



STATE LAND BANK AUTHORITY

REQUEST FOR QUALIFICATIONS

RFQ 2023-004

ENVIRONMENTAL CONSULTANTS

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

Important Dates:

Event	Date Due	Time Due	Method of Communication
RFQ Release	January 17, 2023		SLBA Website
Questions on RFQ	January 30, 2023	5:00 pm	Send questions to: landbank@michigan.gov
Answers to Questions	February 3, 2023	5:00 pm	SLBA website
Submissions	February 24, 2023	5:00 pm	Send submissions to: landbank@michigan.gov
Award/Reject	March 17, 2023		Direct

REMINDER

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

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

Submit marked electronic files of your Technical Submission and Price Proposal as noted on the RFQ cover page. The State Land Bank Authority (“SLBA”) will review submissions immediately following the due date. The SLBA has no obligation to consider any submission that is not timely received. **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 2023-004 Technical Submission” and “RFQ 2023-004 Price Proposal”

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
Post Office Box 30766
Lansing, Michigan 48909
landbank@michigan.gov

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REQUEST FOR QUALIFICATIONS
RFQ 2023-004

ENVIRONMENTAL CONSULTANTS

This RFQ is issued by 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 potential contract(s) awarded as a result of this RFQ ("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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Post Office Box 30766
Lansing, Michigan 48909
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SECTION I STATEMENT OF WORK

A) PURPOSE & BACKGROUND STATEMENT

The SLBA is looking to qualify corporate firms, companies, teams, individuals, or professionals (“Respondent”) to perform a range of environmental services on select SLBA properties across the State of Michigan 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.

A successful Respondent 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 & DELIVERABLES

This RFQ is open to all environmental professionals who are capable and qualified to meet the objectives and requirements described in this document. Respondent is not required to respond to all subject categories. Qualified DBE/MDE/WBE organizations are encouraged to respond. Respondent must be in good standing with the State of Michigan and have all required licenses and certifications for the subject categories to which it is responding 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 subject categories. Respondent may include any or all of the subject categories in its submission for which it is qualified.

1. **Phase I Environmental Site Assessment (ESA):** The scope of work for this category may include, but not necessarily be limited to, the following components:
 - a. Perform a records review to obtain and review records that will help identify Recognized Environmental Conditions (“RECs”) 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 RECs in connection with the property or properties.
 - d. Perform interviews, including, but limited to, owners, occupants, and government officials to obtain information indicating RECs 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 RECs constituted by the presence or likely presence of any hazardous substances on the property or properties or into the soil, groundwater, or surface water of the property or properties.
 - g. Provide expert witness services relating to the Phase I ESA.
 - 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 E1527-21 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 (ESA):** Perform a site-specific Phase II ESA to evaluate any RECs and/or any other potential environmental concerns identified in the Phase I ESA. The Phase II ESA investigation shall be based on the ASTM’s Standard Practice for Environmental Site Assessments: Phase II ESA Process/Designation E1903-19. 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 Environment, Great Lakes, and Energy 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 or properties 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 United States Environmental Protection Agency (USEPA) 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 or properties, owner and/or owner's representative name and contact information, brief description of the property or properties and general site maps of the property or properties 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, USEPA 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 or properties, 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 USEPA 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 or properties, owner and/or owner's representative name and contact information, brief description of the property or properties and general site maps of the property or properties 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 cleanup of LBP.
 - 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 both site inspection services and site supervision services during demolition activities. Price proposal should include an hourly rate for 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.
 - 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 of Michigan.
- 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.

Respondent should state on the Cover Sheet (Attachment A) the subject categories it is responding to and the geographic area(s) within the State of Michigan where it can provide these environmental services. SLBA recognizes that a Respondent may have specific familiarity with its local geographic area. As the SLBA has properties throughout the State of Michigan, the SLBA desires to match a successful Respondent 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**

Respondent may provide its submission package for consideration as follows:

1. One (1) complete electronic copy of the submission package must be received via email to landbank@michigan.gov before **5:00 pm EST on February 24, 2023**. Submission package may not be sent by mail or facsimile. Late submissions will not be accepted.
2. Respondent shall submit separately marked electronic files for its Technical Submission and Price Proposal. Respondent shall limit its submission package file(s) to 15MB. Respondent may send more than one file for its submission package in response to this RFQ.

RESPONDENTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE FILE NAME OF YOUR SUBMISSION:

- "RFQ 2023-004 Technical Submission" and "RFQ 2023-004 Price Proposal"

B) **SUBMISSION REQUIREMENTS & FORMAT**

The submission package shall include the following items to be considered:

1. **Business Organization and History**. State the full name, address, and phone 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 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 subject categories you are responding to. Include sufficient detail to demonstrate the relevance

of such 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 B-5, above, should include detailed information about each potential subcontractor.
8. Financial Stability. Provide the organizations two (2) most recent fiscal year 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 a proposed 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. References. Provide a minimum of two (2) 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.
12. Violations. Briefly list and describe any state or federal environmental violations Respondent has received in the past five (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.
13. Additional Information and Comments. Include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

C) PRICE PROPOSAL

Respondent shall provide a fee schedule for each of the subject categories of services the Respondent 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 the SLBA a sense of your pricing for projects and typical deliverables. Attach a schedule of all expenses covering each of the subject categories of services and activities identified in your submission. Expenses to be outlined include, but are not limited to, sampling costs, staffing billing 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 Respondent's office, provide reimbursable costs for travel expenses to the project site at the State of Michigan's rates (Attachment D). Other travel expenses are not to be included in your fee structure.

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

Scenario #1: An average Phase I ESA on a one (1) acre or less commercial lot. Provide a sample of the Phase I ESA 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 two thousand (2,000) square foot structure with sixty (60) samples. Provide a sample of a similar report. Sample 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 an Act 381 Work Plan and Brownfield Plan. Sample reports should be part of the Price Proposal file.

THE PRICE PROPOSAL MUST BE IDENTIFIED AND SENT SEPARATELY FROM THE TECHNICAL PORTION OF YOUR PROPOSAL ACCORDING TO THE INSTRUCTIONS OF THIS RFQ. Price Proposals file(s) 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 three (3) years after the date this RFQ submission is due; no price increase will be permitted.

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

A) QUESTIONS

Questions from any Respondent concerning the specifications in this RFQ must be received via e-mail to landbank@michigan.gov, no later than **5:00 pm on January 30, 2023**.

B) SUBMISSIONS

To be considered, Respondent 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 a 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

The selection of a qualified Respondent will be based on SLBA's review on content and quality of submittals in addressing the requirements described in Section II of this RFQ, and each submission will be evaluated based upon a two-step selection process described below. An additional third step applies to specific project requests as described below. Once a Respondent is selected for the QEPs list, their geographic preferences and prices shall be utilized to determine if they receive a request for quote on a specific project in the subject category(ies) of services Respondent has indicated a desire to be considered for. This RFQ is not a binding agreement. Submittals will be assessed in accordance with the evaluation criteria, and Respondents will be notified whether they have been selected.

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 submission package
 - submission is signed physically or electronically
 - submission satisfies the form and content requirements of this RFQ

2) Step II – Criteria for Satisfactory Submissions

- a) Only submissions satisfying Step I will be considered by a Joint Evaluation Committee ("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 Capacity* – The Respondent should indicate its ability to meet the requirements of talent and expertise in the subject categories identified in this RFQ.

		Points Possible
1.	Statement of Work	5
2.	Respondent Information/Completeness	15
3.	<i>Prior Experience</i>	<i>30 (per subject category)</i>
4.	<i>Personnel</i>	<i>30 (per subject category)</i>
5.	<i>Financial Stability & Insurance</i>	20
TOTAL		100 - 460

- c) During the JEC’s review, Respondent may be required to make an oral presentation of its proposal to the JEC. The presentation provides an opportunity for the Respondent to clarify the proposal. The SLBA will schedule any presentations, if requested by the JEC.
- d) Only those submissions receiving a score of **eighty five percent (85%) or more** in the Technical Proposal evaluation will have their Pricing Proposal 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, subject category of services, and the QEPs list, the SLBA will request pricing related to a specific property or properties 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 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 a specific project*.

E) RESPONDENTS COSTS

SLBA will not reimburse Respondent for any cost(s) involved in the preparation and submission of its response to this RFQ or in the preparation for and attendance at subsequent interviews. Furthermore, this RFQ does not obligate SLBA to accept or contract for any expressed or implied services.

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 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) CONFLICTS OF INTEREST

The Respondent must disclose, in an exhibit to the submission, any possible conflicts of interest, as part of their response, to SLBA. SLBA will consider the nature of the Respondent's responsibilities and the degree of potential or apparent conflict in deciding the course of action that the Respondent needs to take to remedy the conflict of interest. A conflict of interest exists wherever an individual could benefit directly or indirectly from access to information or from a decision over which they may have influence and includes a perceived conflict where someone might reasonably perceive there to be such benefit and influence. A conflict of interest occurs when a staff member or consultant attempts to promote a private or personal interest that results in an interference with the objective exercise of their job responsibilities or gains any advantage by his/her position and working relationship with SLBA. Conflicts of interest may be real, potential or perceived. Failure by the Respondent to disclose a conflict of interest, be it real, potential, or perceived, will result in disqualification.

