



REQUEST FOR QUALIFICATIONS

STATE LAND BANK AUTHORITY

ENVIRONMENTAL CONSULTANTS

Phase I Environmental Assessments, Phase II Environmental Assessments, BEA Reports, ACM/Hazardous Materials Survey & Report, Lead Based Paint Survey & Report, Brownfield Plan Development

RFQ-CASE-20-005

Important Dates:

Event	Date Due	Time Due	Method of Communication
RFQ Release	April 28, 2020		
Pre-Bid Meeting	n/a	n/a	n/a
Questions on RFQ	May 15, 2020	5:00 pm	Direct all questions to: landbank@michigan.gov
Answers to Questions	May 18, 2020	5:00pm	Website & email to individuals asking questions
INITIAL RFQ Response Due	May 29, 2020	5:00 pm	landbank@michigan.gov
ONGOING submissions	Vendors are welcome to continue submitting after the initial due date; those submissions will be reviewed at the end of every quarter. Qualified entities will be added for the duration of the two-year period.		
Term of Qualified Listing	The list of qualified environmental consultants will begin June 1, 2020 and run through June 1, 2022. Successful Respondents utilizing the ongoing submission process will only be added to the list for the remainder of this time.		

REMINDER

Please check your submission to make sure you have included all of the information which is required in the Request for Qualifications. In addition, please submit files as noted on the RFQ cover page which include the following:

- Technical Submission (Section II-A) with Cover Sheet (Attachment A) and Signed Independent Price Determination Certificate (Attachment B);
- Price Proposal (Section II-B);

Submit marked electronic files of your Technical Submission and Price Proposal as noted on the RFQ cover page. The State Land Bank Authority (the "SLBA") will review submissions immediately following the initial due date. Further submissions received after that time will be reviewed at the end of the quarter that it was submitted in. **Submissions will only be accepted as noted on the RFQ cover page.**

RESPONDENTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE FILE NAME OF YOUR SUBMISSION: "RFQ-CASE-20-005 Price Proposal" and "RFQ-CASE-20-005 Technical Submission."

The State Land Bank Authority (the "SLBA") will not respond to telephone inquiries, or visitation by Respondents, or their representatives. Respondent's sole point of contact concerning the RFQ is below and any communication outside of this process may result in disqualification.

State Land Bank Authority
111 S Capitol Avenue, 5th Floor
Lansing, Michigan 48933
landbank@michigan.gov

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REQUEST FOR QUALIFICATIONS
ENVIRONMENTAL CONSULTANTS
RFQ-CASE-20-005

This Request for Qualifications (the "RFQ") is issued by the State Land Bank Authority (the "SLBA"). The SLBA is the sole point of contact with regard to all bidding and contractual matters relating to the services described in this RFQ. The SLBA is the only office authorized to change, modify, amend, alter, clarify, etc. the specifications, terms and conditions of this RFQ and any contract(s) awarded as a result of this RFQ (the "Contract"). The SLBA will remain the SOLE POINT OF CONTACT throughout the bidding process. ***The SLBA will not respond to telephone inquiries, or visitation by Respondents or their representatives. Respondent's sole point of contact concerning the RFQ is below and any communication outside of this process may result in disqualification.***

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111 S Capitol Avenue, 5th Floor
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**SECTION I
STATEMENT OF WORK**

A) PURPOSE AND BACKGROUND STATEMENT

The SLBA is renewing our list of qualifying consultants to perform a range of environmental services on select SLBA properties across the state which may be improved, vacant, commercial, industrial or residential. The intent may be to prepare the property and structure for renovation or demolition, or to assess the property and gain a better understanding of its current environmental condition and any necessary remediation actions and activities that may need to take place. Other related services included in this RFQ are site supervision for demolition and preparation/service support for Michigan Act 381 work/brownfield plans to be developed by the SLBA itself or in collaboration with other local brownfield redevelopment authorities.

Successful respondents will be listed as qualified environmental professionals (“QEPs”) for future SLBA site specific projects and may receive requests for quotes for particular projects in the area(s) they are qualified to offer services.

B) QUALIFICATIONS AND DELIVERABLES

This RFQ is open to all environmental professionals who are capable and qualified to meet the objectives and requirements described in this document. *Respondents do not have to respond to all areas.* Qualified DBE/MDE/WBE organizations are encouraged to respond. All Respondents must have all required licenses and certifications, in good standing, for the area(s) which they are responding to and provide documentation of same.

QEPs are sought who can provide Environmental Due Diligence/Due Care services in the state of Michigan, including at a minimum, one of the following areas. Respondents can include any or all of the areas in their submission for which they are qualified.

1. **Phase I Environmental Site Assessment (ESA):** The scope of work for this category may include, but not necessarily limited to, the following components:
 - a. Perform a records review to obtain and review records that will help identify recognized environmental conditions in connection with the property or properties; including, but not limited to, federal, tribal, state and local government records.
 - b. Perform a records review of historical property use information (topographic maps, aerial photographs, fire insurance maps, existing reports, etc.).
 - c. Perform on-site reconnaissance of the property to obtain information indicating the likelihood of identifying recognized environmental conditions in connection with the property or properties.
 - d. Perform interviews, including, but limited to, owners, occupants and government officials to obtain information indicating recognized environmental conditions in connection with the property or properties.
 - e. Prepare and present evaluations and reports to the SLBA and other stakeholders. Evaluations and reports are to include findings, opinions, conclusion, components and recommendations.
 - f. The identification of recognized environmental conditions constituted by the presence or likely presence of any hazardous substances on the property or into the soil, groundwater, or surface water of the property or properties.
 - g. Provide expert witness services relating to the Phase I ESA, if needed.

