

**Energy Cooperative – State of Michigan & Other Public Entities  
Gas Supply Requirements  
Beginning August 1, 2005**

**SELLER Qualifications Proposal Requirements**

- The State of Michigan, Department of Management and Budget, Acquisition Services (State) seeks to purchase gas supply for the energy cooperative consisting of the State, universities, community colleges, cities, counties, and K12 public schools. The State may, per Act Number 431 of the Public Acts of 1984, include cities, villages, counties, townships, school districts, intermediate school districts, nonprofit hospitals, institutions of higher learning, and community or junior colleges in the energy cooperative.
- The cooperative group is currently scheduled to purchase 30,000 MMBtu per month delivered to the Consumers Energy Company (CEC) service territory for a four year term beginning August 1, 2005. The SELLER will be required to nominate the gas supply into the Consumers Energy Company distribution system.
- The cooperative group may utilize the Qualified SELLERS listing to purchase additional gas volumes in the future and perhaps to provide gas management services such as forecasting, nominating, and balancing into any of the natural gas distribution systems within Michigan (DTE Energy, Consumers Energy, Acquila-Networks-MGU, and SEMCO).
- The Qualified SELLERS will be sent price bid documents to submit price quotes. By submitting price quotes, the Qualified SELLER will be required to sign the bid document in acknowledgement of the State of Michigan BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS and the incorporated exhibits.

**Section 1: The Process**

The purchase of gas supply for a four-year term beginning August 1, 2005 will be evaluated in a two-step process: first on qualifications and then on a price bid. The contract will be awarded to the SELLER offering the best value.

Completed Qualification Packages are due June 15th.

Qualified SELLERS will be notified verbally (followed by written confirmation) by June 27th. A copy of the State of Michigan BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS and the incorporated exhibits will be included with the written confirmation.

A pre-price bid meeting with Qualified SELLERS will occur on approximately July 8th. A Price Quote package (1) the Price Quote Form and (2) the details for submitting the price quotes (that is time, date, and format) will be clearly defined in the package. During the pre-price bid meeting, the State of Michigan BASE CONTRACT and its associated exhibits will be discussed.

Each Qualified SELLER will be required to sign the Price Quote Form in acknowledgement of the State of Michigan BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS and the incorporated exhibits. The State's contract will be the governing document. The Price Quotes will be reviewed in minutes and the contract awarded verbally followed by an e-mail confirmation shortly thereafter. The submission of the Price Quotes and the award of the gas supply contract are scheduled to be completed no later than **July 21, 2005** with the first day of gas flow on **August 1, 2005**.

## **Section 2: Seller Qualifications Proposal**

A SELLER's response shall consist of a Transmittal Letter and a SELLER Qualifications Proposal. SELLERS are to submit an original letter and 12 (twelve) copies of the SELLER Qualifications Proposal. The format and content of a response shall be as follows:

### 1. Transmittal Letter

A person authorized to bind the proposed SELLER shall sign the transmittal cover letter. If the proposed SELLER:

- (a) Is a corporation the transmittal letter shall be signed by a corporate officer (or other person authorized by a duly adopted board of directors resolution or delegation to the individual signing) indicating the individual signing is authorized to bind the corporation; or
- (b) Is a Limited Liability Partnership (LLP), the General Partner of the LLP shall sign the transmittal letter; or
- (c) Is a Limited Liability Company, the transmittal letter shall be signed by the manager if the LLC is non-owner managed or by a member if member managed; or
- (d) Is a general partnership or is a joint venture; the transmittal letter shall be signed by a general partner or venture partner.

If any of the above are corporations (i.e., if a Corporate General Partner), then the authorization is as specified for any corporation. For any forms of entity other than a corporation, the SELLER should provide documentation describing the nature of the entity confirming the ability of the person signing to bind the proposed SELLER. The name and title of the individual signing the Transmittal Letter must be typed immediately below the signature, as in the following example:

SIGNATURE: \_\_\_\_\_  
TYPED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_

### 2. Details For the SELLER Qualifications Proposal Package

The SELLER must complete and submit the information requested in the SELLER Qualifications Proposal, and Article 3 Documents (see the attached forms). The SELLER may provide additional written information to discuss, support and document SELLER's qualifications. It is recommended that SELLERS submit more than the minimum required references to ensure that the reviewers have adequate reference confirmations. The package also needs to include information that demonstrates the organization's ability to purchase risk management tools in the marketplace.

### 3. Pre Qualifications Meeting

A pre-qualifications meeting is not scheduled. Questions from SELLERS regarding this Qualification Proposal Requirements must be submitted to the buyer, in writing, and must arrive in Acquisition Services not later than three (3) State business days prior to the Pre Qualification Package due date. Written answers to questions that change or substantially clarify the Qualifications Proposal Requirements will be issued as an addendum and will be provided to all prospective SELLERS. Acquisition Services will respond to telephone inquiries. Acquisition Services does not commit to answering questions received during the last three (3) State business days prior to the due date.

