



## **BENZIE-LEELANAU DISTRICT HEALTH DEPARTMENT**

### *Request for Proposal*

#### **Project: Hosted Unified Communication as a Service Solution April 2022**

The mission of the Benzie-Leelanau District Health Department is to prevent disease, prolong life, and promote public health through:

- Prevention and control of environmental health hazards
- Prevention and control of diseases
- Prevention and control of health problems of particularly vulnerable populations
- Development of health care facilities and health services delivery systems
- Regulation of health care facilities and health services systems to the extent provided by law

Prepared by Michael K. Grady  
Chairman



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**NOTICE TO VENDORS**

**PROJECT:** Hosted Unified Communication as a Service Solution Project

**CUSTOMER:** BENZIE-LEELANAU HEALTH DEPARTMENT  
 6051 Frankfort Hwy., Ste 100  
 Benzonia, MI 49616

**TECHNOLOGY DESIGNER:** GRACON SERVICES, INC  
 4265 Okemos Road – Suite A  
 Okemos, Michigan 48864  
 (517) 349-4900 Phone  
 (517) 349-0983 Fax

**BID PROPOSALS ARE REQUESTED AND WILL BE RECEIVED AS A “SINGLE LUMP SUM PROPOSAL” ON OR BEFORE FRIDAY, JUNE 10, 2022 – 4:30PM.**

SEPARATE SEALED BID PROPOSALS FOR THE ABOVE CATEGORIES MUST BE RECEIVED ON OR BEFORE THE BID OPENING DATE AND TIME. BIDS ARE TO BE SUBMITTED TO:

**BENZIE-LEELANAU HEALTH DEPARTMENT**  
 6051 Frankfort Hwy., Ste 100  
 Benzonia, MI 49616  
 ATTN: Dodie Putney

## Introduction

### Purpose of the Request for Proposal

Benzie-Leelanau District Health Department (hereinafter referred to as the "Customer") is soliciting bids to install a new hosted "Unified Communication-as-a-Service" (UCaaS) Solution. Currently, Benzie -Leelanau District Health Department (BLDHD), has an Avaya IP Office located at its Benzie, Michigan office. BLDHD's other office located in Lake Leelanau, Michigan is connected to the Benzie location via a site-to-site VPN connection supplied by Spectrum. It is the intent of the Customer to replace the current phone system in both offices. The system will be comprised of a Hosted Unified Communication-as-a-Service solution. The new UCaaS system will utilize Session Initiation Protocol (SIP) services provided by the new UCaaS vendor. The UCaaS system will be installed and configured for the office locations as follows:

#### **Benzie-Leelanau District Health Department Location**

7401 E. Duck Lake Rd., Ste 100  
Lake Leelanau, Michigan 49653

#### **Benzie-Leelanau District Health Department Location**

6051 Frankfort Hwy. Suite 200  
Benzonia, Michigan 49616-9651

Gracon Services, Inc. the Technology Designer (hereinafter referred to as "Consultant") will be the primary point of contact for Vendor communications and coordination for this Request-for-Proposal (RFP).

The Customer requests proposals for the UCaaS Solution described in the attached specifications by interested persons (hereinafter known as "Vendor"). Prices quoted shall be all-inclusive and represent complete installation at the sites shown on the attached drawings and in the attached specifications. Any addendums that are issued will be on the Consultant's web page and/or emailed to Vendors. The selected Vendor shall be responsible for all parts, labor, and all other associated apparatus necessary to completely install, test, and turnover for acceptance to the Customer the UCaaS Solution detailed herein unless otherwise notified by the Customer. There may be some components that the Customer will supply.

## Schedule of Events

The following is the required schedule of events for this project. The schedule may change depending on the results of the responses, coordination of the overall construction, renovation, etc., and a final schedule will be established prior to contracting with the successful Vendor.

<b>Event</b>	<b>Time</b>	<b>Date</b>
Release and Issuance of the RFP	8:00am	May 2, 2022
<b>Mandatory</b> Vendor Election to Bid Deadline	4:30pm	May 22, 2022
Question Deadline	4:30pm	June 1, 2022
Responses Due	4:30pm	June 10, 2022
Vendor Interviews	To Be Determined	To Be Determined
Vendor Recommendation		June 15, 2022,
Project Start	To Be Determine	To Be Determined
Final Punch List	To Be Determined	To Be Determined
Acceptance by Customer	To Be Determined	To Be Determined

## SECTION I – GENERAL TERMS AND CONDITIONS

### Response Submission

Responses to this RFP must be submitted in sealed packages and delivered by either USPS, express delivery, or personally on or before 4:30pm, Friday June 10, 2022, Benzie -Leelanau District Health Department, 6051 Frankfort Highway, Ste 100, Benzonia, MI 49616-9651. The response packages received will be collected and opened later. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. Bid packages received after 4:30pm on Friday, June 10, 2022, will not be accepted.

It is the responsibility of the respondents to email, fax or mail the **Mandatory Election to Bid Form no later than 4:30pm on Tuesday May 22, 2022 (see - REQUIRED FORMS SECTION).**

The Vendor must submit (3) copies and one magnetic copy on a USB flash memory module of their response along with sample installation and maintenance contracts.

**Please use the following mailing label to ensure proper delivery.**

TO: Benzie-Leelanau District Health Department  
6051 Frankfort Highway, Ste 100  
Benzonia, MI 49616-9651  
Attn: Dodie Putney

Hosted UCaaS Solution Project Bid

### Costs Associated with Preparation of the Vendor's Response

The Customer will not be liable or responsible for any cost incurred by the respondents in preparing responses to this RFP, providing demonstrations of systems or negotiations associated with award of a contract.

### Customer's Right to Reject Proposals

The Customer reserves the right to reject any and/or all RFP's submitted for any reason. This RFP, as well as the Vendor's response will become contractual obligations of the selected Vendor. Additionally, by bidding on this RFP, Vendors accept and acknowledge that the Customer may accept any or all proposals, ultimately waive some bid specifications where in its sole discretion it is appropriate, and not necessarily award the contract to the lowest cost proposal. Additionally, Vendors accept and acknowledge that the decision of the Customer is final and that the Vendors waive any recourse against

the Customer, Technology Consultant/Designer or other Vendors which may otherwise exist for action occurring during this bid solicitation process.

The Customer at its discretion may award different sections to different vendors, if in their opinion it is in the best interest of the Customer.

The Customer at its discretion may use design concepts from any Vendor response without remuneration or obligation.

