

# Lighthouse Academy Request for Proposal

December 20, 2024

Lighthouse Academy (also referred to as LA in these documents) will accept **bids** for:

## **Leasehold improvements for the 2025-26 School Year**

Leasehold improvements are needed for use by high school students in Suites B120 and B130 (adjoining 4,800 sq. ft) at the Holland Town Center located at 12330 James Street, Holland, Michigan. It is anticipated that the improvements will include five classrooms, a reception area, two offices, a kitchen warming area and restrooms. All improvements must comply with Michigan school code. The project must be substantially completed (certificate of occupancy) for the start of the 2025-26 school year, which will begin on approximately August 31, 2025. **Bids are due no later than January 24, 2025 at 1:00 p.m.**

An optional pre-bid meeting will be held on January 6, 2025 at 10:00 a.m. at Lighthouse Academy, 3330 36<sup>th</sup> Street SE, Grand Rapids, Michigan 49512. All bidders must complete and submit all addendum questions by January 6, 2025. Bid documents are available upon request.

Bids should be submitted to Leslie Cummings, Executive Director of the Business Office, at 3300 36<sup>th</sup> Street SE, Grand Rapids, MI 49512. Bids are to be submitted no later than **1:00 p.m. on Friday, January 24, 2025**. LA will not consider or accept a bid received after the date and time specified for bid submission. Bids will be publicly opened immediately following the close of receiving bids. No oral, email, telephonic or telegraphic proposals shall be considered.

LA reserves the right to accept or reject any or all bids in whole or in part; or, for reasons of establishing uniformity, delivery time or preference, to award the contract to other than the low bidder.

The contents of RFP and Bidder's (also referred to as Contractor in these documents) Proposal will become contractual obligations, if a contract ensues. Failure of the Bidder to accept these obligations will result in cancellation of the award. Award of a contract by LA is subject to the Contractor executing a Contract, which shall incorporate the contents of this RFP and the Contractor's Proposal and final approval of the same by the LA's legal counsel.

In compliance with MCL 380.1267, the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between LA or any employee of the bidder and any member of the board, or LA's superintendent. The bid shall also be accompanied by a sworn and notarized statement disclosing whether the bidder is an Iran Linked Business in compliance with MCL 129.311. The Board shall not accept a bid that does not include these sworn and notarized disclosure statements.

All bids shall be firm for at least sixty (60) days from the date of opening of bids. Length of time required for completion shall be specified in the bid. All bids submitted must meet or exceed all specifications herein.

Bids are to be submitted on our Bid Proposal Form, signed by the bidder, in a sealed envelope clearly marked. Two (2) copies of the Bid Proposal Form should be addressed to the attention of:

Leslie Cummings, Executive Director of the Business Office  
Lighthouse Academy  
3300 36<sup>th</sup> Street SE  
Grand Rapids, MI 49512  
**“Lighthouse Academy Leasehold Improvements - BID”**

One (1) copy of the bid form should be retained for your files. Any questions should be referred to Leslie Cummings.

## INSTRUCTIONS TO BIDDERS

### GENERAL CONDITIONS:

1. Proposal/Intent

Furnish materials, labor and all other costs to LA for the requested leasehold improvements according to the attached specifications.

2. Types of Proposals

The proposal should be for the leasehold improvements at Suites B120 and B130 of the Holland Town Center located at 12330 James Street, Holland, Michigan to include five classrooms, a reception area, two office, a kitchen warming area and restrooms. All improvements must comply with Michigan school code. The project must be substantially completed (certificate of occupancy) for the start of the 2025-26 school year, which will begin on approximately August 31, 2025.

3. Receipt of Bids

Bids will be received at Lighthouse Academy located at 3300 36<sup>th</sup> Street SE, Grand Rapids, MI 49512 on **Friday, January 24, 2025 at 1:00 p.m.** Bids will be publicly opened at this time. LA will not consider or accept a bid received after the date and time specified for bid submission. No oral, telephonic or telegraphic proposals shall be considered.

4. Bidders' Qualifications

Bidders shall be able to demonstrate the following:

Shall be reputable, recognized organization with at least five (5) years successful experience on work of this type and scope, of equal or better quality than this project.

5. Warranty

Contractor shall warranty materials and installation of all components for a period of one year from date of acceptance by LA of job completion.

6. Project Meeting

A project meeting will be scheduled within five days following the award of the project.

7. Work Schedule

Project Start: Immediately after award  
Completion: Substantial completion by August 31, 2025, as witnessed by a Certificate of Occupancy  
Work Hours: 7:00 a.m. to 5:00 p.m.

Failure to close out the project by September 30, 2025 shall result in a penalty of \$1,500 per day.