**Section 3: Response Submittal**

**SELLER Qualifications Proposal Package must be received at the following address no later than 3:00 p.m. Eastern Standard Time on June 15, 2005.**

**State of Michigan  
Department of Management & Budget  
Acquisition Services  
2<sup>nd</sup> Floor, Stevens T Mason Building  
530 West Allegan Street  
Lansing, Michigan 48933**

**Attn: Tony Des Chenes**

**Telephone: 517-373-9417  
Fax: 517-335-0046  
E-mail: deschenesA1@michigan.gov**

The SELLER Qualifications Proposal Package may be mailed, hand-delivered, e-mailed, or delivered via fax. However, if electronic transmission is used, a signed original of the transmittal letter must be received no later than **June 15<sup>th</sup>** \_\_\_\_\_ or the Proposal will be disqualified. Timely receipt of Proposals by Acquisitions Services is the sole responsibility of the SELLER. Any SELLER Qualifications Proposal package received after the deadline will not be accepted.

**Section 4: Selection Criteria**

The selection process is established to identify those SELLERS that can satisfy both the experience and financial requirements of the energy cooperative.

Each contractor will be rated with either a Pass or Fail designation. Those SELLERS that are determined to be qualified will be notified by approximately **June 27<sup>th</sup>** \_\_\_\_\_.

The following information will be considered in determining the acceptability of a vendor:

- (a) 36 months experience in the Michigan area with customers of similar size and load pattern
- (b) Financial strength to support four months winter usage at current market rates; physical assets and strength to support business continuity within Michigan for the upcoming four years.
- (c) Demonstrate the ability to purchase risk management tools
- (d) Historical past performance with the State as a contract vendor (if applicable)
- (e) Michigan based business status, per Article 3, Section 3.057

**QUICK PAYMENT TERMS**

The State of Michigan is interested in payment terms that reflect cost savings to the State based on an accelerated payment process. SELLERS shall discuss quick payment terms that they are offering to the State (i.e. \_\_\_\_\_% discount off invoice if paid within \_\_\_\_\_ days). This will be one

factor considered in a best value award decision.

## SELLER Qualifications Proposal

**Company Name** \_\_\_\_\_

**Contact Person** \_\_\_\_\_

**Contact Person's Title** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**Company Website** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**City, State, and Zip Code** \_\_\_\_\_

[If a Michigan office is not listed here, please document your office presence in the state)

**Business Classification** (circle the appropriate classification)

Corporation  
S-Corporation  
Other \_\_\_\_\_

Limited Liability Corporation  
Partnership/Joint venture

**DUNS Number** \_\_\_\_\_

### Financial Information

(1) Credit Rating

Please provide the current credit rating from one or more of the following three firms:

Standard & Poor's  
Fitch's Rating  
Moody's Rating

(2) Financial Documents

Please provide the following

:

Audited Financial Statements for the last two years  
10K Report for the most recent year-end  
Most Recent Annual Report

(3) Lawsuits

Supplier represents and warrants that there are no claims, disputes, actions, suits, proceedings or investigations pending or threatened against or affecting the Supplier by any governmental agency or any person that would restrain or prevent Supplier from fulfilling its obligations contemplated by this Contract or that might materially affect the Supplier's ability to fulfill its obligations contemplated by this Contract.

Yes [            ]                      No [            ] (please initial)

If the answer to the above is other than an unqualified "Yes", please provide an explanation and copies of any and all relevant materials. If the answer to the above is other than an unqualified "Yes", this will result in a disqualification of the bidder, provided however, DGS reserves the right to review materials provided and may in its discretion, waive the requirement of this representation.

If any of the financial statements or the credit rating is from a parent company of the Supplier making this application, please provide the information below:

Parent Company Name \_\_\_\_\_

Parent Company Address \_\_\_\_\_

\_\_\_\_\_

**Customer References in Michigan (minimum of 3)**

Customer Organization \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Years Providing Service \_\_\_\_\_  
Annual Deliveries \_\_\_\_\_  
Services Provided \_\_\_\_\_

Customer Organization \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Years Providing Service \_\_\_\_\_  
Annual Deliveries \_\_\_\_\_  
Services Provided \_\_\_\_\_

Customer Organization \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Years Providing Service \_\_\_\_\_  
Annual Deliveries \_\_\_\_\_  
Services Provided \_\_\_\_\_

Customer Organization \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Years Providing Service \_\_\_\_\_  
 Annual Deliveries \_\_\_\_\_  
 Services Provided \_\_\_\_\_

Gas Supply Information

Number of years delivering gas in Michigan \_\_\_\_\_

Have you provided the following services to customers in Michigan during the past three years?