In the event of a conflict between any terms or conditions in any of the documents comprising the entire present Agreement, the terms and conditions set forth in this Request for Proposal shall take precedence.

All documents constituting the entire present Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

### **Interpretation and Additional Information**

Interpretations, clarifications, corrections and/or changes to the RFP will be made by an ADDENDUM. Interpretations, clarifications, corrections and/or changes to the RFP made in any other manner will not be binding, and the Vendors shall not rely upon such interpretations, clarifications, corrections and/or changes. The Customer can only issue interpretations, clarifications, corrections and/or changes to this RFP. Addenda will be emailed and or delivered to all who are known to have attended the Vendors' Conference. Addenda will be posted at the following sites:

Benzie-Leelanau Health Department web page (<http://www.bldhd.org/>)

Addenda will also be emailed to all Vendors that have turned in their Election to Bid form. Addenda will be issued as expeditiously as possible. If you think that addenda were not emailed to you, please contact Michael Grady [mgrady@gracon.com](mailto:mgrady@gracon.com). It is solely the responsibility of the Vendors to determine whether all addenda have been received.

It will be the responsibility of all respondents to contact the Customer prior to submitting a response to the RFP to ascertain if any addenda have been issued, and to obtain all addenda, execute them, and return Appendix A Benzie Leelanau UCaaS Questionnaire, and addenda WITH their response to the RFP.

### **Questions**

Questions regarding this RFP must be submitted in writing and received prior to Wednesday, June 1, 2022, 4:30pm. Responses to all questions received in proper time frames will be made in writing and distributed to all Vendors in attendance.

### **Proposal Binding Period**

Prices quoted in the Vendor's response for all labor and materials will remain in effect for the entire installation and service providing period.



## Omissions

Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, operation, and support of all equipment or services.

## Payment Conditions

Payment shall be made upon a formal acceptance of the job by the Customer. Acceptance shall be defined by the Customer. Acceptance will be deemed "in full" upon receipt by the Vendor of a Notice of Acceptance issued by the Customer upon beneficial use and full implementation of the Terms and Conditions and Technical Specifications of the Contract. Upon receipt of the Notice of Acceptance, the Vendor shall notify the Customer in writing of a release of all liens for all materials and services associated with this project. The Customer may retain 10% of the total Vendor bid until acceptance by the Customer has been issued.

## Warranty

Materials and workmanship hereinafter specified and furnished shall be fully guaranteed by the Vendor/Manufacturer for one year from transfer of title against any defects. Defects that may occur as the result of faulty materials or workmanship within *one year* after installation and acceptance by the Customer shall be corrected by the Vendor at **no additional cost** to the Customer. The Vendor/Manufacturer shall promptly, at no cost to the Customer, correct or re-perform (including modifications or additions as necessary) any nonconforming or defective work within one year after completion of the project of which the work is a part. The period of the Vendor's or Manufacturer's warranty (ies) for any items herein are not exclusive remedies, and the Customer has recourse to any warranties of additional scope given by the Vendor to the Customer and all other remedies available at law or in equity. The Vendor/Manufacturer's warranties shall commence with acceptance of/or payment for the work in full.

If the Vendor procures equipment, materials or services under the Contract, the Vendor shall obtain for the benefit of the Customer equipment, materials, and service warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable.

The Vendor shall pass along to the Customer any additional Manufacturer warranties, at no additional cost to the Customer. Vendor should include all costs associated with extended Manufacturer's warranties and applicable discounts for multiple year options as alternates, should said warranties extend beyond the *three-year* period specified herein.

This warranty shall in no manner cover equipment that has been damaged or rendered un-serviceable due to negligence, misuse, acts of vandalism, or tampering by the Customer or anyone other than employees or agents of the Vendor. The Vendor/Manufacturer's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at the Vendor/Manufacturers option. Insurance covering said equipment from damage or loss is to be borne by the Vendor/Manufacturer until full acceptance of equipment and services.

The Vendor/Manufacturer will warrant the installation and all the parts contained in the proposal for a period of not less than one year after the receipt of a signed copy of acceptance the Customer.

The Vendor/Manufacturer is responsible for the replacement of any part due to a manufacturing defect or installation defect.

The Warranty will cover every portion of the proposed Hosted UCaaS Solution.

The Vendor/Manufacturer is responsible for the configuration of the proposed system and any changes requested by the Customer during the testing period (first thirty days of operation).

The Vendor/Manufacturer will provide same day, onsite service for the diagnosis and testing to keep the system operating at optimal levels.

If the proposed system fails and must be re-programmed or re-configured the Vendor/Manufacturer will have to do so at their expense.

The Vendor/Manufacturer will be responsible for same day response to any reported outage of the main system components of the UCaaS Solution.

Vendor will clearly state all Manufacturer warranties on the proposed components.

### **Inspection, Acceptance, and Title**

Inspection and Acceptance will be at destination and upon successful installation unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Vendor until acceptance by the Customer, unless loss or damage results from negligence by the Customer. If the materials or services supplied to the Customer are found to be defective or do not conform to the specifications, the Customer reserves the right to cancel the contract upon written notice to the Vendor and return products at the Vendor's expense, based upon the terms of the Contract.

The Customer shall always have access to the work wherever it is in preparation or progress, and the Vendor shall provide proper facilities for such access and for inspection.

The Vendor shall notify the Customer in writing when the work is ready for inspection. The Customer will inspect the work as expeditiously as possible after receipt of notification from the Vendor.

### **Price Stability**

Contract prices and discounts shall be fixed at the time the contract is signed and deemed "approved" by the Customer and the Vendor. In the event of price changes, replacement equipment shall be purchased at the lower of contract or then current market price. In no case shall a price higher than contract price be paid for equipment proposed.

If the Customer desires to purchase equipment or services not contained in the contract, future purchases will be determined using the Vendor-specified discount rate in the proposal from the manufacturer's suggested retail price as of the date of the order.

In the case of a discrepancy in computed proposal prices, the lowest combined value of individual unit costs shall prevail. In no case shall the price exceed the favored Vendor prices.

### **Variation in Quantities and Configurations**

Use and capacity requirements are the best estimates currently available. The Customer reserves the right to modify quantity and configuration requirements. The Vendor agrees to sell the Customer the revised quantity of items at the unit price as stated in the RFP regardless of quantity changes unless that price decreases.

### **Project Manager**

The Vendor will provide an on-site, full-time, Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make on-site decisions regarding the scope of the work and any changes required by the work. The Project Manager must be on the job at any time work is being performed or workers are present.