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 and will result in disqualification 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 submission to this RFQ will be firm for at least three (3) years after submission of its submission package. 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 on SLBA's website. Respondents are encouraged to regularly check for changes or other information related to this 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. Timeliness will be moved to correspond to the accepted submission date. Notification of an extension will be made on SLBA's website. The first qualifying submission that is received and accepted will end the extension period.

N) ELECTRONIC BID RECEIPT

RESPONDENT SUBMISSIONS MUST BE RECEIVED AS NOTED ON THE RFQ COVER PAGE. Respondent is responsible for timely submission of its 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 a 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 RFQ. The parties shall make a good faith effort to resolve any controversies that arise regarding this RFQ. If a controversy cannot be resolved, the parties agree that any legal actions concerning this RFQ shall be brought in the Michigan Court of Claims or, as appropriate, the Ingham County Circuit Court in Ingham County, Michigan. Respondent acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Respondent 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 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 submission to this RFQ will be firm for at least three (3) years after submission of its submission package. No price changes will be permitted.

Signed: _____

Printed Name: _____

Dated: _____

ATTACHMENT C

**STATE LAND BANK AUTHORITY
PROFESSIONAL SERVICES CONTRACT WITH
CONTRACTOR**

The State Land Bank 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.

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 XXX Dollars (\$XXX) during the Term. This amount includes all embedded expenses.
- B) Payment under this Agreement shall be made by the SLBA to Contractor upon receipt and approval by the Contract Manager, as identified in Section IV, 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:

NAME (the "Contract Manager")
State Land Bank Authority
Post Office Box 30766
Lansing, Michigan 48909
xxx@michigan.gov

V. TERMS AND CONDITIONS

A) Contractor Duties

- (i) Contractor agrees to undertake, perform, and complete the services described in Exhibit A, 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.
- (ii) Within seven (7) business days of the last business day of each month, the Contractor will provide a progress report to the SLBA Contract Manager. The progress report must contain a brief summary of the work accomplished during that month; the work to be accomplished during the subsequent month; and any problems, real or anticipated which should be brought to the attention of the SLBA Contract Manager. Further, this report must provide notice of any significant deviation from previously agreed upon work plans.

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:

- (i) 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;
- (ii) Contractor has the right, and does fully intend, to perform services for third parties during the Term;
- (iii) 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;

- (iv) 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;
- (v) 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;
- (vi) 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
- (vii) 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:

- (i) Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; or
- (ii) 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 the SLBA with 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 those employees with workers' compensation insurance and shall maintain such insurance during the Term.

- (i) Workers' Compensation – statutory;
- (ii) Employer's Liability - \$100,000 each accident / \$100,000 disease – each employee; and
- (iii) \$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 that, 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 Executive 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 a change in either the interests or services under this Agreement, Contractor will inform the SLBA regarding possible conflicts of interest that 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 subsection, "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:

- (i) do not have any criminal convictions;
- (ii) are not subjects of any pending criminal investigation;
- (iii) are not subjects of any past, present or pending investigations by the Internal Revenue Service or any other federal, state, or local taxing authority, or court;
- (iv) are not subjects of any past, pending or present litigation regarding its conduct; and
- (v) 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 subsections L or O, 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:

- (i) 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

- (ii) 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 subsection 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) **Severability**

All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

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.

CC) **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), V(Z) and V(AA) shall survive termination of this Agreement.

(remainder of page intentionally left blank)

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

CONTRACTOR ACCEPTANCE:

CONTRACTOR

Dated: _____

By: Authorized Signer
Its: Title

SLBA ACCEPTANCE:

State Land Bank Authority

Dated: _____

By: Jeffrey M. Huntington
Its: Authorized Officer

EXHIBIT A
SCOPE OF WORK

XXX

ATTACHMENT D

TRAVEL RATES

Effective 1/1/2023 – State of Michigan (DTMB) Schedule of Travel Rates

MICHIGAN SELECT CITIES *

Lodging	\$85.00
Breakfast	\$11.75
Lunch	\$11.75
Dinner	\$28.00

MICHIGAN IN-STATE ALL OTHER

Lodging	\$85.00
Breakfast	\$9.75
Lunch	\$9.75
Dinner	\$22.00

Per Diem (maximum) \$92.50

Lodging	\$51.00
Breakfast	\$9.75
Lunch	\$9.75
Dinner	\$22.00

MILEAGE RATES

Premium Rate	\$0.655 (per mile)
Standard Rate	\$0.440 (per mile)

****Michigan Select Cities/Counties***

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

Counties: Grant Traverse, Oakland, Wayne