Nominations, Scheduling, & Balancing	Yes	No
End-User Storage	Yes	No
Index Pricing	Yes	No
Fixed Prices	Yes	No
NYMEX Trigger Pricing	Yes	No
Price Floors, Caps, & Collars	Yes	No
Swaps	Yes	No
Cross-Commodity Pricing	Yes	No

	2002	2003	2004
Number of Customers			
Annual Gas Deliveries (MMBtu)			

Do you have long-term access to reserves or gas supply contracts that could be made available to the energy cooperative during the time period July 2005 through June 2008? [If "yes", what are the generic locations of your supplies?]

Yes No

Do you have access to or control long-term interstate pipeline capacity for delivering gas to MI or Michigan Production that could be used to deliver gas during the time period July 2005 through June 2008?

Yes No

Supplier must be currently qualified to do business in Michigan. Are you currently a corporation in good standing with the office of the Michigan Department of Consumer & Industry Services?"

Please provide a copy of the certificate.

**Call Center Disclosure** Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this contract. Please state your call center location here:

\_\_\_\_\_.

**Corporate Organization** Include organization chart that shows relationship between you and parent company if one exists.

**By signing below, the SELLER warrants that all information presented in this SELLER Qualifications Proposal is true and correct.**

Company \_\_\_\_\_

Signature \_\_\_\_\_

Typed Name & Title \_\_\_\_\_

Date \_\_\_\_\_

**Article 3 – Certifications and Representations**

Vendor must complete this section and submit with their bid or proposal. Failure or refusal to submit any of the information requested in this section may result in the Vendor being considered non-responsive and therefore ineligible for award consideration. The State may also pursue debarment of a Vendor that fails or refuses to submit any of the requested information. Unless otherwise stated, information in Article 3 will not be used in evaluating Vendor's response.

If Vendor has previously submitted information in response to this Article within the last year as the Contractor for a signed Contract with the State (check the appropriate block):

Submitted to State on \_\_\_\_\_, which is incorporated by reference, and are current, accurate, and complete as of the date of the Vendor's bid response, except as follows (insert "none" if not applicable):

\_\_\_\_\_

Enclosed is annual certifications and representations

**3.010 Introduction**  
**3.011 Bidder Identification**

Vendor Name: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_ (TIN or social security number)

DUNS Number: \_\_\_\_\_

Vendor is not required to have a DUNS number, but if Vendor does have one it must be listed.

**3.012 Changes to Information**

If any of the certifications, representations, or disclosures indicated in this document change during consideration of the Vendor's responses or after awarding of a contract, the Vendor is required to report those changes immediately to the Department of Management and Budget, Acquisition Services.

\_\_\_\_\_ (Initial)

**3.013 False Information**

If it is determined that a Vendor purposely or willfully submitted false information, the Vendor will not be considered for award, the State will pursue debarment of the Vendor, and any resulting Contract that may have been established will be terminated. If the State finds that grounds to debar exist, it shall send notice to the Vendor of proposed debarment indicating the grounds for proposed debarment and the procedures for requesting a hearing. If the Vendor does not respond with a written request for a hearing within twenty (20) calendar days, the State shall issue the decision to debar without a hearing. The debarment period may be of any length up to eight (8) years. After the debarment period expires, the Vendor may reapply for inclusion on Vendor lists through the regular application process. Authority given by Executive Order 2003-1.

**Vendor may review the State's debarment policy at:** [www.michigan.gov/doingbusiness](http://www.michigan.gov/doingbusiness) (click on the link to Debarment Policy)

\_\_\_\_\_ (Initial)

**3.020 Representations**

**3.021 Reserved**

**3.022 Use Tax**

Vendors (and their affiliated organizations) that are awarded contracts are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. This is required of all companies that are awarded contracts. Those companies that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

Vendors and their affiliates as defined in the paragraph above must register for and remit sales and use tax on all taxable sales of tangible personal property or services delivered into the State.

\_\_\_\_\_ (Initial)

**3.023 Tax Excluded from Price**

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Vendor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for Vendor viewing upon request to the Contract Administrator.

\_\_\_\_\_ (Initial)

**3.024 Tax Payment**

Vendors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes defined in Section 3.022 for all persons involved in the resulting Contract.

The State may refuse to award a contract to any Vendor who has failed to pay any applicable State taxes. The State may refuse to accept Vendor's bid, if Vendor has any outstanding debt with the State. Prior to any award, the State will verify whether Vendor has any outstanding debt with the State.

Vendor hereby certifies that all applicable State taxes are paid as of the date of bid submission, and that Vendor owes no outstanding debt to the State.

\_\_\_\_\_ (Initial)

**3.025 Forced Labor, Convict Labor, or Indentured Servitude Made Materials**

Vendor represents and certifies that, to the best of its knowledge and belief no foreign (outside of the U.S.) made equipment, materials, or supplies, will be furnished to the State under any resulting Contract, that have been produced in whole or in part by forced labor, convict labor, or indentured servitude.

