract. Pricing quoted to be complete for all services required to accomplish the stated requirements of public defender services. Invoices shall be submitted on a monthly basis and in accordance with agreed upon pricing and in a timely manner.

## Section 4: Proposal Selection and Award Process

Proposals will first be reviewed to determine if mandatory submission requirements are met. Failure to meet any mandatory submission requirements may result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information will be considered non-responsive. Attorney(s) assume responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFP.

An Evaluation Committee(s) will be established by Fiscal Services and the 20<sup>th</sup> Circuit Court to review the proposals and to make recommendations for contract award(s).

A Proposer may not contact any member of the Evaluation Committee except at the RFP Administrator's direction. Purchasing will notify vendors of relevant steps and status throughout the evaluation process.

Proposals will be evaluated based on the following criteria:

- A. **RESPONSIVENESS TO RFP FOR PUBLIC DEFENDER SERVICES** – The Attorney shall provide responses to all requests for information (Attachment C) in their proposal response.
- B. **EXPERIENCE AND QUALIFICATIONS** – The Attorney must have professional experience and qualifications for the services described herein. Specifically, the requisite legal knowledge and abilities to effectively represent assigned clients in juvenile delinquency and/or child welfare cases.
- C. **CAPACITY/AVAILABILITY** – The Attorney's capability to accomplish potential assignments with his/her present work force.
- D. **COST PROPOSAL** - Costs will be complete for all services required to accomplish the stated requirements of each public defender services that is being quoted. Cost proposals must be submitted using Attachment D – Proposal Pricing Form.

As part of the proposal evaluation process, the finalist vendor(s) may be invited to attend an in-person or virtual interview. The County reserves the right to interview any number of qualifying vendor(s) as part of the evaluation and selection process. The County reserves the right to award a contract without an interview, as determined in the best interest of the County.

The County of Ottawa reserves the right to select and subsequently recommend for award the proposal that best meets its required needs, quality levels, and budget constraints. The lowest priced proposal response does not guarantee recommendation for contract award.

An Intent to Award will be issued and all Attorneys will be notified. The Court reserves the right to negotiate with the selected Attorneys, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

If a successful agreement cannot be executed, the Court reserves the right to proceed with contract negotiations with the other responsive, qualified Attorneys to provide service as referenced under negotiation process.

Prior to execution of any final agreement, the Evaluation Committee shall make a recommendation of award and request approval of the Chief Judge.

## Section 5: Contract Terms, Period, Procedures and Use

The contract shall be between the 20th Circuit Court, known as the "Court" and the successful proposer known as the "Attorney." Responses to this RFP should be based upon the stated initial terms of the agreement and be mutually agreed upon by the Court and the Attorney. It is anticipated that the contract period will begin on October 1, 2024, and end on September 30, 2026. After the expiration of these contracts on September 30, 2026, the contracts may be renewed on an annual basis for up to an additional two years if it is in the best interest of the parties.

This contract will not be enforced until both parties have agreed and signed as accepted. The Attorney must execute and perform said Agreement.

The proposal, or any part thereof, submitted by the awarded vendor may be attached to and become part of the contract. Proposal pricing reflects a commitment to the terms indicated. As part of the contract negotiation process, the County reserves the right to delete or modify any task from the scope of services and reserves the right to modify the scope of services during the course of the contract. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County.

In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the other responsive, qualified vendors to provide service as referenced under the negotiation process.

The successful Attorney(s) shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed in the form of a purchase order from the County. Attorneys will make a good faith effort to transfer

cases and files, as necessary. All requirements of this RFP will be incorporated by reference unless otherwise noted in the final negotiated contract. Any final contract structure resulting from this RFP may be subject to negotiation and the required approvals by the Court.

All proposers are notified that the Court reserves the right to delete or modify any task from the Scope of Services at any time during the bid process. The Court reserves the right to modify the scope of services during the contract. Such modifications may include adding or deleting any tasks this project will encompass and /or any modifications deemed necessary.

Any changes in pricing or payment terms proposed by the Attorney resulting from the requested changes are subject to acceptance by the Court. All Attorneys are notified that contracts are contingent upon Federal, State, and local appropriations

This contract is for use only by the County, including departments, agencies, or courts of the County of Ottawa.

## Section 6: RFP Terms and Conditions

By submitting a response, vendors confirm that they have read and will comply with the solicitation and all specified RFP terms and conditions listed below.

### Cancellation of RFP:

The County may, at its discretion and if in the best interest of the County, cancel any proposal or request for proposal or other solicitation in whole or in part. The RFP Administrator will notify vendors of any cancellation.

### Confidentiality:

All responses in entirety, produced by the Proposer, that are submitted to the County will become property of the County and may be considered public information under applicable law. Michigan FOIA requires the disclosure, upon request, of all public records; therefore, confidentiality of information submitted in response to this RFP is not assured.

### Incurred Expenses:

The County will not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to the execution of an agreement. This includes any legal fees for work performed or representation by the proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.