- h. All Phase I ESAs must be conducted in accordance with the practices and service scope elements recommended by the American Society for Testing and Materials (“ASTM”) in their documents E1527-13 Standard Practice for Environmental Site Assessments, as updated and revised. This includes fulfilling the All Appropriate Inquiries (“AAI”) requirements and to evaluate environmental risk. Note if any universal waste may be present and provide a breakdown of those materials.
 - i. Participate with SLBA representative(s) in meetings and presentations regarding the findings in Phase I ESA to local, state, and, potentially, federal stakeholders.
 - j. **DELIVERABLE:** Three (3) paper Phase I ESA reports and one pdf file of same.
2. **Phase II Environmental Site Assessment:** Perform a site-specific Phase II ESA to evaluate any Recognized Environmental Conditions (“RECs”) and/or any other potential environmental concerns identified in the Phase I ESA. The Phase II investigation shall be based on the ASTM’s Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process/Designation E1903-11. Exact activities will be determined on a site-specific basis.
- a. If the property is deemed a “facility” as defined by MCL § 324.20101(1)(o), conduct a Baseline Environmental Assessment (“BEA”) and submit the BEA to the Michigan Department of Environmental Quality for an Affirmative Determination of Non-liability and, possibly, a Due Care Compliance analysis.
 - b. Participate with SLBA representative(s) in meetings and presentations regarding the findings in Phase II ESA to local, state, and, potentially, federal stakeholders.
 - c. **DELIVERABLE:** Three (3) paper Phase II ESA reports and one (1) pdf file of same; if applicable, three (3) paper BEA reports and one (1) pdf file of same.
3. **Hazardous Material Assessment for Asbestos Containing Materials and Hazardous Materials and Universal Waste Survey:** Conduct a thorough inspection of the building(s), building components and property for the presence of suspect asbestos containing materials (“ACM”) and note its condition. Sample suspected ACM and quantify hidden and inaccessible suspect materials located within walls, above floors, below ceilings and when feasible within heating, ventilation and air conditioning (HVAC) systems.
- a. The survey report shall include the identification, location, description and quantification of identified friable Category I and Category II non-friable suspect ACM.
 - b. The asbestos survey and associated sampling shall comply with the Asbestos Hazard Emergency Response Act (AHERA), 15 USC § 2651 et seq., requirements including asbestos condition assessment and with the Environmental Protection Agency (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) requirements to support the end activity on future identified property or properties. Any inaccessible areas must be documented and highlighted in the final report. Collected samples shall be processed with Chain of Custody (COC) documentation to an analytical lab that participates in the National Voluntary Laboratory Accreditation Program (NVLAP). Bulk samples will be analyzed using polarized light microscopy (PLM) with dispersion staining following USEPA test methods and in accordance with the National Institute of Standards and Technology (NIST) Bulk Asbestos Handbook.
 - c. For materials with low concentration of asbestos, a point count quantification of asbestos concentrations may be requested.
 - d. Identify the type, quantity and location of hazardous material and/or universal wastes found on the property or properties and provide details of such.

- e. **DELIVERABLE:** One (1) pdf file with an ACM and Hazardous Materials/Regulated Materials Report which provides the details of above listed surveys and subsequent testing results. The report shall include, but not be limited to:
 - i. Details of the property or properties such as site address, parcel number, street view of the property, owner and/or owner's representative name and contact information, brief description of the property or properties and general site maps of the property showing sampled areas.
 - ii. Details of the surveying firm and staff such as name, contact numbers and license number, written statement of qualifications of firm, inspector and lab.
 - iii. Explanation of sampling methodologies and laboratory testing methods.
 - iv. Tables detailing identified ACM, description, location, quantity, category (friable/non-friable) percent and type of asbestos and inaccessible areas; findings of the ACM inspection with description of materials, materials classification, location, approximate quantity, EPA category and asbestos content.
 - v. Recommendations for notification required by NESHAP and appropriate methods of abatement.
 - vi. Quality assurance and quality control methodology.
 - vii. Copy of COC form documenting the sample transport process and submittals to the lab.
 - viii. Photo log of all exterior sides and locations within the building(s).
 - ix. Table of identified hazardous material/universal wastes with type, quantity and location.
 - x. Recommendations for disposal of hazardous material/universal wastes with a summary of applicable regulations.
 - xi. A drawing of the structure(s) with locations identified from where samples were obtained, if applicable.

4. **Lead Based Paint (LBP) Combination Inspection and Risk Assessment:** Conduct a LBP inspection which meets the requirements of the U.S. Department of Housing and Urban Development (HUD) for residential properties utilizing a licensed Michigan Lead Risk Assessor. Complete the assessment using portable XRF analysis and dust and soil sampling. Paint sampling should only be conducted in rare circumstances. Compile a report reflecting the results of the inspection and assessment. The report shall reflect all readings logged on the XRF with separate table of all the positive results, details about the property, any limitations with conducting the inspection/risk assessment, details about the XRF service history and a valid XRF Performance Characteristic Sheet; details about the Risk Assessor including name, contact phone number and license number. All laboratories selected for use in the lead-based paint hazards and evaluation reports shall be recognized, at a minimum, by the U.S. Environmental Protection Agency (EPA) National Lead Laboratory Accreditation Program (NLLAP) and shall use the same analytical method used for obtaining the most recent NLLAP recognition. Copies of certificates shall be provided within the report. (Note: this service is not likely to be utilized often.)

- a. **DELIVERABLE:** One (1) pdf file of the report with an ACM and Hazardous Materials/Regulated Materials Report which provides the details of above listed surveys and subsequent testing results. The report shall include, but not be limited to:
 - i. Details of the property or properties such as site address, parcel number, street view of the property, owner and/or owner's representative name and

contact information, brief description of the property or properties and general site maps of the property showing sampled areas.

- ii. Details of the surveying firm and staff such as name, contact numbers and license number, written statement of qualifications of firm, inspector and lab.
- iii. Explanation of sampling methodologies and laboratory testing methods.
- iv. Tables detailing identified lead based paint, component description, location; findings of the lead inspection with description of location.
- v. Recommendations for notification required by applicable lead abatement rules and regulations and appropriate methods of abatement.
- vi. Quality assurance and quality control methodology.
- vii. Copy of COC form documenting the sample transport process and submittals to the lab.
- viii. Photo log of all exterior sides and interior rooms within the building(s).
- ix. A drawing of the structure(s) with locations identified from where samples were obtained, if applicable.

5. **Post Abatement Air Clearance/Visual Inspection:** Provide post abatement visual assessment to assess if all identified ACM's and hazardous materials/universal wastes have been abated. Once the visual assessment shows the abatement has been satisfactorily completed, perform an on-site air monitoring sampling as mandated. Air samples shall be analyzed by a qualified laboratory to ensure they meet applicable criteria.

a. **DELIVERABLE:** One (1) pdf file of the report detailing the results of the visual and air clearance inspections.