\_\_\_\_\_ (Initial)

**3.026 Utilization of Business Concerns**

It is the policy of the State that small business concerns, veteran-owned small business concerns, persons with disabilities-owned small business concerns, small disadvantaged business concerns, minority-owned small business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing State contracts, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems.

Vendor agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. Vendor further agrees to cooperate in any studies or surveys as may be conducted by the State as may be necessary to determine the extent of the Vendor's compliance with this clause.

\_\_\_\_\_ (Initial)

**3.027 Owners and Officers**

(a) Vendor must list all owners or officers that hold a 25% interest or more in the company (use attachment if necessary):

Name and Title	% of Interest or Ownership

Vendor shall:

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide Acquisition Services or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Vendor's ownership or officer changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Vendor ownership or officer change.

\_\_\_\_\_ (Initial)

**3.028 Subcontractors**

(a) Vendor shall require each Subcontractor whose subcontract will exceed \$25,000 to disclose to the Vendor, in writing, whether, as of the time of the submission of Vendor's response to this RFP, the Subcontractor or its principals is debarred, suspended, or proposed for debarment by the State. The Vendor shall then inform the State of the Subcontractor's status in its response and provide reasons for Vendor's decision to use Subcontractor, if Vendor so decides.

(b) Indicate below **ALL** work to be subcontracted under any resulting Contract (use additional attachment if necessary; estimates are acceptable):

Description of Work to be sub-contracted	Percent (%) of total contract value to be sub-contracted	Sub-contractor's name and principal place of business (City and State)

**3.030 Disclosures**

**3.031 Reserved.**

**3.032 Vendor Compliance with State and Federal Law and Debarment**

(a) The Vendor certifies, to the best of its knowledge that within the past (3) years, the Vendor, an officer of the Vendor, or an owner of a 25% or greater interest in the Vendor:

Has \_\_\_\_\_ Has Not \_\_\_\_\_ been convicted of a criminal offense incident to the application for or performance of a State contract or subcontract;

Has \_\_\_\_\_ Has Not \_\_\_\_\_ been convicted of any offense which negatively reflects on the Vendor's business integrity, including but not limited to embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, state or federal antitrust statutes;

Has \_\_\_\_\_ Has Not \_\_\_\_\_ been convicted of any other offense, violated any other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which, in the opinion of the State, indicates that the Vendor is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State. An offense or violation under this paragraph may include, but is not limited to, an offense under or violation of: Natural Resources and Environmental Protection Act, 1994 PA 451, MCL §§ 324.101 – 324.90106; the Michigan Consumer Protection Act, 1976 PA 331, MCL §§ 445.901 – 445.922; 1965 PA 390 (law relating to prevailing wages on state projects), MCL §§ 408.551 – 408.558; 1978 PA 390 (law relating to payment of wages and fringe benefits) MCL §§ 408.471 – 408.490; or a willful or persistent violation of the Michigan Occupational Safety and Health Act, 1974 PA 154, MCL §§ 408.1001 – 408.1094;

Has \_\_\_\_\_ Has Not \_\_\_\_\_ failed to substantially perform a State contract or subcontract according to its terms, conditions, and specifications within specified time limits;

Has \_\_\_\_\_ Has Not \_\_\_\_\_ violated State bid solicitation procedures or violated the terms of a solicitation after bid submission;

Has \_\_\_\_\_ Has Not \_\_\_\_\_ refused to provide information or documents required by a contract including, but not limited to information or document necessary for monitoring contract performance;

Has \_\_\_\_\_ Has Not \_\_\_\_\_ failed to respond to requests for information regarding Vendor's performance, or accumulated repeated substantiated complaints regarding performance of a contract/purchase order; and

Has \_\_\_\_\_ Has Not \_\_\_\_\_ failed to perform a State contract or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree.

(b) For purposes of this Section, "Principals" means officers, directors, owners, partners, and any other persons having primary management or supervisory responsibilities within a business entity. The Vendor certifies and represents, to the best of his knowledge that the supplier and/or any of its Principles:

Are \_\_\_\_\_ Are Not \_\_\_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of a purchase by any state or federal agency;

Has \_\_\_\_\_ Has Not \_\_\_\_\_ not with in a 3-year period preceding this RFP, been convicted or had a civil judgment 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) purchase.

Are \_\_\_\_\_ Are Not \_\_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, the commission of the any of the offenses enumerated in section 3.032(a) of this Contract.

Has \_\_\_\_\_ Has Not \_\_\_\_\_ within a 3-year period preceding this solicitation had one or more purchases terminated for default by any state or federal agency.

(c) The Vendor shall provide immediate written notice to the State if, at any time before the purchase award, the Vendor learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances.

(d) A certification that the Vendor or its Subcontractors is presently debarred, suspended, proposed for debarment or declared ineligible for award of a purchase by any state or federal agency will not necessarily result in withholding an award under this solicitation. However, the certification will be considered in connection with a determination of the Vendor's responsibility. Failure to furnish the certification or provide such information as requested by the State may render the Vendor response non-responsive.