### Independent Contractor:

The awarded vendor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Ottawa County. The vendor will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant, or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

### Laws:

This RFP and subsequent contract will be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein will so comply. All persons providing goods and/or services to Ottawa County will comply with all applicable local, State and Federal laws, rules and regulations specifically including, but not limited to, State of Michigan Executive Orders.

### Ownership of Data:

All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to any agreement resulting from this RFP, will become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data will be delivered to the County or its designee upon completion of any work performed or at such other times as the County or its designee may request.

### Proposal Acceptance, Rejection, and Withdrawal:

The County also reserves the right to accept or reject any and all proposals submitted if in the best interest of the County.

The County reserves the right to negotiate with the Proposer(s) within the scope of the RFP. The County further reserves the right to award the contract to more than one Vendor, if in the best interest of the County to provide adequate delivery, services, and/or product availability. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation.

The County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Vendor an advantage or benefit not afforded to other Vendors. The County may waive any non-material requirements.

The County reserves the right to reject any or all proposals, or any part thereof; and to waive any minor defects in the proposals if this is to the advantage of the County. The County's waiver of a minor defect will in no way modify the RFP document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

After the proposal deadline, proposals may not be withdrawn without the written consent of the County. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP deadline. Any fees proposed are considered firm and cannot be altered.

#### Retained Rights:

The County reserves the right to use ideas presented in reply to this process notwithstanding selection and rejection of proposals and/or bids. The County reserves the right to make changes to and/or withdraw this request at any time.

#### Subcontractors:

Since the contract is made pursuant to the proposal submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor will not sublet or assign the contract, nor will any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

### Section 7: General Terms and Conditions

By submitting a response, the Vendors confirm that they have read and will comply with all the general terms and conditions listed below.

#### Conflict of Interest:

By submission of a response, the Proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest."

### Debarment and Suspension:

The Vendor has certified to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

### Default

If Vendor defaults on the resulting contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend vendor from receiving future solicitations.

### Equal Employment and Opportunity:

Every contract or purchase order issued by the County is entered into under provisions requiring the contract, subcontractor or vendor not to discriminate against any employee or applicant for employment because of his/her race, religion, sex, color, national origin, height, weight, familial status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The vendor and their subcontractors, as required by law, will not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, familial status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

The Vendor will adhere to applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

Force Majeure:

Neither party to the resulting agreement will be held responsible for delay or default caused by fire, flood, civil disobedience, court order, labor dispute, acts of God and/or war which is beyond that party's reasonable control. If either party is unable wholly or in part to carry out its obligations under any resulting agreement, then such party will give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event. Such non-performance will not constitute grounds for default.

Indemnification:

Vendor agrees to indemnify, defend, and hold harmless the County and its officials, officers, employees, volunteers, and agents from and against any and all liability, claims, judgments, losses, damages, payments, costs and expenses, including attorney's fees, arising out of or in any way related to the Vendor's performance of services related any Contract agreed to as a result of the RFP, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of the Vendor, its employees, agents or subcontractors.

Insurance:

Vendor, upon request, agrees to provide proof of the following insurance coverages, where applicable, including certificate(s) of insurance, endorsements and provisions, entitled as Vendor Insurance Requirements: Commercial General Liability; Workers' Compensation; Employers' Liability; Automobile, Umbrella/Excess Liability, Professional Liability, Privacy and Security Liability (Cyber Security) and Medical Malpractice. Coverage limits are to be statutory and, if no statute applies, are to be at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate except Umbrella/Excess Liability coverage limits shall be at least \$5,000,000 for each occurrence of accident, products-completed operations aggregate, and general aggregate. These coverages shall protect the Vendor and the County and their respective representatives against any and all claims arising out of or related in any way to the work performed or the products provided. The County and its elected officials, officers, employees, agents, and volunteers are to be additional insureds and a thirty-day notice is required to the County in the event of coverage termination.

Iran Linked Business:

Pursuant to State of Michigan, Iran Economic Sanctions Act, 2012 P.A. 517, MCL 129.311 seq., the Vendor certifies, under civil penalty or false certification, that it is fully eligible to do so under law and that it is not an “Iran linked business.”

Material Safety Data Sheets:

All County purchases require a Material Safety Data Sheet (MSDS) where applicable in compliance with MIOSHA “Right to Know” Law. Vendor will forward all relevant Material Safety Data Sheets to the designated County Representative upon request.

Payment Terms:

Payment terms will be Net 30 unless otherwise mutually agreed upon by all parties.

Right to Audit:

The Vendor will maintain such financial records and other records as may be prescribed by Ottawa County or by applicable federal and state laws, rules, and regulations. The Vendor will retain these records for a minimum period of three years after final payment, or until they are audited by the County of Ottawa, whichever event occurs first. These records will be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by Ottawa County, its designees or other authorized bodies.

Safety:

All Vendors and Subcontractors performing services for the County are required to and will comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Vendors and Subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around work site area under this Contract.

Tax Exempt Entity:

The County is exempt from Federal Excise and State Sales Tax. Do not include such taxes in the proposal. The County will furnish the successful proposer with tax exemption certificate when requested.

Warranty:

The vendor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for the intended use. The awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.