8. Clean-up and Disposal

The Contractor shall be responsible to clean-up all debris and dispose of it off-site. This MUST BE DONE DAILY. If LA has to clean up after contractors, there will be a \$500 per event fee in addition to disposal costs.

9. Damage Repair

A survey of the site will be conducted, and documented by the contractor, to determine current site conditions. The contractor shall be responsible to repair any damage to the site, which occurs during this project.

Contractors and their Sub Contractors shall park their work vehicles in the area(s) designated for parking. Contractors and their Sub Contractors shall not park or drive on sidewalks or grassy areas. There will be a \$500 fee assessed for any vehicles that are documented to be parking on sidewalks or grassy areas.

10. Submittal of Bid

Before submitting a bid, bidders shall carefully read all of the specifications in order to avoid omission or duplications. To ensure a complete project, bidders shall visit the premises, verify site conditions and conditions under which work under the contract must be conducted. Submission of a bid signifies that the bidder has visited the project premises, has made examinations and verifications and is fully conversant with all conditions under which the work is to be performed. No claims for additional compensation will be considered or paid to the successful bidder, due to said successful bidder's failure to be so informed.

Any exceptions to the terms and conditions contained in this RFP or the form Contract attached to this RFP, if there is one attached, or any other special considerations or conditions requested or required by the bidder MUST be specifically enumerated by the bidder and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP or form of Contract cannot be met by, or in the bidder's opinion should not be applicable to, the bidder. The bidder shall be required and expected to meet the specification and the requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the bidder's Proposal and those exceptions or special considerations or conditions are expressly accepted by LA.

Bids shall be submitted in duplicate on forms provided by LA and shall be delivered in a sealed envelope clearly marked as to the contents to the attention of:

Leslie Cummings, Executive Director of the Business Office  
Lighthouse Academy  
3300 36<sup>th</sup> Street SE  
Grand Rapids, MI 49512  
**Lighthouse Academy Leasehold Improvements - BID**

11. Familial Relationship

All bidders must provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid. The bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between LA or any employee of the bidder and any member of the board or the LA superintendent. LA shall not accept a bid that does not include this sworn and notarized disclosure statement.

12. Iran Linked Business Affidavit

Each bid must be accompanied by a sworn and notarized Iran Linked Business Affidavit certifying that the Contractor is not an “Iran linked business”.

13. Withdrawal of Bids

Any bidder may withdraw the bid at any time prior to the scheduled time for receipt of bids. No proposals may be withdrawn after the scheduled closing time of the bid.

14. Firm Prices

Prices and notations must be typed or in ink. No erasures are permitted. Mistakes may be crossed out and corrections entered and initialed, in ink, by the person signing the proposal.

In the event of discrepancy between the unit price and the extension, the UNIT PRICE SHALL GOVERN. The price inserted must be net including all freight, discounts, rebates, and allowances.

15. Delivery/Installation

Time of delivery is part of the consideration. It is understood that the bidder agrees to deliver prepaid to the site, specified from the resulting contract, all items. All cost of delivery, drayage, freight, packing, unpacking, and setup are to be included in the prices bid.

The Contractor is responsible for removing from the project all waste materials and rubbish resulting from his operations and installation including all packing cartons and debris. Removal is to occur on a daily basis. Failure to do so will result in LA doing so and the cost thereof shall be charged to the Contractor as a deduction in his contract price.

The Contractor shall provide an adequate number of qualified, experienced installers, in harmony with other works at the site.

16. Termination by LA for Convenience

LA may, at any time, terminate the Contract for LA’s convenience and without cause.

Upon receipt of written notice from LA of such termination for LA’s convenience, the Contractor shall:

- (1) Cease operations as directed by LA in the notice;
- (2) Take actions necessary, or that LA may direct, for the protection and preservation of the Work; and
- (3) Except for Work directed to performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

17. Bonds

Bid Bonds

All bids shall include a five percent (5%) Bid Bond, of the total base bid price, made payable to Lighthouse Academy with the sealed bid. Any bids received without a Bid Bond will be rejected by LA.

Performance Bond/Payment Bond

Within fourteen (14) days after date of issuance of written notice of selection for the award of a contract, which shall be considered as the notice to proceed, the successful bidder shall enter into a contract with LA and shall execute and file with LA, the following in the amount 100% equal to full contract sum.

**The Performance Bond must insure the faithful performance of all provisions of the contract and satisfactory completion of the specified work, within the time agreed upon.**

The **Payment Bond** must insure the payment and protection of claimants supplying labor or materials to the principal contractor or his subcontractors in the prosecution of the work provided for in the contract. The successful contractor’s bond company must be listed by the State of Michigan as a licensed carrier and have an excellent or superior rating from AM Best Company.