### **Meetings**

On-site project coordination/progress meetings will be held as needed throughout the life of this Project. The Vendor must supply a project timeline and keep it updated during the life of this project. It is expected that there will be "cut over" or porting coordination for the new UCaaS solution.

Vendor should be prepared to discuss work accomplished and project work to be done within the next two weeks from the date of the meeting. Vendor will adhere to any directives from the Consultant and will coordinate activities appropriately.

## The Vendor Qualifications

### 1. Experience

The selected Vendor shall be fully capable and experienced in the UCaaS Solution and VoIP system installation as specified. To ensure the system has continued support, the Customer will contract only with Vendors having a minimum of three years successful history of sales, installation, service, and support of similar systems.

The Vendor must indicate the number of trained service personnel qualified to maintain the proposed system, including the location(s) of the service locations.

### 2. Vendor References

The Customer may, with full cooperation of the Vendors, visit client installations to observe equipment operations and consult with references. Specified visits and discussion shall be arranged through the Vendors; however, the Vendor personnel shall **not** be present during discussions with references. The Vendor must provide a minimum of **three (3)** reference accounts at which similar work, both in scope and design, have been completed by the Vendor within the last **two (2)** years. (See **REFERENCE FORM** in REQUIRED FORMS.)

### 3. General Vendor/Sub-Contractor Information

Vendor is required to complete the **General Vendors/Sub-Contractor Information** form in the REQUIRED FORMS Section and Appendix A Benzie-Leelanau UCaaS Questionnaire.

## Prime Vendor

In the event multiple Vendors submit a joint response to this RFP, a single Vendor shall be identified as the Prime Vendor. Prime Vendor responsibilities shall include performing overall project administration and serving as a focal point for the Customer to coordinate and monitor plans and schedules, maintain project budget and status information, administer changes required, preside over other Vendors participating or present at the Customer meetings, and oversee preparation of reports and presentations. Prime Vendor shall also prepare and present a consolidated invoice for work performed. The Customer shall issue only one (1) check for each consolidated invoice. Prime Vendor shall remain responsible for performing tasks associated with installation and implementation of Prime Vendor's portion of the contract.

All subcontractors partnering together under a single proposal are also required to complete the General Vendors/Sub-Contractor Information and request for references. Failure to do so may disqualify the bid.

The Customer would prefer a "single-bid solution": wherein vendors are encouraged to partner together to formulate a single-bid submission

## Subcontractors

Should the Vendor use subcontractors for portions of the work, the Customer reserves the right to reject any subcontractor without explanation or recourse by the Vendor or subcontractor.

Each subcontractor shall agree to be bound to the Vendor by the terms of this RFP. Subcontractors are bound by all terms and conditions of the RFP. Subcontractors are required to supply the forms in the REQUIRED FORMS section.

### **Equal Employment Opportunity**

In connection with the execution of this Contract, the Vendors and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The Vendors shall take affirmative action to ensure that minority and disadvantaged applicants are employed, and employees are treated during their employment without regard to race, religion, color, sex, age, or national origin.

### **Compliance with Laws and Regulations**

The Vendor performance of the work shall comply with applicable federal, state, and local laws, rules, and regulations. The Vendor shall give required notices, shall procure necessary governmental licenses, permits and inspections, and shall pay without burden to the Customer, all fees, and charges in connection therewith unless specifically provided otherwise. In the event of violation, the Vendor shall pay all fines and penalties, including attorney's fees and other defense costs and expenses in connection therewith.

The Vendor or managing entity must ensure that organizations or individuals selected and offered contracts have not been previously sanctioned by the Medicaid program resulting in prohibition of their participation in the program.

Vendor should not be on the list of Excluded Individuals/Entities (LEIE) on HHS/CMS or on the Michigan Sanction Providers list. Customer will deny applicants that are debarred from federal procurement on the System for Award Management (SAM).

### **Regulations, Codes, Standards, and Ordinances Compliance**

All work specified within this document shall comply with the applicable requirements of:

- ✓ The latest edition of the National Electrical Code®
- ✓ The latest edition of the National Electric Code, the State of Michigan and local Building Codes and Ordinances, as applicable.
- ✓ ANSI/TIA/EIA-568-B.1 through ANSI/TIA/EIA-568-B.3. (Any exceptions will be noted).
- ✓ ANSI/TIA/EIA-569-A
- ✓ ANSI/TIA/EIA-606.
- ✓ All equipment requiring Federal Communications Commission approval shall have received such approval and shall be identified appropriately.

- ✓ BICSI Telecommunications Distribution Methods Manual
- ✓ National Fire Protection Association
- ✓ OSHA (Standards-29 CRF) Telecommunications-1910.268

## **Safety**

The Vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor shall always comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning “OSHA” and all applicable state labor laws, regulations, and standards. The Vendor shall indemnify and hold harmless the Customer from and against all liabilities, suits, damages, costs, and expenses (including attorney’s fees and court costs), which may be imposed on the Customer because of the Vendor, subcontractor, or supplier’s failure to comply with the regulations stated herein.

## **Patents and Royalties**

The Vendor, without exception, shall indemnify and hold harmless the Customer and its employees from any liability of any nature or kind, including costs and expenses for, or on account of, any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by the Customer. If the Vendor or subcontractor uses any design, device, or materials covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

## **Indemnification**

The Vendor shall indemnify and hold harmless Benzie-Leelanau District Health Department and Gracon Services, Inc., and employees from or on account of any injuries or damages, received or sustained by any person or persons, during or on account of any operation connected with this Contract; or by consequence of any negligence (excluding negligence by the Customer, its agents, Consultant or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants, or employees. The Vendor further agrees to indemnify and hold harmless the Customer, its agents, Consultant, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate the Vendor to defend at its own expense or to provide for such defense, at the Customer’s option, of all claims of liability and all suits and actions of every name and description that may be brought against the Customer which may result from the operations and activities under this Contract whether the installation operations be performed by the Vendor, subcontractor, or by anyone directly or indirectly employed by either.

The award of this Contract to the Vendor shall obligate the Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of ensuring this indemnity must be complied with as set forth.

### **Cancellation**

In the event any provisions of this RFP are violated by the Vendor, the Customer may give written notice to the Vendor stating the deficiencies. Unless deficiencies are corrected within ten (10) working days, recommendations will be made to the Customer for immediate cancellation. The Customer reserves the right to terminate immediately any contract resulting from this RFP for failure to correct deficiencies.

### **Advertising**

The Vendor agrees not to use the results from this RFP as a part of any commercial advertising without prior written approval of the Customer.