6. **Post Abatement Lead Clearance Examination:** Provide post abatement testing following the removal and clean up of LBP. (Note: this service is not likely to be utilized often.)

a. **DELIVERABLE:** One (1) pdf file of the report detailing the results of the visual and post abatement dust wipe sampling.

7. **Demolition Site Supervision:** Provide rates for the following site supervision activities: 1) site inspection service to confirm the milestones of a) basement/foundation removal; b) fill material; and c) site restoration; 2) site supervision services during the entire demolition process. Price proposal should include an hourly rate up to six (6) hours and daily rate for over six (6) hours. *Travel to the initial site and return home should be included in that rate.* Travel rate between multiple sites of demolition activities may be charged when applicable and may be listed in the submission. (See Section II, B. Fee Schedule, for more about travel expenses.)

#	Description	Fee
1	Site Inspection (price per inspection)	
2	Demolition supervision – daily rate for over 6 hours	
3	Demolition supervision – hourly rate for under 6 hours	
4	Travel Fees (if project qualifies for this charge) Mileage Rate Meal Rate Lodging	

- a. **DELIVERABLE:** Photographs of demolition work and written report detailing demolition process and verification work was performed according to demolition contract.
8. **Brownfield Project Support Services:** Project support for the SLBA's Brownfield activities, to include but not be limited to:
- a. Participation in meetings on potential brownfield projects.
 - b. Initiate, update, and complete project work plans or brownfield plans.
 - c. Coordinate meetings as applicable.
 - d. Conduct analyses and make recommendations to the SLBA on brownfield plans.
 - e. Attend brownfield meetings for plan review/approval.
 - f. Work with SLBA and its collaborating partners on annual reports to the State.
 - g. Review/recommend on payment of invoices under approved work plans.
 - h. **DELIVERABLE** – Complete Act 381 work and/or brownfield plans for projects assigned, and time/participation support to their reviews/approvals.

Respondents should state on the Cover Sheet the service categories they are responding to and the geographic areas within the state of Michigan where it can provide these environmental services. SLBA recognizes that some companies have specific familiarity with their local geographic area. Since the SLBA has properties throughout the state of Michigan, the SLBA wants to be able to better match a vendor with its geographical preferences on upcoming projects.

SECTION II SUBMISSION FORMAT

To be considered, each Respondent must submit a COMPLETE submission in response to this RFQ using the format specified. Respondent's submission must be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required in the RFQ or considered by the Respondent to be essential to a complete understanding of the submission. Each section of the submission should be clearly identified with appropriate headings:

A) SUBMISSION

1. Business Organization and History – State the full name, address, phone and facsimile number of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. If appropriate, the submission must state whether the organization is licensed to operate in the State of Michigan.
2. Statement of the Problem – State in succinct terms your understanding of SLBA's intent presented by this RFQ.
3. Narrative – Include a narrative summary description of the proposed effort and of the services(s)/products(s) that will be delivered.
4. Technical Work Plans – Provide a detailed information on the qualifications that your firm has to accomplish each of the areas in the Scope of Work.
5. Competency – Describe the prior experience of your organization which you consider relevant to the successful accomplishment of the project defined in this RFQ for the service categories you are responding to. Include sufficient detail to demonstrate the relevance of such relevant experience. Submissions submitted should include in this Section descriptions of qualifying experience to include project descriptions, costs, and starting and completion dates of projects successfully completed; also include the name, address, and phone number of the responsible official of the client organization who may be contacted. The SLBA may evaluate the Respondent's prior performance with the SLBA or the State of Michigan, and prior performance information may be a factor in the award decision.
6. Staffing Experience – The Respondent must be able to staff a project team which possesses talent and expertise in the field of the requirements of this RFQ. Please provide a **brief** outline of qualifications and similar projects completed for each current staff member and their areas of expertise. Submit copies of any specialized training, certifications and current licenses for each staff member. Indicate which of these individuals you consider key to the successful completion of the work. Do not include any financials for the contemplated work within the submission.
7. Subcontractors – Include a list of all subcontractors that may be engaged to supplement your work under a future contract; include firm name and address, contact person and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities. Also, the information provided in

response to A-5, above, should include detailed information about each potential subcontractor.

8. Financial Stability – Provide FY 2018 and 2019 Balance Sheets. Reviews will be made to reasonably ensure Respondent’s financial position is such that it will continue to prosper as a business during the term of the contract, and beyond if appropriate, and have adequate financial resources to perform all contractual duties on a reimbursement basis.
9. Respondent’s Authorized Expediter – Include the name and telephone number of person(s) in your organization authorized to expedite any proposed contract with the SLBA.
10. Insurance – Provide a copy of your Certificate of Insurance including Commercial General Liability insurance, Automobile insurance, Workers Compensation insurance, and Errors and Omissions Liability insurance. All levels must meet, or exceed, the contract requirements as shown in Attachment C.
11. Additional Information and Comments – Include any other information that is believed to be pertinent, but not specifically asked for elsewhere.
12. References – Provide a minimum of three references for each type of service outlined in the Statement of Work. Include contact name, company name, contact information and very brief description of the work completed.
13. Violations – Briefly list and describe any state or federal environmental violations your firm has received in the past 5 years from State or Federal inspectors. Briefly summarize the nature of the violation, the current status of the violation and corrective measures taken to avoid future, similar violations.

B) FEE SCHEDULE

Provide a fee schedule for each of the category of services the firm would perform. Include a fee and rate schedule for all key personnel who are anticipated to be assigned to any project under this RFQ. Provide the average cost of scenarios listed below which apply to your submission. These are examples only, but will give us a sense of your pricing for projects and typical deliverable. Attach a schedule of all expenses covering each of the services and activities identified in your submission. Expenses to be outlined include, but are not limited to, sampling costs, staffing bill rates, and equipment costs.

Travel related expenses will **not** be accepted for sites within a 100 mile radius of the office from which the staff is traveling. If the project is further than 100 miles one-way from the firm’s office, provide reimbursable costs for travel expenses to the project site at the State of Michigan’s rates (Attachment D).