(e) Nothing contained in this Section shall be construed to require establishment of a system of records in order to render, in good faith, the certification required this Section. The knowledge and information of a Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of commercially reasonable dealings.

(f) If it is later determined that the Vendor knowingly rendered an erroneous certification under this Section, in addition to the other remedies available to the State, the State may terminate any resulting contract for default.

**VENDOR MAY REVIEW THE STATE'S DEBARMENT POLICY AT: [www.michigan.gov/doingbusiness](http://www.michigan.gov/doingbusiness)**  
(click on the link to Debarment Policy)

\_\_\_\_\_ (Initial)

### **3.033 Ethics: Gratuities and Influence**

#### **Gratuities**

The right of the Vendor to proceed may be terminated by written notice, if the State determines that the Vendor, its agent, or its representative has offered or gave a gratuity, kickback, money, gift, or any thing of value to an officer, official, or employee of the State intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

Vendor Has \_\_\_\_\_ Has Not \_\_\_\_\_ given or offered to give a gratuity, kickback, money, gift, or any thing of value to a State official, officer, or employee intended to effectuate the awarding of a contract or favorable treatment under a contract.

**Influence**

The Vendor, by signing its proposal/bid, certifies to best of his or her knowledge that no funds or other items/services of value have been given to any State officer, official, or employee for influencing or attempting to influence such officer, official, or employee to obtain a contract or favorable treatment under a contract.

Vendor Has \_\_\_\_\_ Has Not \_\_\_\_\_ given or offered to give a gratuity, kickback, money, gift, or any thing of value to a State official, officer, or employee intended to effectuate the awarding of a contract or favorable treatment under a contract.

\_\_\_\_\_ (Initial)

**3.034 Place of Performance**

Vendor must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that Vendor provided in its bid.

Vendor, in the performance of any resulting contract, INTENDS \_\_\_\_\_ DOES NOT INTEND \_\_\_\_\_ to use one or more plants or facilities located at a different address from the address of the Vendor indicated in this bid. If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance Full address	Owner/Operator of facility to be used	Percent (%) of Contract value to be Performed at listed Location

\_\_\_\_\_ (Initial)

**3.035 Former State Employees**

Vendor certifies that there ARE \_\_\_\_\_ ARE NOT \_\_\_\_\_ former state employees involved in the performance of any resulting contract.

If former state employees are involved in the performance of any resulting contract, Vendor must provide the following information:

Vendor represents that the following employees involved in the performance of any resulting contract are former state employees (use attachment if necessary).

Name	Department, Division	Date of Employment

\_\_\_\_\_ (Initial)

**3.036 Domestic End Product**

“Domestic end product” means one that is manufactured within the United States and the cost of the domestic components exceeds 50% of the cost of all the components.

The Vendor certifies that the product to be provided, **except those listed below**, are a domestic end product, and that components of unknown origin have not been mined, produced, or manufactured outside the United States (use attachment if needed):

Excluded End Products	Country of Origin

\_\_\_\_\_ (Initial)

**3.037 Environmental Awareness**

“Environmentally preferable products” means products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product. ADD: recycled content and recyclability, energy efficiency, and the presence undesirable materials in the product, particularly persistent, bioaccumulative toxic chemicals, (PBTs).

**Environmental Purchasing Policy** – The State has committed to encourage the use of products and services that impact the environment less than competing products. This can be best accomplished by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that may be considered in Best Value Purchasing evaluation include: recycled content and recyclability; energy efficiency; the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative, and the environmental performance of the product supplier and/or producer. Vendors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals. Information on any relevant third party certification (such as Green Seal, etc.) should also be provided.

(1) Recycled Content and Recyclability

**(a) Recycled Packaging.** Vendor may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Vendor offer packaging which:

- (i) is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 25-50% recovered fiber, including 25-50% post-consumer fiber for all corrugated cardboard);
- (ii) minimizes or eliminates the use of polystyrene or other difficult to recycle materials;
- (iii) minimizes or eliminates the use of disposable containers such as cardboard boxes;
- (iv) provides for a return program where packaging can be returned to a specific location for recycling;
- and
- (v) contains materials which are easily recyclable in Michigan..

**(b) Recycled Content of Products Offered.** Vendor is expected to offer products using Recovered Materials suitable for the intended use whenever possible. The following definitions apply to “Recovered Material”:

“Post-Consumer Waste” means any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product.

“Secondary Waste” means industrial by-products and wastes generated after completion of a manufacturing process that would normally be disposed.

Vendor is requested to indicate below an estimate of the percentage of recycled materials, if any, contained in each item bid. Higher percentages of recycled materials are preferred. All recycled products and packaging are required to perform at the level outlined in bid requests.