### **Documentation**

Compile product data and related information appropriate for Customer's maintenance and operation of products furnished under this RFP. Prepare the data in the form of an instructional manual for use by Customer's IT personnel.

Format:

1. Size: 8-1/2" x 11"
2. Paper: white, for the typed pages.
3. Text: Manufacturer's printed data.
4. Drawings:
  - a. Provide reinforced punched binder tab.
  - b. Fold larger drawings to size of the text pages.
5. Provide flyleaf for each separate product, and major component parts of equipment.
6. Provide indexed tabs.
7. Provide cover titled: Hosted Unified Communication-as-a-Service
8. Binders must be commercial grade.
9. Provide a complete copy of the manual and all drawings, build-of-materials, service contracts, invoices, etc. on USB flash media.
10. Web-link to complete documentation and training materials.

Vendor shall provide a document describing the Customer's responsibilities for maintaining the cabling system's certification and warranty for one year.

## **Insurance**

### **Liability and Insurance**

The Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance while providing services to the Customer under the requirements of this RFP and any addendum.

#### **Insurance Coverage**

The Vendor shall be fully liable to provide and maintain in force during the life of this Contract, such insurance, including Public Liability Insurance, Product Liability Insurance, Auto Liability Insurance, Worker's Compensation, and Employer's Liability Insurance as will assure to the Customer the protection contained in the foregoing indemnification provision undertaken by the Vendor. Such policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Michigan and having agents upon whom service of process may be made in the Customer and shall contain as a minimum, the following provisions, coverage, and policy limits of liability.

#### **General Liability**

General Liability Insurance shall protect the Benzie-Leelanau District Health Department and Gracon Services, Inc., subcontractor, agents, and employees from claims for damages. General Aggregate shall not be less than Two Million Dollars (U.S. \$2,000,000.00) and it shall apply in total to this project only. Products – Comp/GP Aggregate shall not be less than Two Million Dollars (U.S. \$2,000,000.00). Personal & ADV Injury shall not be less than One Million Dollars (U.S. \$1,000,000.00). Each Occurrence shall not be less than One Million Dollars (U.S. \$1,000,000.00). Fire Damage shall not be less than Fifty Thousand Dollars (U.S. \$50,000.00) on anyone (1) fire. Medical Expense shall not be less than Five Thousand Dollars (U.S. \$5,000.00) on anyone (1) person. Broad Form Property Damage coverage shall include completed operations.

#### **Product Liability**

Product Liability or Completed Operations Insurance shall have bodily injury limits of liability of not less than Five Hundred Thousand Dollars (U.S. \$500,000.00) per person; Five Hundred Thousand Dollars (U.S. \$500,000.00) per occurrence, and Five Hundred Thousand Dollars (U.S. \$500,000.00) aggregate.

#### **Auto Liability**

The Umbrella Form of Auto Liability Insurance shall be provided. Each occurrence shall not be less than One Million Dollars (U.S. \$1,000,000.00) over primary insurance. The Aggregate shall not be less than One Million Dollars (U.S. \$1,000,000.00) over primary insurance. Self-Insured Retention (SIR) shall not be greater than Ten Thousand Dollars (\$10,000) for each occurrence.



## **Workers' Compensation and Employer's Liability**

Workers' Compensation and Employer's Liability Insurance shall meet minimum requirements set by the State of Michigan, but in no case less than Five Hundred Thousand Dollars (U.S. \$500,000.00). The Disease Policy Limit shall not be less than Five Hundred Thousand Dollars (U.S. \$500,000.00).

## **Proof of Insurance**

The Vendor shall furnish to the Customer a Certificate of Insurance or duplicate policies of insurance described above which specifically protect the Customer.

Such certification must contain a provision for notification of the Customer thirty (30) days in advance of any material change in coverage or cancellation.

Notification shall be in writing and signed in ink by a duly authorized officer of the Insurer.

Insurance Companies are subject to approval and may be rejected by the Customer without stated cause.

## **Claims**

In any and all claims against the Customer, its Consultant, Gracon Services, Inc., or any of their agents or employees by any employee of the Vendor, any subcontractor, or anyone directly or indirectly employed by any of the contracting parties, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or types of damages, compensation acts, disability benefit acts, or other employee benefit acts.

## **Bidders Evaluation**

1. Compliance with bid documents
2. Completeness of bid
3. Contractor qualifications
4. Cost of Services
5. References

## **Special Conditions**

The Customer conducts services that may include the requirement for HIPAA compliance in its retention of voice mails, and related patient data. As such, activities in all buildings are critical to the provisioning of services to the clients of the Customer and shall not be interrupted by the Vendor's work activities.

BLDHD delivers health services to its customers and citizenry. It maintains an after-hours emergency number that must be active 24x7, 365 days a year. Service interruption to this

number is not acceptable. Vendor must configure its UCaaS solution to include redundancy or “back up” capabilities so that this number does not lose service.

The computer systems associated with this work will not be taken off-line or removed from service during normal working hours. Arrangements must be made by the Vendor to coordinate any such activities with the Customer.

The Vendor will be required to work around all the conditions listed above, as well as working with the Customer’s staff and students to minimize disruptions to normal Customer activities.

Recognizing the environment in which work is to be done, smoking, consumption of alcoholic beverages and inappropriate language are not acceptable. Smoking is not permitted anywhere on Customer property.

### **Installation Guidelines**

All work performed on this project will be installed in accordance with the current edition of the *National Electrical Code*<sup>®</sup>, the current edition of the *National Electrical Safety Code*<sup>®</sup>, the current issue of the *ANSI/NECA/BICSI-568 Standard for Installing Commercial Building Telecommunications Cabling*, the current edition of the *BICSI Telecommunications Distribution Methods Manual*, the current edition of the *BICSI Cabling Installation Manual*, the latest issue of the *ANSI/TIA/EIA Standards* as published by Global Engineering Documents as *ANSI/TIA/EIA Telecommunications Building Wiring Standards*, and all local codes and ordinances.

## SECTION II – BASIC ENVIRONMENT AND INSTRUCTIONS

### Working Environment

It is preferred that all Vendor employees wear an identification badge with photograph. This badge should have the Vendor company name and employee name as a minimum. Shirts with a company logo will be accepted as an alternate means of identification. Employees of the Vendor and subcontractor may be subject to a background check.

All work will be performed in a neat and workman like manner in accordance with the latest edition of the *National Electric Code*, the *ANSI/NECA/BICSI-568 Standard for Installing Commercial Building Telecommunications Cabling*, the *BICSI Telecommunications Cabling Installation Manual*, and all *ANSI/TIA/EIA* standards documents relevant to this installation. All methods of construction, details of workmanship that are not specifically described or indicated shall be subject to approval by Customer.