Utilize a table similar to 6.7 to document your site demo inspection and supervision costs.

The SLBA is exempt from federal excise tax, and state and local sales taxes. The Price Proposal should not include taxes.

As applicable to your application to provide specific areas of service, please respond to the applicable scenario’s listed below. This will provide insight as to your typical pricing structure.

- Scenario #1: An average Phase I Environmental Assessment on a one (1) acre or less commercial lot. Provide a sample of the Phase I report. Sample report should be part of the Price Proposal file.
- Scenario #2: Average pricing for an ACM/hazardous material survey and report on a 2,000 square foot structure with 60 samples. Provide a sample of a similar report. Sample report should be part of the Price Proposal file.
- Scenario #3: Standard bulk pricing for development of an Act 381 work plan and brownfield plan, to include all data, analysis, preparation and approval support. Provide a sample of a work plan and a brownfield plan. Sample reports should be part of the Price Proposal file.

THE PRICE PROPOSAL AND TECHNICAL SUBMISSION PORTION MUST BE IDENTIFIED ACCORDING TO THE INSTRUCTIONS OF THIS RFQ. Price Proposals files will remain unopened until the JEC (defined below) has completed evaluation of the Technical Submission.

Respondents Please Note: Rates quoted in response to this RFQ must remain firm for the duration of at least two years after the date this RFQ submission is due; no price increase will be permitted during that time.

C) SUBMISSION

Submit separately marked electronic files of your Technical Submission and Price Proposal as noted on the RFQ cover page. The SLBA will consider Submissions using the schedule noted on the RFQ cover page. **Submissions will only be accepted as noted on the RFQ cover page.**

Your files are limited to 15MB. You may send more than one file for Price Proposal and/or Technical Submission in response to this RFQ.

RESPONDENTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE FILE NAME OF YOUR SUBMISSION: "RFQ-CASE-20-005 Price Proposal" and "RFQ-CASE-20-005 Technical Submission."

**SECTION III
RFQ PROCESS AND TERMS AND CONDITIONS**

A) QUESTIONS

Questions from Respondents concerning the specifications in this RFQ must be received through the SIGMA system, or if Respondent cannot get SIGMA to work, via e-mail to landbank@michigan.gov, no later than **5:00 pm on May 15, 2020**.

B) SUBMISSIONS

To be considered, Respondents must submit a complete response to this RFQ, using the format provided in Section II of this RFQ, as noted on the RFQ cover page. No other distribution of submission is to be made by the Respondent.

The Cover Sheet must be **signed physically or electronically** by the Respondent's Authorized Signatory. The Cover Sheet, Attachment A, must be the first page of the Technical Submission.

C) ECONOMY OF PREPARATION

Each submission should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFQ. Emphasis should be on completeness and clarity of content.

D) SELECTION CRITERIA

Submissions to this RFQ will be evaluated based upon a two-step selection process. The third step applies to specific project requests. The submission must address the requirements described in Section II of this RFQ. Once Respondents are selected for the 'qualified' list, their geographic preferences and prices shall be utilized to determine if they receive a request for quote on a specific project in the category of services Respondent has indicated a desire to be considered for.

1) Step I – Initial evaluation for compliance

- a) *Submission Content* – SLBA staff will screen the submissions for technical compliance to include, but not be limited to:
- Timely submission of the documentation.
 - Submission signed physically or electronically.
 - Submissions satisfy the form and content requirements of this RFQ.

2) Step II – Criteria for Satisfactory Submissions

- a) During the second step of the selection process, submissions will be considered by a Joint Evaluation Committee (the "JEC") comprised of individuals selected by the SLBA. Only those submissions that satisfy the submission content requirements described in this RFQ, as determined in the sole discretion of the JEC, will be considered for evaluation in Step II. The JEC reserves the right to request additional information from any Respondent.

- b) *Competence, Experience and Staffing Capacity* – The submission should indicate the ability of the Respondent to meet the requirements of talent and expertise in the fields detailed in this RFQ. The submission should including licensing, education and experience of staff members to meet environmental work that is described in this RFQ.

		Points Possible
1.	Statement of Work	5
2.	Respondent Information/Completeness	15
3.	Prior Experience	30 per service category submitted
4.	Staffing	30 per service category submitted
5.	Financial Stability & Insurance	20
TOTAL		100-460

- c) During the JEC’s review, Respondents may be required to make oral presentations of their proposals to the JEC. These presentations provide an opportunity for the Respondents to clarify the proposals. The SLBA will schedule these presentations, if required by the JEC.
- d) Only those submissions receiving a score of **80 percent or more** in the technical proposal evaluation will have their pricing evaluated to be considered for award.

3) Step III – Selection for Specific Projects

- a) Based on what is in the best interest of the SLBA, geographic location, service category, and the QEP list, the SLBA will request pricing related to a specific property as opportunities arise. SLBA will consider value, quality, experience and the ability to meet the objectives of a specific project in awarding contracts.
- b) The SLBA reserves the right to consider economic impact on the State of Michigan when evaluating proposal pricing. This includes, but is not limited to: job creation, job retention, tax revenue implications, and other economic considerations.
- c) The award recommendation will be made to the responsive and responsible qualified vendor Respondent who offers the best value to the SLBA and the State of Michigan. Best value will be determined by the Respondent meeting the requirements and offering the *best proposal that meets the objectives of the specific project*.

E) RESPONDENTS COSTS

The SLBA is not liable for any costs incurred by any Respondent prior to signing of a Contract by all parties.

F) TAXES

The SLBA may refuse to qualify a Respondent who has failed to pay any applicable taxes or if the Respondent has an outstanding debt to the State of Michigan or the SLBA.

Except as otherwise disclosed in an exhibit to the submission, Respondent certifies that all applicable taxes are paid as of the date of the Respondent's qualifications were submitted to the SLBA and the Respondent owes no outstanding debt to the State of Michigan or the SLBA.

G) CONFLICT OF INTEREST

The Respondent must disclose, in an exhibit to the submission, any possible conflicts of interest that may result from the award of a Contract or the services provided under a Contract.