\_\_\_\_\_ % (Total estimated percentage of recovered material)

\_\_\_\_\_ % (Estimated percentage of post-consumer material)

\_\_\_\_\_ % (Estimated percentage of secondary waste)

**Certification**

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of any resulting contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

\_\_\_\_\_ (Initial)

(2) Energy efficiency –

“Energy efficient products” means products that have excellent performance in terms of using less energy than other products that perform the same function.

**Energy Efficiency Purchasing Policy** – The State shall seek wherever possible to purchase energy efficient products. This will include giving preference to U.S. Environmental Protection Agency (EPA) certified ‘Energy Star’ products for any category of products for which EPA has established Energy Star certification. For other purchases, the State will include energy efficiency as one of the priority factors to consider when choosing among comparable bids.

(3) Materials Identification and Tracking (or title Materials of Concern)

(a) **Hazardous Material Identification.** “Hazardous material,” as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of any resulting contract).

The Vendor must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under any resulting contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted for any resulting contract.

<b>Material (if none, insert 'None')</b>	<b>Identification Number</b>

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This list must be updated during performance of the contract whenever the Vendor determines that any other material to be delivered under any resulting contract is hazardous.

The apparently successful Vendor agrees to submit, for each item as required prior to award, a **Material Safety Data Sheet** for all hazardous material identified in paragraph (1) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful Vendor is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful Vendor being considered non-responsive and ineligible for award.

If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (3) of this clause, the Vendor shall promptly notify the Contract Administrator and resubmit the data.

Neither the requirements of this clause nor any act or failure to act by the State shall relieve the Vendor of any responsibility or liability for the safety of State, Vendor, or subcontractor personnel or property.

Nothing contained in this clause shall relieve the Vendor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(b) The State's rights in data furnished under any resulting contract with respect to hazardous material are as follows:

(i) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right is to:

- (A) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
- (B) Obtain medical treatment for those affected by the material; and
- (C) Have others use, duplicate, and disclose the data for the State for these purposes.

(ii) To use, duplicate, and disclose data furnished under this clause, in precedence over any other clause of any resulting contract providing for rights in data.

(c) The State is not precluded from using similar or identical data acquired from other sources.

**(d) Mercury Content.**

It is the clear intent of State agencies to avoid purchasing products that contain mercury whenever possible. Vendor shall offer mercury-free products when available. Should mercury-free alternatives not exist, as presently is the case with fluorescent lamps, bidders shall offer the lowest mercury content available. Vendor shall disclose whenever products contain added mercury by using the following format:

( ) Product does not contain Mercury

( ) Product does contain Mercury (attach an explanation that includes: the amount or concentration of mercury, and justification as to why that particular product is being proposed)

Vendor shall ensure that mercury added products containing mercury in excess of 1 gram or 250 ppm, shall be labeled: "contains mercury".

**(e) Brominated Flame Retardents (BFR).**

There is increasing concern about environmental problems caused by polybrominated diphenyl ethers flame retardants. BFRs are widely used in a variety of products, including electronics and electrical equipment, as well as in upholstery and other textiles. To make an informed purchasing decision, we require that Vendors disclose the identity of all flame retardants used in products offered.

For each product offered, please list the components that contain flame retardants and the name and CAS number of the flame retardant(s) they contain. The Vendor may need to ask the manufacturer or material supplier for this information. Vendors are encouraged to provide safer, non-halogenated flame retardants alternatives when available.

( ) Product does not contain BFR's

( ) Product does contain BFR's

Product	Product Component
Flame Retardant Name	Flame Retardant CAS

**(f) Ozone Depleting Substances**

“Ozone-depleting substance,” as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as:

- (1) Class I, including, but not limited to, chlorofluorocarbons, halos, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydro chlorofluorocarbons.

The Vendor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

“**Warning:** Contains (or manufactured with, if applicable) \_\_\_\_\_ [insert the name of the substance(s)], a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”

**(g) Refrigeration and Air Conditioning**

Vendor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to any resulting contract.

**(h) Waste Reduction Program.**

Vendor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by any resulting contract. The Vendor’s programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, *et seq.*). The following definitions apply to “Waste Reduction”:

“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Waste prevention” means any action undertaken to eliminate or reduce the amount, or the toxicity, of materials before they enter the waste stream. This action is intended to conserve resources, promote efficiency, and reduce pollution. Waste prevention includes reduction and reuse, but not recycling.

“Waste reduction” means any practice, such as an equipment or technology modification, a process or procedure modification, a reformulation or redesign of a produce, a substitution of raw materials, or improved management, training, or inventory control, which practice is undertaken by a person to directly or

indirectly reduce the volume or quantity or toxicity of waste that may be released into the environment or that is treated at a location other than the location where it is produced.

“Pollution Prevention” is defined as the practice of minimizing the generation of waste at the source and, when wastes can not be prevented, utilizing environmentally sound on-site or off-site recycling or reuse. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451.