All effected computer equipment and furniture shall be covered during the project to keep down the debris residue.

Daily clean-up is required of all site areas.

All equipment and supplies will be stored in Customer designated areas.

Any disruption in service (data, phone, video, etc.) must be scheduled and coordinated with the Customer.

The work environment may demand the Vendor workers wear hardhats. Vendor is responsible for following all OSHA guidelines and those work stipulations put forth by the General Contractor.

## **SECTION III - TECHNICAL SPECIFICATIONS**

### **Background**

Benzie-Leelanau District Health Department uses Spectrum to provide 100 Mbps fiber VPN connection between its facilities. These connections also service the Internet communications and traffic. The Customer currently uses Ubiquiti G4 switches within its facilities. The Customer standardized on Ubiquiti switching and wireless access points equipment for its infrastructure. The Customer will be responsible and insure there are an adequate number of Power-over-Ethernet (PoE) ports for the connections of all end users' devices. The Customer is expecting that predominant phone connection will be through existing network cabling drops within each of the offices in use.

The Customer's present telephone services are provided by Avaya equipment and trunk lines connected to a PBX. The Customer's voicemail is currently provided by the Avaya system. The voicemail has an auto-attendance "stations" for each of the two buildings. The Customer has approximately 35 Direct Inward Dialing (DID) provided by the existing trunk lines. The Customer has over 10 additional dedicated or "pool lines" for fax, etc. Additional information is provided in the Appendices.

### **Building Locations**

Benzie-Leelanau District Health Department  
6051 Frankfort Highway, Suites 100  
Benzonia, MI 49616

Benzie-Leelanau Health Department  
7404 Duck Lake Rd., Ste 100  
Lake Leelanau, MI 49653

### **General**

This Section specifies the requirements for the new UCaaS Solution for the Customer.

### **Products Delivered**

1. All components shall be current manufactured models and not scheduled for end of life for at least three years.
2. The manufacturer shall guarantee support for all components for a period of not less than five years.
3. All components or appliances of the UCaaS Solution will be new and not re-manufactured or re-furbished.
4. Each component or appliance of the system will adhere to all EIA/TIA, ISO, NEC, NFPA, and ANSI standards that can apply.
5. The system will be installed with the latest hardware, software, and firmware release as it is put into production.

6. Vendor will be required to supply all necessary grounding straps, rack mounts, etc. This should be determined by the Vendor during the “walk thru”.
7. All VoIP equipment compliant to IEEE 802.3af, 15.4 watts on all switch ports.

## **General System Requirements**

The proposed UCaaS Solution will use VoIP and SIP technology. The solution should include unified messaging functionality. The Customer has standardized on Microsoft M365 applications and Teams for collaboration. BLDHD wants the Vendor solution to include two options:

### **Option 1 Bid Response – Microsoft Teams Integrated UCaaS solution**

One vendor option is to install and support a complete integration with Microsoft Teams. Integration with Microsoft Teams is defined as the Vendors software directly interfaces or uses the Microsoft Graph APIs for integration.

Complete integration with Microsoft Teams includes the following capabilities:

- Integrated into Microsoft 365.
- Single phone number across all users’ devices.
- Unified calling with Chat and Meetings within Teams.
- Unified contacts and calendars across Teams and Outlook.
- Records voice mails as Outlook attachments.
- Based upon Microsoft’s telephony solution and stores user messaging within Microsoft Teams.
- Automated voice mail transcription.
- Microsoft Teams users for the UCaaS solution are managed through the Teams Admin Center.
- Direct Routing and Reporting within Teams Phone System.
- The UCaaS solution should interface with Microsoft Teams and modify the user’s presence if they are involved in a Teams phone call or conference call.
- Vendor solution must use SIP provision and be based upon Microsoft telephony.
- The UCaaS system should use Teams Admin Center for monitoring and controlling the UCaaS environment.
- Vendor solution must interface with Microsoft’s GCC G3/E3 with telephony “add-on” license or Microsoft’s GCC G5/E5 license. Customers M365 and Teams content will be stored in Microsoft’s GCC standard cloud.

Distributed sites must be manageable from the systems administrator console via a web-based GUI interface. The UCaaS system should use Teams Admin Center for monitoring and controlling the UCaaS environment.

The system proposed, including all components and associated systems, must meet all North American transmission standards, and, as appropriate, be registered with the FCC for direct connection to the public telephone switch network.

Vendors will provide as part of their configuration, all the necessary hardware and software to make the system fully functional and provide survivability. Survivability is defined as having the

ability to make and place internal and external calls in instances where there is a loss of communication across the WAN or loss of access to the SIP services. Vendors explain their survivability options in the case of an Internet failure. The explanation should detail what communication functions will be available.

The Vendors RFP response must state in detail that it meets or exceeds the following requirements:

1. Support a minimum of 75 users.
2. Support a minimum of 200 mailboxes.
3. Provide at least ten auto-attendants.
4. Provide an unlimited number of pre-recorded messages.
5. Three digits dialing between all extensions.
6. Survivability, in the event of a failure call processing (incoming and outgoing) will continue if there is a loss of WAN communication or loss of access to PRI's or SIP services. The proposed solution should NOT have a single point of failure. Each building should have call, voicemail, and auto attendant survivability thru local trunks or wireless connectivity, in the event WAN connectivity is lost.
7. Must accommodate the current trunk quantities and be easily expandable by 25% without replacing the proposed solution. Vendor should explain how the proposed system can be expanded by 25%.
8. Must adhere to all standards bases that apply to a VoIP and Unified Messaging solution.
9. Vendor must clearly state how Quality of Service is provided in their solution. Vendor must state if VLANs are required or what technical work within the WAN maybe necessary to support Quality-of-Service (QoS) and the UCaaS Solution and VoIP system.
10. Any proposed system must have a survivable remote recovery or "high availability" capability. For example, if one equipment component of the proposed system fails another component will continue to process the voice traffic and messaging. Vendor should describe the high availability solution in the RFP response.
11. The system must also be capable of supporting SIP trunks. Vendor should specify if any additional software, hardware, or licensing is required for this support. Vendors should also outline the advantages of operating over SIP services.
12. The proposed solution must be capable of providing analog telephone station, fax, modem and overhead paging connectivity and emergency broadcast or "all call".
13. The system must be capable of providing auto-attendant and dial-directory functionality for **both BLDHD locations**.
14. The Customer will manage the day-to-day adds, moves, and changes. The system should be able to be securely managed remotely via secure web access. Vendor should explain how this could be accomplished and include any necessary components in its pricing.
15. The proposed solution must support open system industry standards, such as G.711, G.729, MAPI (for unified messaging integration), SNMP (management), 802.11p, 802.1q, MGCP, SIP, LDPA, MGPC, PoE, PoE+, RPT, TAPI, JTAPI, T1, Analog, QSIG, as well as several SIP RFC's.
16. The proposed solution must identify all origins of 911 calls by room, building, etc. and interface with the local E911 response system.

