

REQUEST FOR PROPOSAL

#6854

**INDIGENT LEGAL
REPRESENTATION
FOR
JUVENILE CASES
WASHTENAW COUNTY
TRIAL COURT**

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Angela O. Perry
Purchasing Manager
(734) 222-6768



Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover



WASHTENAW COUNTY Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

RFP #6854

October 15th, 2015

Washtenaw County Purchasing Division on behalf of the Washtenaw County Trial Court is issuing a sealed RFP #6854 for Indigent Legal Representation for Juvenile Cases. Effective February 1st, 2016, the County has a new Local Vendor Preference (LVP) policy. Information is enclosed explaining the criteria as well as the vendor certification and affidavit.

Sealed Proposals: Vendor will deliver one (1) **unbound original** and one (1) **bound copies each with the pricing page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Basement
Ann Arbor, MI 48104**

By Thursday November 12th, 2015 at 4:00 pm EST

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Your proposal submission envelope(s) must be clearly marked including FedEx & UPS package labels "SEALED RFP#6854"
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to perrya@ewashtenaw.org.
- Please direct technical questions regarding this RFP to Dept contact **via e-mail only** at dwyerd@ewashtenaw.org.

Thank you for your interest.

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

“Bidder”	An individual or business submitting a bid to Washtenaw County
“Contractor”	One who contracts to perform services in accordance with a contract
“County”	Washtenaw County in Michigan
“Court”	Washtenaw County Trial Court

II. TERMS

A. The Court reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the Court may consider. The Court does not intend to award a contract fully on the basis of any response made to the proposal; the Court reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the Court’s specifications and needs.

B. The Court reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Court to be in the best interests of the Court even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) unbound original and one (1) copy** and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

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F. The initial award of this contract shall be for a period of three (3) year(s), with an option to renew an additional two (2) year(s), pending agreement by both parties.

G. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor the Court and the County and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

H. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

I. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

J. Local Vendor Preference – A policy adopted by the Washtenaw County Board of Commissioners (BOC) that shall govern the procurement of goods, services and food from local vendors located in Washtenaw County and the State of Michigan. The intent of the BOC is to encourage and promote economic growth and regional job development. The policy shall be applied to Washtenaw County operated programs as allowed, except those that are federally funded directly or indirectly. All other Procurement Policies and Procedures remain in full effect. Please see “**Local Vendor Certification Application & Affidavit**” enclosed in this RFP.

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III. VENDOR SPECIFICATIONS

The proposal shall include **all** of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- A. State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience.

(Attach as Addendum A)

- B. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name and phone number.

(Attach as Addendum B)

- C. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.

(Attach as Addendum C)

- D. Review and attach Local Vendor Preference Certification information and signed Affidavit. Please **flag** Addendum E if applicable.

(Attach as Addendum D)

IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

V. SCOPE OF WORK

The successful bidder must:

- a. Provide legal representation for all juvenile cases as needed and required by Public Defender conflicts.
- b. Provide back-up legal representation for all felony level cases with which the Washtenaw County Public Defender's office, and the felony contract agency have a conflict.
- c. Be able to be reached and available in a timely manner when appointments are being made.
- d. Prepare for and attend all court hearings, settlement conferences, scheduling conferences and client meetings.

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- e. Perform necessary legal research, draft, and file and arrange for service of all necessary pleadings, memos, correspondence and other documents.

VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

CONTRACT FOR INDIGENT LEGAL REPRESENTATION FOR JUVENILE CASES

AGREEMENT is made this _____ day of _____, 2015, by the WASHTENAW COUNTY TRIAL COURT, 101 E. Huron, Ann Arbor, Michigan ("Court") and CONTRACTOR located at XXXXXXXX, Michigan ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will perform the following duties and responsibilities as needed:

Duties of Contractor:

The Contractor will ensure appropriate legal representation is provided to indigent respondents in juvenile delinquency and abuse and neglect cases before the Washtenaw County Trial Court, excluding appeals.

Administrative Services:

1. The Contractor will provide management oversight to the office operations and staff provided by the Trial Court for the conduct of timely and efficient services necessary to the statutory duties of the Courts.
2. The Contractor will recommend, approve, review and update all forms and official documents necessary to the fulfillment of legal representation services responsibilities.
3. The Contractor will be responsible to maintain attorney-client confidentiality with regard to cases and information pertaining to any assigned clients.
4. The Contractor will perform other such duties as may be required by law or necessary to the performance of this contract as determined by the Trial Court that are consistent with the legal representation of respondents.
5. The Contractor will work closely with the Trial Court and the Washtenaw County Public Defender's office to ensure a smooth working relationship between the parties.
6. The Contractor will guarantee that each attorney acting under this contract is qualified to provide the highest quality legal representation to indigent defendants and respondents appearing before the Washtenaw County Trial Court.