**(i) Clean Air and Water**

Vendor certifies that any facility to be used in the performance of any resulting contract:

IS \_\_\_\_\_, IS NOT \_\_\_\_\_ listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

The Vendor will immediately notify the State, before award, of the receipt of any communication from the EPA or the State, indicating that any facility that the Vendor proposes to use in the performance of any resulting contract is under consideration to be listed on the EPA List of Violating Facilities or any enforcement action.

**(j) Emergency Planning and Community Right-to-Know Reporting**

By signing this bid response, the Vendor certifies that:

(a) The owner or operator of facilities that will be used in the performance of any resulting contract is in compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.). EPCRA filing and reporting requirements include emergency planning notification, release reporting, hazardous chemical inventory reporting, and toxic chemical release inventory (TRI) reporting.

(b) The owner or operator of facilities that will be used in the performance of any resulting contract will maintain compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.) for the life of the contract.

\_\_\_\_\_ (Initial)

**3.038 Knowledge of Child Labor for Listed End Products**

(a) “Forced or indentured child labor” means all work or service:

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Country of Origin


(c) *Certification.* The State will not make award to a Vendor unless the Vendor, by checking the appropriate block, certifies to one of the following:

( ) The Vendor will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) The Vendor may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Vendor certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the Vendor certifies that it is not aware of any such use of child labor.

\_\_\_\_\_ (Initial)

**3.039 Use of Other Sources as Subcontractors**

The State has sources of supply and services that are mandatory. The State may use the information provided under this Section and 3.055 and 3.056 in determining future awards and Vendor standing with the State.

(1) Persons with disabilities

Vendor IS \_\_\_\_ IS NOT \_\_\_\_ purchasing supplies and/or service from a business owned by persons with disabilities in the performance of any resulting contract.

Vendor has contracted for \_\_\_\_\_% of supplies and services needed for the performance of any resulting contract, which equals \$\_\_\_\_\_ from a business owned by persons with disabilities (estimates or approximates are acceptable).

Vendor(s) Name: \_\_\_\_\_

(2) Community Rehabilitation Organizations

Vendor IS \_\_\_\_ IS NOT \_\_\_\_ purchasing supplies and/or service from a community rehabilitation organization in the performance of any resulting contract.

Vendor has contracted for \_\_\_\_\_% of supplies and services needed for the performance of any resulting contract, which equals \$\_\_\_\_\_ from a community rehabilitation organization (estimates or approximates are acceptable).

Vendor(s) Name: \_\_\_\_\_

**3.040 Services Needed in Performance**

Vendor certifies that services to be purchased to enable Vendor to perform any resulting contract will be purchased from a business having its principle place of business in the State, **except those listed below** (use additional attachment if necessary; estimates are acceptable):

Description of Service to be purchased	Percent (%) of total contract value to be purchased	Service providers principal place of business (City and State)


**3.041 Employee and Subcontractor Citizenship**

Vendor certifies that all employees, contractors, Subcontractors, and any other individual involved in the performance of this Contract, **except those listed below**, are citizens of the United States, legal resident aliens, or individuals with valid visa (use additional attachment if necessary; estimates are acceptable):

Employee Name	Title

**3.042 RFP Preparation**

Vendor shall notify the State in its bid proposal, if it, or any of its Subcontractors, or their officers, directors, or key personnel have assisted with the drafting of this RFP, either in whole or in part. This includes the conducting or drafting of surveys designed to establish a system inventory, and/or arrive at an estimate for the value of the solicitation.

Vendor hereby certifies that it HAS \_\_\_\_\_, HAS NOT \_\_\_\_\_ assisted in the development of this RFP.

Except for materials provided to all Vendors as part of this RFP, Vendor shall provide a listing of all materials provided by the State to the Vendor containing information relevant to this RFP, including, but not limited to: questionnaires, requirements lists, budgetary figures, assessments, white papers, presentations, RFP draft documents. Vendor shall provide a list of all State employees with whom any of its personnel, and/or Subcontractors' personnel has discussed the RFP after the issuance date of the RFP.

**3.050 Vendor Information**

**3.051 Expatriated Business Entity**

“Expatriated business entity” means a corporation or an affiliate of the corporation incorporated in a tax haven country after September 11, 2001, but with the United States as the principal market for the public trading of the corporation’s stock.

“Tax haven country” means each of the following: Barbados, Bermuda, British Virgin Islands, Cayman Islands, Commonwealth of the Bahamas, Cyprus, Gibraltar, Isle of Man, the Principality of Liechtenstein, the Principality of Monaco, and the Republic of the Seychelles.

Vendor certifies that it IS \_\_\_\_\_, IS NOT \_\_\_\_\_ an expatriated business entity located in a tax haven country.

Vendor certifies that it IS \_\_\_\_\_, IS NOT \_\_\_\_\_ an affiliate of an expatriated business located in a tax haven country.