17. The proposed solution must address the use of three facsimile lines, two vaccine alarms, one security alarm line, and one elevator telephone alarm.

## **Option 2 Bid Response –UCaaS solution**

The second vendor option is to install and configure a UCaaS solution that is not fully integrated with Microsoft Teams and does not use the Microsoft Graph API. An example of this would be if the Vendor's solution provides its own chatting, calendaring and/or meeting feature.

Vendor should clearly state the advantage(s) of their solution.

### **Unified Messaging**

The Customer is mandating the new UCaaS Solution include a "Unified Messaging" system.

Full integration between the UCaaS system and the unified messaging system must be via a digital/IP link with no digital/analog/digital conversion required.

The UCaaS solution must permit calls received by this system to be transferred to an attendant console or other designated stations for alternate handling if the caller does not wish to leave a voice message or requires more information or assistance. Once the call is transferred back to the voice communication system, the "link" between the two systems must be released to allow its use for another call. Multiple links must not be required to transfer control back to the voice communication system.

The UCaaS Solution must permit the caller to transfer back to the voice communication system by dialing either the extension number, selecting a user contact or by entering the party's name.

The UCaaS Solution must be able to be used as an automated attendant to allow answering of incoming external calls and then prompt the caller for the directory number or name of the person they would like to connect to. If the caller does nothing, the call must time-out and be routed to the attendant or another designated station via automated call flow and routing.

All incoming calls will be routed via automated attendant to a series of voice menus that direct the caller to the appropriate person or department or extension. If the caller is looking to receive routine information, pre-recorded bulletin boards and messages can be created by the Customer without requiring any human intervention during the call.

Voice greetings, prompts, and announcements must be easily recorded from a standard telephone handset.

All voice services (voice menus, announcements, etc.) must be controlled based upon the time of day and day of the week. The UCaaS solution must provide a system calendar that will be maintained and controlled by the Customer.

The UCaaS Solution must allow users to pre-record and program messages to be delivered at a future user determined time.

The UCaaS Solution must provide urgent message classification. A message can be tagged as urgent. When the user logs into their mailbox, the message description should clearly differentiate the urgent messages in queue.

The UCaaS Solution must provide the automatic activation of a message waiting indication.

The system should interface with the Customer's Outlook email system. It is a base system requirement for the proposed system to forward all voice mail directly to the email boxes of the end users.

The system should allow for the sending and receiving of email, voice and messaging.

Vendor should describe if the proposed solution includes an end-user application that allows for call control from the end user's desktop or notebook computer.

Messages must be accessible from computing devices that include Windows OS, IOS and Android devices.

Vendors should specifically address the following questions in their response:

1. Does the proposed UCaaS Solution provide direct dialing from a "contact lists"? If so, please describe how the products integrate. Are multiple contact lists supported?
2. Which electronic mail protocol(s) does the UCaaS Solution support?
  - a. IMAP, POP3, SMTP, others?
  - b. Please describe the integration flow into the email system.
3. When a voicemail is received in a UCaaS solution, will the entire voice message be transmitted to email in addition to the message header information?
  - a. How will the end user be "alerted" that they have a new message?
4. Please describe where the voicemail messages will be stored and whether the messages will be stored on voicemail appliance or another 3<sup>rd</sup> party repository (SQL database).
5. Describe what client computing devices are supported with the UCaaS Solution proposed solution.
6. Are the voicemail messages retrievable internally and externally or remotely? Can the remote access be secured over a public Internet access or wireless connection?
7. Is there software capability to connect office appointments by sending a text message to patients located in a Contacts database or file?
8. Can calls be recorded and later transferred to a "training folder" for use later?



## **Telephone Equipment**

Customer will be providing the telephone handsets to be used. The handsets are Microsoft Teams certified and manufactured by Yealink.

## **UCaaS Solution Requirements**

Vendors should review and answer all the topics outlined in Appendix A UCaaS Vendor Questionnaire. Vendor should clearly state in the response to the RFP items that their solution cannot address without adding a third-party solution. All costs for the third-party solution should be noted as such in the Build of Materials.

## **Automated Attendant Features**

The Customer will use varying automated attendant functions throughout the offices. The Customer will use the Direct Inward Dialing (DID) functionality in coordination with this feature. The automated attendant feature should provide functions for the following:

1. After hours announcement and options.
2. Pre-programmed alternative for Holidays.
3. Custom greetings for special events.
4. Does the proposed system allow for remote access to modifying the greetings?
5. Provide various "exits" from the automated attendant feature.
6. The automated attendant must allow for user interruption anytime during the message.
7. Describe how the automated attendant end user interface works.
8. Easily modifiable call routing system.

The Customer requires a multi-level auto-attendant service that provides 24-hour automated call answering and routing.

## **Warranty Services**

It is important that the Vendor specifically point out in the response what is and is not covered under the Manufacturer's warranty onsite, complete with manufacturer's service technicians. As was previously stated, the Customer expects three-year Vendor/ Manufacturer's warranty on all items proposed.

The Customer is requesting three-year Manufacturer's support onsite to begin after the installation period for system components proposed in the UCaaS Solution, not the phones/handsets. The Customer will self-maintain handsets/ phones. If Manufacture direct support is not offered, Vendor must specifically state that in the response. Vendor must clearly state if remote support if offered where the support is being offered from (remote support, 800 numbers, etc.), domestic support is desirable.

The Vendor must describe the Manufacturer-provided maintenance programs for three years. Pricing should include all charges including travel. Vendor should state where the nearest Manufacturer's service office is located to the Customer.

Vendor should describe non-Manufacturer service agreements available, the services it provides and all associated costs including travel as alternates.

### **Permits, Fees, and Certificates of Approval**

The Vendor shall be responsible for all permit and application fees required by the State of Michigan and local regulatory agencies if applicable.

### **System Updates**

Vendor should describe how “system updates” are performed for the first year. Can the proposed be “programmed” to receive system updates during non-prime time (normal business hour) use?