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7. The Contractor will maintain detailed records regarding each assigned case.
8. The Contractor assures that administrative services provided by each attorney acting under this contract shall conform to the requirements stated in 1 through 7 above.
9. Provide legal representation for all juvenile cases as needed and required by Public Defender conflicts, excluding appeals.
10. Provide back-up legal representation to the Felony Contract agency beginning at the Preliminary Examination stage and continuing through sentencing and after as required (i.e. restitution hearings, show cause hearings, parole violation hearings) for all felony level cases with which the Washtenaw County Public Defender's office, and the felony contract agency have a conflict, excluding appeals.
11. Be able to be reached and appear in a timely manner when appointments are being made.
12. Prepare for and attend all court hearings, settlement conferences, scheduling conferences and client meetings.
13. Perform necessary legal research, draft, and file and arrange for service of all necessary pleadings, memos, correspondence and other documents.
14. Handle felony cases referred by felony contractor due to conflicts.

ARTICLE II - COMPENSATION

The compensation for this contract shall be two hundred thousand dollars (\$200,000) per year to the Contractor. This sum shall be payable in equal monthly increments.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is responsible to the Washtenaw County Trial Court Chief Judge or designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the Chief Judge of the Trial Court or Trial Court Administrator.

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Section 4 - The Trial Court may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit an annual and/or a final, written report to the Chief Judge of the Trial Court or Trial Court Administrator.

Section 6 - After reasonable notice to the Contractor, the Trial Court may review any of the Contractor's internal records, reports, or insurance policies.

Section 7 - All sections in Article III are subject to confidentiality protections covered by attorney-client communication.

ARTICLE IV - TERM

The contract is for a three (3) year term beginning February 1, 2016. If both the Trial Court and the Contractor agree the contract may be extended for two (2) additional years. The extensions would be for one year at a time and would follow the same terms and conditions in the contract.

ARTICLE V- PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the Trial Court's written approval.

Section 2 - The Contractor will not hire any Trial Court employee for any of the required services without the Trial Court's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the Trial Court for any purpose.

Section 4 - No Contract Attorney or attorney employed by the Contractor may accept felony, NA or DL appointments from the Washtenaw County Trial Court for the duration of this contract.

Section 5 - No Contract Attorney or attorney employed by the Contractor may accept any private felony, NA or DL cases in Washtenaw County for the duration of this contract.

ARTICLE VI-INDEPENDENT CONTRACTOR

Contractor, the Court and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the Court or the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify Washtenaw County, the Court, their officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County or the Court in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-Contractor, or any employee, agent or representative of the Contractor or any sub-Contractor.

ARTICLE VIII- INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County and the Court shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County and the Court shall be added as “additional insured” on Professional liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms may be subject to the approval of the Trial Court Administrator, if requested by the Trial Court Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County or the Court. Contractor shall be responsible to Washtenaw County, the Court or insurance companies insuring Washtenaw County and the Court for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Trial Court Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Trial Court Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Trial Court Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County Trial Court Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X- INTEREST OF CONTRACTOR, COUNTY AND COURT

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County, the Court or member of their governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI- CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the Court may cancel this contract without liability or, at its discretion, deduct the full amount of the fee,

commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Consultant.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$12.00 per hour with benefits or \$14.07 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30th, 2016 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - ASSIGNS AND SUCCESSORS

This contract is binding on the Court and the Contractor, their successors and assigns. Neither the Court nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XV - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving one hundred twenty (120) days written notice to the other party. Upon termination of this contract the Contractor must turn over all cases, files and non-work product material to successor Contractor as directed and determined by the Trial Court.

ARTICLE XVI - EQUAL ACCESS

The Contractor shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the Court. Any publication of the information or results must be co-authored by the Court.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Court against such liability

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the Court and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXIII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

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WASHTENAW COUNTY TRIAL COURT

CONTRACTOR

By: _____
David S. Swartz (DATE)
Chief Judge
Washtenaw County Trial Court

By: _____
Contractor (DATE)

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

By: _____
Lawrence Kestenbaum
Clerk/Register of Deeds

Acknowledgement:

The County Administrator hereby acknowledges the foregoing document as executed in accordance with the existing Memorandum of Understanding between the County and the Court.