**3.052 Affirmative Action Program**

Vendor represents that it Has \_\_\_\_\_, Has Not \_\_\_\_\_ developed and has on file an entity wide affirmative action program.

**3.053 Small Business Representation**

The Vendor represents and certifies that it IS \_\_\_\_\_, IS NOT \_\_\_\_\_ a small business concern and that all \_\_\_\_\_, NOT ALL \_\_\_\_\_ end items to be furnished will be manufactured or produced by a small business concern in the US, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands

Provide the following information:

\_\_\_\_\_ (Estimate # of employees)

\$\_\_\_\_\_ (Estimate of annual revenue)

**3.054 Women, Minority, Or Veteran-Owned Small Business Representation**

“Women-owned business” means a small business that is at least 51% owned by a woman or women who are US citizens and who control and operate the business

The Vendor represents that it IS \_\_\_\_\_, IS NOT \_\_\_\_\_ a women-owned, small business.

“Minority-owned business” means a small business that is at least 51% owned by a minority or minorities who are US citizens and who control and operate the business

The Vendor represents that it IS \_\_\_\_\_, IS NOT \_\_\_\_\_ a minority-owned, small business.

“Veteran-owned business” means a small business that is at least 51% owned by a veteran or veterans who are U.S. citizens and who control and operate the business

The Vendor represents that it IS \_\_\_\_\_, IS NOT \_\_\_\_\_ a veteran-owned, small business.

The Vendor represents and warrants that the company meets the above criteria (when checked) and can provide supportive documentation upon request.

**3.055 Business Owned by Persons with Disabilities**

“Business owned by persons with disabilities” means a business in which all of the following apply:

1. More than 50% of the voting shares or interest in the business is owned, controlled, and operated by 1 or more persons with disabilities.
2. More than 50% of the net profit or loss is attributable to the business accrues to shareholders who are persons with disabilities.
3. More than 50% of the employees of the business are residents of this State of Michigan DMB.

The Vendor represents that it IS \_\_\_\_\_ IS NOT \_\_\_\_\_ a small business owned by persons with disabilities.

Fraudulently representing information about the use of businesses owned by persons with disabilities to procure this contract is a violation of the Business Opportunity Act for Persons with Disabilities of 1988 PA

112, MCL 450.791 – 450.795. A person who knowingly violates this act is guilty of a felony, punishable by imprisonment up to 2 years in prison, or a fine not less than \$5,000. A person found guilty of violating this act may be barred from obtaining future contracts with the State.

**3.056 Community Rehabilitation Organization**

“Community rehabilitation organization” means a charitable organization or institution conducted not for profit, but for the purpose of carrying out a recognized program of rehabilitation for handicapped workers, which provides those individuals with remunerative employment or other occupational rehabilitating activity of an educational or therapeutic nature.

The Vendor represents that it IS \_\_\_\_\_, IS NOT \_\_\_\_\_ a community rehabilitation organization.

**3.057 Certification of a Michigan Business**

To qualify as a Michigan business, Vendor must have during the 12 months immediately preceding this bid deadline, or if the business is newly established, for the period the business has been in existence, it has (check all that apply):

( ) Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL §§ 208.1 – 208.145; or

( ) Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or

( ) Withheld Michigan income tax from compensation paid to the bidder’s owners and remitted the tax to the Department of Treasury; or

I certify that I have personal knowledge of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Authorized Agent Name (print or type)

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000.

Bidder shall also indicate one of the following:

? Bidder qualifies as a Michigan business (provide zip code: \_\_\_\_\_)

? Bidder does not qualify as a Michigan business (provide name of State: \_\_\_\_\_)

? Principle place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: \_\_\_\_\_)



**BIDDER MUST CHECK ONE BOX BELOW**

Commodities and/or services on this RFP will be supplied to State departments and agencies, and authorized MiDEAL members in accordance with the terms and prices quoted. Upon request, a complete listing of eligible participants in the MiDEAL will be provided if this option is selected.

Commodities and/or services on the RFP will not be supplied to State authorized MiDEAL members. We will supply to State departments and agencies only.

\_\_\_\_\_  
Authorized Agent Name (print or type)

\_\_\_\_\_  
Authorized Agent Signature

Please Visit MiDEAL at [www.mi.gov/localgov](http://www.mi.gov/localgov).

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**Certification and Assurances**

I/We make the following certifications and assurances as a required element of the solicitation document to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of the Request for Proposal (RFP) are conditions precedent to the award or continuation of the related Agreement(s).

\_\_\_\_\_  
**Name of Vendor/Contractor/Supplier**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Address of Contractor/Supplier**

\_\_\_\_\_  
**Telephone and Fax No. of Contractor/Supplier**

\_\_\_\_\_  
**Signature of Contractor/Supplier's Authorized Representative**

\_\_\_\_\_  
**Title of Supplier Representative**

\_\_\_\_\_  
**Date**