Except as otherwise disclosed in the submission, the Respondent affirms that to the best of its knowledge there exists no actual or potential conflict between the Respondent, the Respondent's project manager(s) or its family's business or financial interests ("Interests") and the services provided under a Contract. In the event of any change in either Interests or the services provided under a Contract, the Respondent will inform the SLBA regarding possible conflicts of interest which may arise as a result of such change and agrees that all conflicts shall be resolved to the SLBA's satisfaction or the Respondent may be disqualified from consideration under this RFQ. As used in this Section, "conflict of interest" shall include, but not be limited to, the following:

- 1) Giving or offering a gratuity, kickback, money, gift, or anything of value to a SLBA official, officer, or employee with the intent of receiving a contract from the SLBA or favorable treatment under a contract;
- 2) Having or acquiring at any point during the RFQ process or during the term of any Contract, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with Respondent's performance of its duties and responsibilities to the SLBA under a Contract or otherwise create the appearance of impropriety with respect to the award or performance of a Contract; or
- 3) Currently in possession of or accepting during the RFQ process or the term of any Contract anything of value based on an understanding that the actions of the Respondent or its affiliates or interests on behalf of the SLBA will be influenced.

H) BREACH OF CONTRACT

Except as otherwise disclosed in an exhibit to Respondent's submission, Respondent is not in material default or breach of any contract or agreement that it may have with the State of Michigan or any of its departments, commissions, boards or agencies, or any other public body in the State of Michigan. Further, Respondent represents and warrants that it has not been a party to any contract with the State of Michigan or any public body that was terminated within the previous five (5) years because the Respondent failed to perform or otherwise breached an obligation of such contract.

I) DISCLOSURE OF LITIGATION

Except as otherwise disclosed in an exhibit to Respondent's submission, there is no criminal litigation, investigations or proceedings involving the Respondent (and each subcontractor, if subcontractors will be used to provide any goods/services requested under this RFQ) or any of the Respondent's officers or directors or any litigation or proceedings under the Sarbanes-Oxley Act. In addition, Respondents must disclose in the exhibit requested under this Section of the RFQ any civil litigation, arbitration or proceeding to which the Respondent (or, to the extent Respondent is aware, any subcontractor) is a party and which involves: (1) disputes that might reasonably be expected to adversely affect the viability or financial stability of the Respondent (or subcontractor); or (2) a claim or written allegation of fraud or breach of contract against Respondent (or, to the extent Respondent is aware, subcontractor), by a governmental or public entity arising out of their business dealings with governmental or public entities. Details of any settlements which Respondent is prevented from disclosing under the terms of the settlement may be annotated as such.

J) FALSE INFORMATION

If the SLBA determines that a Respondent purposefully or willfully submitted false information in response to this RFQ, the Respondent will not be considered for an award and any resulting Contract that may have been executed may be terminated.

K) DISCLOSURE

All Respondents should be aware that submissions submitted to the SLBA in response to this RFQ may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the Freedom of Information Act ("FOIA"). Accordingly, confidential information should be excluded from Respondents' submissions. Respondents, however, are encouraged to provide sufficient information to enable the SLBA to determine the Respondent's qualifications and to understand or identify areas where confidential information exists and could be provided. The FOIA also provides for the complete disclosure of a Contract and any attachments or exhibits thereto.

L) PRICES HELD FIRM

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in Respondent's response to this RFQ will be firm for at least two years after submission of your response. No price changes will be permitted. IN THE EVENT THAT PROPOSED CHANGES ARE NOT ACCEPTABLE TO THE SLBA, THE CONTRACT SHALL BE TERMINATED, AND THE MODIFIED CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING.

M) CLARIFICATION/CHANGES IN THE RFQ

Changes made to the RFQ as the result of responses made to qualifying questions or concerns will be posted through the SIGMA system and on our website. Respondents are encouraged to regularly check these sites for changes or other information related to the RFQ.

If the initial period does not produce a viable response, the SLBA may, at its discretion, extend the period until it receives a viable submission. Timelines will be moved to correspond to the accepted submission date. Notification of an extension will be made through the SIGMA system. The first qualifying submission that is received and accepted will end the extension period.

N) ELECTRONIC BID RECEIPT

YOUR SUBMISSION MUST BE RECEIVED AS NOTED ON THE RFQ COVER PAGE. Respondents are responsible for timely submission of their documentation. THE SLBA HAS NO OBLIGATION TO CONSIDER ANY SUBMISSION THAT IS NOT RECEIVED BY THE APPOINTED DATE AND TIME.

O) RESERVATION OF SLBA DISCRETION

Notwithstanding any other statement in this RFQ, the SLBA reserves the right to:

- 1) reject any and all submissions;
- 2) waive any errors or irregularities in the bidding process or in any submission;
- 3) rebid the project;
- 4) negotiate with any Respondent for a reduced price, or for an increased price to include any alternates that the Respondent may propose;
- 5) revise or reduce the scope of the project, and rebid or negotiate with any Respondent regarding the revised project;
- 6) defer or abandon the project
- 7) amend or revise the RFQ; AND/OR
- 8) request clarification of information submitted and to request additional information of one or more Respondents.

The SLBA's decision is final and not subject to appeal. Any attempt by an Respondent, collaborating entity, or other party of interest to the project to influence the awards process, to appeal, and/or take any action, including, but not limited to, legal action, regarding the submission or awards process in general may result in the Respondent's disqualification and elimination from the award process.

P) JURISDICTION

The laws of the State of Michigan shall govern this Agreement. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, the Ingham County Circuit Court in

Ingham County, Michigan. By signing this Agreement, Respondent acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Contractor resides, in or outside of the United States.

Q) ADDITIONAL CERTIFICATION

Pursuant to Public Act 517 of 2012, an Iran linked business is not eligible to submit a submission on a request for qualifications, with a public entity.

Respondents must certify on the Cover Sheet that it is not an Iran-linked business as defined in MCL 129.312.

Failure to sign this certification will result in disqualification from consideration.