### **E911 Compliance**

The proposed solution must include: the Emergency Routing Service (ERS) and the Emergency Gateway (EGW).

## **SECTION IV – Project Specifications**

### **General Description of Work**

This section defines the expected work to be performed by the selected Vendor.

The Vendor will provide all materials, equipment, and labor necessary to install, test and migrate to the new UCaaS Solution from the legacy phone system. This includes, but is not limited to, delivery, unloading, insuring (while onsite but not installed), installation, inspection and the testing of all system components and the management of the Vendor and any subcontractor personnel.

The Vendor will assist the Customer, or its Technology Designer, GSI whenever necessary, in coordination with the current local Telephone Service Provider trunks, circuits, PRIs, T1s, POTS lines, SIP services and circuits unless notified otherwise. The Vendor will coordinate a cut-over date with the Customer and the Telephone Service Provider.

Vendor will provide a preliminary bandwidth analysis to ensure that the Customer has adequate Internet bandwidth to sustain the voice and data traffic.

All the equipment proposed in the Vendors response will be tested at least two days prior to installation with a detailed checklist, which will be dated and presented to the Customer or its Technology Designer, GSI. No cutover to a new phone services provider will be undertaken without the prior testing being conducted and reviewed by the Customer.

The proposed equipment will interface to the existing Customer installed public address systems and the existing WAN infrastructure. The Vendor is responsible for meeting all required interfacing equipment.

The Vendor will be responsible for all system programming and setup for the new UCaaS Solution. The Vendor will interface and work with the Customer's current network support company personnel to insure the proper system-wide configuration of the UCaaS Solution and VoIP implementation on the Customer's WAN. The Vendor will be responsible for providing the Customer with a complete electronic copy of all the system configuration information including but not limited to, server IP addressing, handset IP addresses, any additional system configuration information.

The Vendor will notify the Customer when the Vendor has finished their installation and configuration. The completion of the UCaaS Solution installation will be determined by the Customer. The UCaaS Solution will be tested for a period of 90 days during which time the Vendor will make all required changes, modifications and enhancements as required per the Customer's specifications within this RFP.

The Vendor may specify as a separate item under costs any trade-in value the Customer's current voice system may have. The Customer, as its sole discretion, reserves the right to include or exclude that value statement in its determination of the successful Vendor.

The Vendor must submit any special environmental requirements (i.e., power, HVAC, etc.) with their bid.

The system cut over will be performed outside the normal business hours of the Customer to minimize any service outage.

The Customer will provide a network engineer for the successful vendor to coordinate the configuration requirements of the UCaaS Solution. The network engineer will provide any necessary switch, VLAN, existing IP addressing information, etc., to the Vendor.

It is the Vendor's responsibility to alert the Customer to any malfunctioning outlet or switch ports. The Customer will be responsible for addressing the repair/replacement.

The successful Vendor, prior to the award of the contract will be provided to the Customer a list of the personnel resources that will work on this project. The Customer may require additional background checks, fingerprinting and other security measures taken as required.

It is the intent of the Customer to have a handset/phone installed in each office in a designated location. Most of the handsets will be connected directly to a PoE+ port and will provide a 1 GB Ethernet connection to the end users laptop or desktop.

Prior to start of any work on this project the successful Vendor must produce a list of qualified personnel that are certified to work on the proposed Voice Data Communication System.

Vendors should clearly state why their solution provides future integration opportunities and a platform that the Customer can build upon in the future.

## **Training**

### **End-User Training**

The Customer will provide training facilities for the successful Vendor. The Customer will require the ability to conduct additional end-user training via webinar, downloaded presentations etc., at its facility after the preliminary training has been conducted. All training will be conducted onsite using the installed UCaaS Solution.

The successful Vendor will train the designated personnel as designated by the Customer on the general use of the proposed system, specifically on the operation of the users' handsets/phones and voicemail. The training should cover the equipment and software that the end user will be exposed to.

The training class will be equipped with working handsets/phones that they will be using.

The successful Vendor will provide "handouts or cheat sheets" on the common uses for the handsets/phones delivered to the end users.

## System Administrator Training

The successful Vendor must conduct Systems Administrator and Operator Training on the management of the UCaaS Solution. The Systems Administration Training will provide three (3) classes of four (4) hours each of:

- How to administer the entire system.
- How to make upgrades and changes required for the normal use of the system.
- Call Center Training
  - Task management
  - Workflow integration capabilities
  - Integration into patient database possibilities

The Customer reserves the right to schedule this with the successful Vendor after the proposed system is up and operational. The Customer will require at least two separate training sessions.

The Operator Training will cover the operation of the expanded handset. Vendor should allow for four (4) classes of two (2) hours each in their response. The classes will be scheduled in full cooperation with the Customer. The Customer has final approval on all scheduling dates.

Vendor should clearly state its recommendations for Supervisor, Operator and End-User training sessions. If available, Vendor should provide course outlines, additional training materials that it will make available to the Customer for unlimited use during the length of the contract.

Vendor should explain what additional self-training content will be made available to Customer's personnel and any additional costs that maybe associated.

**VENDOR COST SUMMARY**

**Benzie-Leelanau DHD – UCaaS Solution**

Vendor is expected to separate the costs in the response according to this table.

<b>LOCATION: Benzie-Leelanau DHD – Office in Benzie</b>	
<b>Components</b>	<b>Cost Summary</b>
System Components	\$
Labor/Installation	\$
Manufacturer’s 3 Year – Service Agreement	\$
Additional	\$
<b>Sub-Total</b>	<b>\$</b>
<b> </b>	
Training	\$
<b>Sub-Total</b>	<b>\$</b>
<b> </b>	
<b>TOTAL</b>	<b>\$</b>

<b>LOCATION: Benzie-Leelanau – DHD Office in Lake Leelanau</b>	
<b>Components</b>	<b>Cost Summary</b>
System Components	\$
Labor/Installation	\$
Manufacturer’s 3 Year – Service Agreement	\$
Additional	\$
<b>Sub-Total</b>	<b>\$</b>
<b> </b>	
Training	\$
<b>Sub-Total</b>	<b>\$</b>
<b> </b>	
<b>TOTAL</b>	<b>\$</b>

<b>COST SUMMARY – Three Year</b>	
<b>Building Equipment</b>	<b>Total</b>
Benzie-Leelanau – CRC	\$
Benzie-Leelanau – DHD	\$
<b>Sub-Total</b>	<b>\$</b>
<b>TOTAL</b>	<b>\$</b>

*It is expected that all Vendor responses will include a detailed "Build of Materials" so that the Customer and its Technology Designer has access to how the Vendor Cost Summary was completed.*

Additional Service Options – Informational ONLY

**Optional Vendor Cost Summary**

<b>COST SUMMARY – Five Year</b>	
<b>Building Equipment</b>	<b>Total</b>
Benzie-Leelanau – CRC	\$
Benzie-Leelanau – DHD	\$
<b>Sub-Total</b>	<b>\$</b>
<b>TOTAL</b>	<b>\$</b>

**REQUIRED FORMS**

Mandatory Election to Bid Form – DUE – MAY 22, 2022 4:30PM

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

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_

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

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

E-Mail Address \_\_\_\_\_

Web Site Address \_\_\_\_\_

With the Election to Bid Form filled out the Vendor will be notified of any addendum, changes, additions and/or deletions that may impact this product.