Verna J. McDaniel
Washtenaw County Administrator

PRICE SHEET

Please state your price for providing indigent legal representation for juveniles on an annual basis.

LOCAL VENDOR PREFERENCE DEFINITIONS:

Federal funded programs, whether they are receiving the funds directly or as a State pass through are exempt as mandated by the Federal Register 2 CFR Chapter I, Chapter II Part 200 section 200.319 Competition 7(b) effective December 26, 2014.

A. Washtenaw County Company – must meet all criteria listed:

- 1) Its headquarters is physically located within Washtenaw County, or it has been conducting business at a location with a permanent street address in the County on an ongoing basis for not less than one taxable year (12 consecutive months) prior to its bid or response to a Request for Proposals (RFP).
- 2) It has made payment of property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract. Or it has leased property for its Headquarters or business with in Washtenaw County for more than one year (12 consecutive months).
- 3) It has been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal.

B. Michigan Company - must meet all criteria listed:

- 1) Its headquarters is physically located within the State of Michigan, or it has been conducting business at a location with a permanent street address in the State of Michigan on an ongoing basis for not less than one taxable year prior to its bid or response to a Request for Proposals (RFP).
- 2) It has made payment of property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract. Or it has leased property for its Headquarters or business in the State of Michigan for more than one year (12 consecutive months).
- 3) It has been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal.

Local Vendor Certification Application & Affidavit

Background: To increase economic opportunity in Washtenaw County and the state of Michigan, the County provides a local vendor preference (when determining the award) as follows:

Washtenaw County based companies- A 5% bid discount for purchases greater than \$5,000 and up to \$200,000 and a 2% discount for purchases over \$200,000.

State of Michigan based companies – A 3% bid discount for purchases greater than \$25,000 and up to \$200,000 and a 1% discount for purchases over \$200,000.

Instructions: To qualify as a Washtenaw County or State of Michigan company, the following information must be provided:

1. If you are not an existing Washtenaw County vendor, complete the Washtenaw County Vendor Application available at:
<http://www.ewashtenaw.org/government/departments/finance/purchasing/information-for-vendors/how-to-become-a-vendor> The resulting e-mail confirmation must be printed and submitted.
2. Provide proof that you are a company registered in the State of Michigan by searching for your business on the State of Michigan Corporation Division Business Entity Search (http://www.dleg.state.mi.us/bcs_corp/sr_corp.asp). The resulting **business Details page** must be printed and submitted.
3. Provide proof that your local taxes are up to date by searching for the municipality in which your business is located on the BS&A Software website (<https://is.bsasoftware.com/bsa.is/SelectUnit.aspx#W>) (may need to copy and paste link to open). After selecting the municipality, select “Tax Information Search” on the left, and search for your business. The resulting **Detailed Tax Information page** must be printed and submitted. NOTE: If you cannot find your municipality on the BS&A website, call the municipality’s Treasurer and request a Detailed Tax Information Form showing local business tax status. Submit this form instead.
4. Provide the following Affidavit of Qualified Local Vendor by filling out the attached affidavit.

All required application materials must be included in the RFP bid response.

For more information, contact: Jillian Grabarczyk
Administrative Coordinator/Purchasing
734-222-6738

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Washtenaw County, Michigan Local Vendor Affidavit (March 2015)

Legal Name of Business _____

Federal Taxpayer Identification Number: _____

Type of services provided:

- Construction Professional Services Goods & Services

Physical Address of Business Headquarters:

_____ Street Address

_____ City, State Zip

Is this business headquartered in Washtenaw County?

- Yes No

Has this business been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal?

- Yes No

Are this business's local and state tax filings up to date?

- Yes No

If no, please explain: _____

Any material misrepresentation of information in this document will be grounds for denial of certification and exclusion from all Washtenaw County contracts for a period of one (1) year.

The undersigned hereby affirms that the applicant firm believes it is qualified for certification as a Local Vendor, as set forth in the certification guidelines established by Washtenaw County. The undersigned agrees to hold Washtenaw County harmless in any claim arising out of this application or information provided by the applicant and agrees to indemnify Washtenaw County for any liability incurred in connection with this application or with the certification of the applicant firm. Further, the undersigned agrees to inform the County immediately of any changes that result in a change of the certification status of the firm.

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Name of Business

Owner or Managing Partner, and Title

Name of Contact Person, and Title

Email Address for Contact Person

Phone Number for Contact Person

Signature of Owner or Managing Partner, and Title

Date

Washtenaw County Purchasing Department reserves the right to request additional documentation as deemed necessary.

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Office Telephone #	_____ Cell Phone #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.