ATTACHMENT A

Request for Proposal/Qualification Response Cover Sheet Form

(Attach as a cover sheet to your Technical Submission file)

ENVIRONMENTAL CONSULTANT

RFQ-CASE-20-005

General Information:

Firm Legal Name: _____ SIGMA ID #: _____

Firm's DBA (if any): _____

Firm's Address: _____

Firm's Telephone #: _____ Fax #: _____

Contact Name: _____ Contact's Telephone #: _____

Contact's Email Address: _____

Name of Authorized Signatory for the firm: _____

Michigan Limited Liability Corp

Michigan Corporation

Other: _____

Check if firm qualifies as any of the following: DBE MDE WBE

CERTIFICATIONS-Authorized Signatory to initial each of the following, as applicable:

_____ Respondent certifies that it is not an Iran-linked business as defined in MCL 129.312.

_____ Respondent certifies that all taxes are paid to federal, state, and local jurisdictions as of this date.

_____ Respondent certifies that it owes no outstanding debt to the State of Michigan or SLBA.

_____ Respondent certifies that: (check one)

To the best of its knowledge, there exists no actual or potential conflict of interest between Respondent, Respondent's project manager(s) or its family's business or financial interests ("Interests") and the service provided under a potential Contract.

That there is an actual or potential conflict which is explained in the submittal.

SERVICE CATEGORIES: Phase I ESA Phase II ESA/BEA ACM/Haz Mat Survey & Rpt

LBP Services Air Clearance Services Demo Site Supervision Brownfield Reports

GEOGRAPHICAL AREA(S): Please indicate your geographical limits for services: _____

Date: _____

Signature of Authorized Signatory

*Your SIGMA ID Number is located in your State of Michigan vendor file. If you are not currently registered as a vendor with the State of Michigan, you may go to: www.michigan.gov/SIGMAVSS and register. If you have any problems, please contact the SIGMA helpline at 1-800-856-6246.

ATTACHMENT B

**INDEPENDENT PRICE DETERMINATION AND
PRICES HELD FIRM CERTIFICATION**

INDEPENDENT PRICE DETERMINATION

By submitting a response to this RFQ, the Respondent certifies, and in the case of a joint submission, each party thereto certifies as to its own organization, that in connection with this submission:

1. The prices in the submission have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Respondent or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the submission have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not submit a submission for the purpose of restricting competition.

Each person signing the submission certifies that she/he:

- A) Is the person in the Respondent's organization responsible within that organization for the decision as to the prices being offered in the submission and has not participated (and will not participate) in any action contrary to 1, 2, and 3 above; or
- B) Is not the person in the Respondent's organization responsible within that organization for the decision as to the prices being offered in the submission but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 1, 2, and 3 above.

A submission will not be considered for award if this Attachment B has been altered so as to delete or modify 1 or 3, above. If 2, above, has been modified or deleted, the submission will not be considered for award unless the Respondent provides, with this Attachment B, a signed statement which sets forth, in detail, the circumstances of the disclosure and the SLBA determines that such disclosure was not made for the purpose of restricting competition.

PRICES HELD FIRM

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in Respondent's response to this RFQ will be firm for the duration of the Contract. No price changes will be permitted.

Signed: _____
Print Name: _____

Date: _____

ATTACHMENT C

SAMPLE
PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS

The State Land Bank Authority, formerly known as the Michigan Land Bank Fast Track Authority, (the "SLBA") enters into a binding agreement for professional services (the "Agreement") with CONTRACTOR (the "Contractor"). The SLBA and Contractor shall sometimes be referred in this Agreement individually as a "Party" or collectively as "Parties".

Contractor: Name
 Address
 Address

I. NATURE OF SERVICES

Fill in a description of the Nature of Services based upon the information in the CASE.

II. PERFORMANCE SCHEDULE

Starting Date: MONTH XX, 20XX

Ending Date: MONTH XX, 20XX

The term of this Agreement (the "Term") shall begin on the Starting Date and end on the Ending Date, unless terminated earlier, as permitted under Section V(J) of this Agreement.

III. COMPENSATION INFORMATION

- A) The SLBA agrees to pay Contractor an amount not to exceed Amount Dollars and Some Cents (\$XXX) during the Term.
- B) Payment(s) under this Agreement shall be made by the SLBA to Contractor upon receipt and approval by the Contract Manager of Contractor's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Contractor shall provide Contractor's billing statement(s) to Contract Manager or at Contract Manager's direction on a monthly basis. Contract Manager shall provide Contractor with appropriate submission instructions of Contractor's billing statement(s).
- C) All billing statement(s) must reflect actual work done. The specific details of billing statement(s) and payments will be agreed upon between the Contract Manager and the Contractor after the Agreement has been signed and accepted by both the Contractor and the SLBA.

- D) Public Act 533 of 2004 requires that payments under this Agreement be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
- E) Changes in the budget will be allowed only upon prior review and written approval by the Contract Manager.
- F) Contractor's billing statement(s) may be subject to a final audit prior to the release of final payment.

IV. SLBA CONTRACT MANAGER

Contractor should communicate with the following SLBA representative or designee regarding this Agreement:

Linda Horak (the "Contract Manager")
State Land Bank Authority
111 S Capitol Ave
Lansing, Michigan 48933
horakl@michigan.gov

V. TERMS AND CONDITIONS

A) Contractor Duties

Contractor agrees to undertake, perform, and complete the services described in Exhibit A, the Request for Proposals entitled "RFQ Case 20-005: Environmental Consultants" which is incorporated herein by reference. In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

B) Independent Contractor

Contractor will act as an independent contractor under this Agreement, and neither Contractor nor any employee or agent or contract personnel of Contractor is, or shall be deemed to be, an employee of the SLBA due to this Agreement and the relationship between Contractor and SLBA. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- 1) Contractor will provide the services under this Agreement free from the direction or control of the SLBA as to means, manners, and methods of performance;
- 2) Contractor has the right and does fully intend to perform services for third parties during the Term;
- 3) Contractor acknowledges that any work product developed by Contractor in performance of this Agreement shall be the sole property of the SLBA and the SLBA shall have the right to copyright or otherwise protect its rights in and ownership of the work product;

- 4) The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and the SLBA shall not hire, supervise, or pay any assistants to help Contractor;
- 5) Neither Contractor nor Contractor's employees or contract personnel shall receive any training from the SLBA in the professional skills necessary to perform the services required by this Agreement;
- 6) Neither Contractor nor Contractor's employees or contract personnel shall be required by the SLBA to devote full time to the performance of the services required by this Agreement; and
- 7) Contractor does not receive the majority of its annual compensation from the SLBA.