Please submit form to:  
Dodie Putney  
([dputney@bldhd.org](mailto:dputney@bldhd.org))  
6051 Frankfort Hwy.  
Suite 100  
Benzonia, MI 49161  
FAX: 231-882-2204



**General Vendor/Sub-Contractor Information**

<b>Name of Company</b>			
Will your company agree to provide a 90-day period from the date the material is installed to allow a trial period to ensure that the material is operational and compatible before final payment is made?	YES	NO	
Where is the closest Manufacturer's support facility?			
Where is the Vendor's closest support facility?			
Where is your headquarters?			
Is your company an equal opportunity employer?	YES	NO	
How long has your company been in business?			
How many total employees does your company have?			
How many support staff available over the phone to troubleshoot problems?			
How many customers does your company currently service?			
<b>Please list your company's approximate annual sales for:</b>			
2019			
2020			
2021			
Do you have a toll-free support line?	YES	NO	
Do you maintain a 24 X & call-in center for problems?	YES	NO	
Has your company ever been involved in a lawsuit pertaining to the proposed services?	YES	NO	
If yes, explain the condition and resolution:			

**Current Work Information**

If your company is currently working on (or maybe working on during this project) active projects in providing the proposed services, please list below:

Customer Name	Contact Person	Phone Number	Project \$\$\$	Completion Date

List any differences or capabilities that would set your company apart from other vendors.

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**Vendor Review Form (Filled out by Vendor and any Sub-Contractors)**

Name of Company: \_\_\_\_\_

Item	Warranty Coverage	Vendor Maintenance Contract	Time & Materials
Average Response Time			
Emergency Services			
After Hours Rate			

**Sub-Contractor Information**

Name of Sub-Contractor	Contact Number	Type of Work	Warranty

**Vendor References for:** \_\_\_\_\_

Company Name	
Address	
City/State/Zip	
Contact Name	
Contact Title	
Phone Number	
Email	
Scope of Work	
Project Date	

Company Name	
Address	
City/State/Zip	
Contact Name	
Contact Title	
Phone Number	
Email	
Scope of Work	
Project Date	

Company Name	
Address	
City/State/Zip	
Contact Name	
Contact Title	
Phone Number	
Email	
Scope of Work	
Project Date	

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Conflict of Interest Affidavit**

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, sub-paragraph (d), as listed below:

- (3) The advertisement for bids (and proposals) shall do all the following:
  - (d) State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the vendor and any member of the Benzie-Leelanau District Health Department. The Customer shall not accept a bid that does not include this sworn and notarized disclosure statement.

Furthermore, this affidavit also binds the Vendor to the Customer's *Conflict of Interest* provision as listed below:

**Conflict of Interest** – The vendor shall disclose and describe any business, financial, pecuniary, or familial relationship existing between the Vendor (or any officer, agent, or employee of the Vendor) and any officer, employee, agent or board member of the Benzie-Leelanau District Health Department.

In the space provided below, list and describe all existing conflicts of interest; OR check the box, indicating that there are no known conflicts of interest.

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To the best of my knowledge, no conflict of interest exists.

Print name of Vendor: \_\_\_\_\_ Signature: \_\_\_\_\_

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Name of Company: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

**NOTARY** - State of Michigan, County of \_\_\_\_\_

Sworn to and subscribed before me, a notary public in and for the above state, on this \_\_\_\_\_ Day of \_\_\_\_\_, 2022

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

**IRAN LINKED BUSINESS AFFIDAVIT**

All bids must be accompanied by a sworn statement disclosing any Iran Linked Business relationship that exists within the owners, including its officers, directors, and employees.

The undersigned, owner, or authorized officer of \_\_\_\_\_ (the bidder), pursuant to Michigan Public Act No. 517 of 2012, the “Iran Linked Business” requirement provided in the Customer Request for Proposal hereby represents and warrants that the bidder, including its officers, directors and employees, is not an “Iran Linked Business” within the meaning of the applicable Public Act, and that in the event a bidder is awarded a contract as a result of this RFP, the bidder will not become an “Iran Linked Business” at any time during the course of performing under the contract. The bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Customer investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on future Request for Proposals (RFPs) for three years from the date that is determined that the person had submitted the false certification.

**There is not an “Iran Linked Business that exists** within the bidder and or owners, officers, directors and employees.

Bidder: \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

This instrument was acknowledged before me, a Notary Public, in and for \_\_\_\_\_ County, on this \_\_\_\_ day of \_\_\_\_\_, 2022,

\_\_\_\_\_  
(Notary Public Signature) SS: \_\_\_\_\_

My Commission expires on: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

## Vendor Compliance List

Vendor understands that by completing this form and filing it with their response Vendor is acknowledging compliance with every point of this RFP in Section 1 General Terms and Conditions, Section II Basic Environment and Instructions, Section III Technical Specifications, Section IV Project Specifications, Addendums, and any other specifications as provided by the Customer or its consultant. Any point(s) that Vendor specifically cannot agree to should be submitted with their response on a separate sheet of the Vendor's Letter Head and signed by an authorized representative of same.

### Required Forms:

Election to Bid Form	_____
Proof of Insurance	_____
Cost analysis forms with line-item pricing and component part numbers	_____
Vendor Information Form	_____
References Form	_____
Conflict of Interest Affidavit	_____
Iran Linked Business Affidavit	_____
Addendum No. _____	_____
Addendum No. _____	_____
Addendum No. _____	_____
Addendum No. _____	_____
Addendum No. _____	_____

We hereby acknowledge all listed requirements of this RFP and specifications herein and accept and provide our acknowledgement of same.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Written Name

\_\_\_\_\_  
Position