The Parties acknowledge and agree that the SLBA is entering into this Agreement with reliance on the representations made by Contractor relative to its independent contractor status.

C) Permits and Licenses

Contractor declares that Contractor has complied with all federal, state and local laws requiring any business permits, certificates or licenses required to carry out the services to be performed under this Agreement, and Contractor will maintain those permits, certificates and/or licenses throughout the Term.

D) Materials

Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

E) State and Federal Taxes

The SLBA will not:

- 1) Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; or
- 2) Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state, federal or local income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including, but not limited to all applicable income taxes. If requested by the SLBA, Contractor shall provide proof that such payments have been made.

F) Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the SLBA.

G) Workers' Compensation

The SLBA shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor shall cover them with workers' compensation insurance and shall maintain such insurance during the Term. Statutory coverage or proof acceptable to SLBA of approval as a self-insurer by the State of Michigan with minimum limits as follows:

- 1) Workers' Compensation – statutory;
- 2) Employer's Liability - \$100,000 each accident/\$100,000 disease – each employee;
and
- 3) \$500,000 disease – policy limit.

The SLBA may, in its discretion, require Contractor to provide evidence of such coverage.

H) Unemployment Compensation

The SLBA shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by the SLBA under this Agreement.

I) Access to Records

During the Term, and for seven (7) years after the Ending Date, Contractor shall maintain reasonable records, including evidence that the requested services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the SLBA or its authorized representative at any time during this period.

J) Termination

Either Party may terminate its obligations under this Agreement by giving the other Party thirty (30) calendar days prior written notice of such termination.

The SLBA may immediately terminate this Agreement upon written notice to Contractor if Contractor materially breaches its obligations under this Agreement or engages in any conduct which the SLBA, in its sole discretion, determines has or could have an adverse impact on the State of Michigan's (the "State") or the SLBA's reputation or interests. In addition, the SLBA may immediately terminate this Agreement upon written notice to Contractor, without further liability to the SLBA or the State, its departments, agencies, and employees, if Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense relating to a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards

for State employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the SLBA, reflects on Contractor's business integrity.

Contractor acknowledges that SLBA's performance of its payment obligation is dependent upon the continued approval of funding and/or the SLBA's continued receipt of State funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, including the SLBA: (a) takes any action which fails to provide, terminates or reduces the funding that is related to the source of funding for this Agreement; or (b) takes any action that is unrelated to the source of funding for this Agreement, but affects the SLBA's ability to perform obligations under this Agreement, the SLBA may terminate this Agreement by providing thirty (30) calendar days notice prior to the effective date of cancellation. In the event, however, that the action of the State Legislature, the State of Michigan or SLBA results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of notice to the Contractor. In the event of immediate termination of funding, the SLBA will make payment through the effective date of termination for any undisputed services rendered and expenses incurred.

The SLBA shall have no obligation to Contractor for any fees or other payments incurred in connection with this Agreement after the effective date of termination. Upon termination, all work product prepared or produced by Contractor pursuant to this Agreement shall be immediately delivered to the SLBA. Payment for any undisputed services rendered and expenses incurred through the effective date of termination will then promptly be made by the SLBA.

K) SLBA Employees

Contractor will not hire any employee of the SLBA to perform any services covered by this Agreement without prior written approval from the Director of the SLBA.

L) Confidential Information

Except as required by law, Contractor shall not use or disclose, either before, during or after the Term, any proprietary or confidential information, including, but not limited to, applications, business bids, business plans, economic development analyses, computer programs, databases and all materials furnished to Contractor by the SLBA (collectively, "Confidential Information") without the prior written consent of the SLBA, except to the extent necessary to perform services on the SLBA's behalf. Confidential Information does not include information obtained by Contractor from third party sources; that is already in the possession of, or is independently developed by, Contractor; that becomes publicly available other than through breach of this Paragraph; or, is released with the prior written consent of the governmental entity or entities that provided the Confidential Information to Contractor. Contractor acknowledges that all information provided by the SLBA in connection with Contractor's duties under this Agreement shall be treated as Confidential Information unless otherwise stated in this subsection.

M) Conflict of Interest

Except as has been disclosed to the SLBA, Contractor affirms that neither the Contractor, nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Contractor's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Contractor further affirms that neither Contractor nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or its affiliates or either's employees on behalf of the SLBA would be influenced. Contractor shall not attempt to influence any SLBA employee by the direct or indirect offer of anything of value. Contractor also affirms that neither Contractor, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or its Affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Contractor will inform the SLBA regarding possible conflicts of interest which may arise as a result of such change. Contractor agrees that conflicts of interest shall be resolved to the SLBA's satisfaction or the SLBA may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

N) Representations of Contractor

Contractor affirms to the best of its knowledge that it or its owners:

- 1) Do not have any criminal convictions.
- 2) Are not subjects of any pending criminal investigation.
- 3) Are not subjects of any past, present or pending investigations by the Internal Revenue Service or any other federal or state taxing body or court.
- 4) Are not subjects of any past, pending or present litigation regarding its conduct.
- 5) Are not in material default or breach of any contract or agreement that it may have with the State of Michigan, the SLBA or any other public body. Contractor further represents and warrants that it has not been a party to any contract with the State, the SLBA or other public body that was terminated within the previous five (5) years due to the Contractor's failure to perform or otherwise breached an obligation of such contract.

O) State of Michigan Competitors

Any information or knowledge Contractor gains during the course of this Agreement concerning the economic development efforts of the State of Michigan, the SLBA, or the business conditions or business community in Michigan shall not be disclosed to any public or private party, sovereign authority or foreign government, during the Term and for a period

of two (2) years after the later of the Ending Date, the effective date of termination of this Agreement or so long as any information remains confidential pursuant to any contract, law, treaty, resolution or other enforceable promise.

P) Irreparable Injury

Contractor acknowledges that if it breaches any of its obligations under Paragraphs L and O above, it will cause damages of an irreparable and continuing nature to the SLBA, for which money damages alone will not provide adequate relief. Therefore, in addition to all appropriate monetary damages, the SLBA is entitled to obtain injunctive relief, including, but not limited to, a temporary restraining order to prohibit the Contractor's continuing breach. The SLBA shall have the right to obtain such relief without having to post any bond or other surety.

Q) Indemnification and Contractor Liability Insurance

Contractor shall indemnify, defend, and hold harmless the SLBA, its Board and its employees (the "Indemnified Parties") from any and all liability arising out of or in any way related to Contractor's performance under this Agreement, including any liability resulting from any acts of Contractor's employees or agents.

Contractor shall purchase and maintain such insurance to protect the Indemnified Parties from claims that might arise out of or as a result of Contractor's operations. Contractor shall require Contractor's subcontractors to purchase and maintain, at their sole expense and as long as they are providing services to SLBA, the following insurance coverage:

- 1) Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include SLBA as additional insured for work performed by Contractor or for Contractor in accordance with this Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

- 2) Automobile – Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include SLBA as additional insured for work performed by or for Contractor in accordance with this Agreement.

Minimum Limits:

- No-fault coverages – statutory
- \$500,000 per person/\$1,000,000 per accident – bodily injury
- \$500,000 per occurrence – property damage **OR**
- A combined single limit of \$1,000,000 per occurrence

Insurance coverage shall cover all claims against SLBA, or their respective officials and employees, arising out of the work performed by Contractor or any of its subcontractors under this Agreement. For all work subcontracted, it shall be the responsibility of Contractor to maintain (or to arrange for the subcontractors to maintain) Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to SLBA. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of this Agreement by SLBA. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto. Contractor waives all rights against the SLBA for the recovery of damages that are covered by insurance policies the Contractor is required to maintain pursuant to this Agreement. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver. All insurance coverage provided relative to this Agreement is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by SLBA. If the Contractor's policy contains coverage limits higher than the required minimums, the SLBA is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Contractor to any indemnified party or other person.

Contractor will provide and maintain its own errors and omissions liability insurance for Contractor's indemnification obligation under this Agreement. The insurance shall be written for not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate of coverage, but Contractor's indemnification obligation is not limited to this amount. Contractor's errors and omissions liability insurance coverage shall include coverage for claims resulting from acts of forbearance that cause or exacerbate pollution and claims of bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate of coverage. This insurance is required of all professional firms who conduct professional environmental services.

R) Total Agreement

This Agreement, together with Exhibit A, contains the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by written agreement signed by the Parties.

S) Assignment/Transfer/Subcontracting

Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the SLBA.

Contractor agrees that any of Contractor's future successors or subcontractors will be bound by the provisions of this Agreement, unless the SLBA otherwise agrees in a specific written consent. The SLBA reserves the right to approve subcontractors for this Agreement and to require Contractor to replace subcontractors who are found to be unacceptable to the SLBA.

T) Non-Discrimination and Unfair Labor Practices

In connection with this Agreement, Contractor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, gender, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position. Contractor further agrees that every subcontract entered into in connection with this Agreement will contain a provision requiring nondiscrimination in employment, as required in this Agreement, binding upon each subcontractor.

In addition, as provided in Executive Directive 2019-09, Contractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

Pursuant to 1980 PA 278 (the "Act"), MCL 423.321 *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled by the United States National Labor Relations Board. Contractor, in relation to this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears on this register. Pursuant to section 4 of the Act, the SLBA may void this Agreement if, after the Starting Date, the name of the Contractor as an employer or the name of the subcontractor, manufacturer or supplier of Contractor appears on the register.

A breach of this Paragraph constitutes a material breach of this Agreement.

U) Jurisdiction

The laws of the State of Michigan shall govern this Agreement. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, the Ingham County Circuit Court in Ingham County, Michigan. By signing this Agreement, Contractor acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Contractor resides, in or outside of the United States.

V) **Compliance with Laws**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the services under this Agreement.

W) **No Partnership or Agency Relationship**

This Agreement does not create a partnership relationship. Further, neither Contractor nor Contractor's employees or other representatives shall hold themselves out to third parties as an agent or representative of the State of Michigan, or the SLBA, nor shall they have any authority to take any action or enter into any agreement on behalf of the State of Michigan, or the SLBA.

X) **No Third-Party Beneficiaries**

There are no expressed or implied third-party beneficiaries to this Agreement.

Y) **Counterparts**

This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

Z) **Reimbursement**

If this Agreement is terminated as a result of the misuse of funds as reasonably determined by the SLBA, SLBA shall have no further obligation to make any payments to Contractor. Furthermore, Contractor shall reimburse SLBA for payments which were expended for purposes other than those described in this Agreement, as well as any funds which were previously disbursed under this Agreement but not yet expended by Contractor.

AA) **Survival**

The terms and conditions of sections III, V(B), V(E), V(F), V(G), V(H), V(I), V(L), V(O), V(P), V(Q), V(S), V(U), V(W), V(X) and V(Z) shall survive termination of this Agreement.

BB) **Publicity**

At the request and expense of the SLBA, the Contractor will cooperate with the SLBA to promote the Scope of Work through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

The signatories below warrant that they are empowered to enter into this Agreement.

CONTRACTOR ACCEPTANCE:

CONTRACTOR

Dated: _____

Name
Title

SLBA ACCEPTANCE:

State Land Bank Authority

Dated: _____

Name
Title

ATTACHMENT D

Effective 1/1/2020 – State of Michigan (DTMB) Schedule of Travel Rates

MICHIGAN SELECT CITIES *

	<u>Individual</u>
Lodging	\$85.00
Breakfast	\$10.25
Lunch	\$10.25
Dinner	\$24.25

MICHIGAN IN-STATE ALL OTHER

	<u>Individual</u>
Lodging	\$85.00
Breakfast	\$ 8.50
Lunch	\$ 8.50
Dinner	\$19.00

Per Diem (\$87.00 Maximum)

Lodging	\$51.00
Breakfast	\$ 8.50
Lunch	\$ 8.50
Dinner	\$19.00

Mileage Rates

Premium Rate	\$0.575 per mile
Standard Rate	\$0.340 per mile

**Michigan Select Cities/Counties*

Cities: Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Mackinac Island, Petoskey,
Pontiac, South Haven, Traverse City

Counties: All of Grand Traverse, Wayne and Oakland