18. Safety

Under the “General Conditions of the Contract for Construction” of the contract to be awarded, the Contractor;

- a) shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures;
- b) shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the contract;
- c) shall take reasonable precautions for safety of all persons who may be affected, including employees of the Contractor and Subcontractor; and
- d) shall have an accident prevention representative at the site.

The general conditions of the contract for construction and the agreement also require that the Contractor indemnify LA in the event of certain claims arising out of the performance of the work.

20. Compliance with School Safety Initiative Legislation

Meeting the requirements of the School Safety Initiative Legislation, being MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g.

The Bidder acknowledges and agrees that the Bidder will have any and all of its installation personnel (defined as those personnel who will be on the property during the project, including sub-contractors) subjected to criminal history and background checks. Criminal history and background checks will be done within a year of the beginning of the project and must be completed before work begins on this project.

The Bidder is required to provide written documentation listing all personnel who fall into the group indicated in the above paragraph. The documentation will also verify that none of the personnel have a “listed offense” as indicated below. This documentation is to be provided before the beginning of the project and updated as necessary for any additions or subtractions from the list as long as the project lasts.

The Bidder shall indemnify, defend and hold Lighthouse Academy, their employees and officers, Board of Directors, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney’s fees and actual expert witness fees, arising out of or in connection with any violation of, or the Bidder’s failure to comply with the above paragraphs.

The Bidder shall be responsible for all costs and expenses associated with the above-required criminal history and background checks.

LISTED OFFENSES

1. MCL 750.145a - Accosting, enticing or soliciting children (less than 16 years of age) for immoral purposes.
2. MCL 750.145b - Accosting, enticing or soliciting children (less than 16 years of age) immoral purposes – second or subsequent offenses.
3. MCL 750.145c - Involvement in child sexually abusive activity or material, including possession of child sexually abusive material (“child” is a person less than 18 years of age who has not been legally emancipated.)
4. MCL 750.158 - Crime against nature (i.e., sodomy and bestiality) if the victim is an individual less than 18 years of age.
5. A third of subsequent violation of any combination of the following:
  - a. MCL 750.167(1)(f) - indecent or obscene conduct in a public place;
  - b. MCL 750.335a - indecent exposure;
  - c. A local ordinance of a municipality substantially corresponding to a section described in (a) or (b), *supra*.
6. Except for juvenile disposition or adjudication, a violation of:
  - a. MCL 750.338 - gross indecency between males; fellatio or masturbation;
  - b. MCL 750.338a - gross indecency between females; oral sex;
  - c. MCL 750.338b - gross indecency between male and female persons;

- if the victim is an individual less than 18 years of age.
7. MCL 750.349 - Kidnapping, if victim is an individual less than 18 years of age.
  8. MCL 750.350 - Kidnapping; child under 14 years of age with intent to detain or conceal from child's parent or legal guardian.
  9. MCL 750.448 - Soliciting or accosting by a person 16 years of age or older, if victim is an individual less than 18 years of age.
  10. MCL 750.455 - Pandering
  11. MCL 750.520b - First degree criminal sexual conduct.
  12. MCL 750.520c - Second degree criminal sexual conduct.
  13. MCL 750.520d - Third degree criminal sexual conduct.
  14. MCL 750.520e - Fourth degree criminal sexual conduct.
  15. MCL 750.520g - Assault with intent to commit criminal sexual conduct.
  16. Any other violation of a law of the state or a local ordinance of municipality that by its nature constitutes a sexual offense against an individual who is less than 18 years of age.
  17. MCL 750.10a - Offense by sexually delinquent person (i.e., "any person whose sexual behavior is characterized by repetitive or compulsive acts which indicate a disregard of consequences or the recognized rights of others, or by the use of force upon another person in attempting sexual relations of either a heterosexual or homosexual nature, or by the commission of sexual aggressions against children under the age of 16").
  18. An attempt or conspiracy to commit an offense described in (1) through (17).
  19. An offense substantially similar to an offense described in (1) through (17) under a law of the United States, any state, or any country or any tribal or military law.
21. Insurance Requirements

The Contractor shall protect, defend and indemnify LA, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs of whatsoever kind and nature which may result in injury or death to any persons, and for any result in injury or death to any person, and for loss or damage to any property, including property owned or in the care, custody, or control of the LA in connection with or in any way incident to or arising out of the occupancy, use, with this Agreement resulting in whole or in part from negligent acts or omissions of the Contractor, any Subcontractor, or any employee, agent or representative of the Contractor or any Subcontractor.

The Contractor shall maintain, at its expense, during the term of this contract the following insurance:

- a. Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.
- b. Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent contractors, and contractual liability coverage. The policy shall be endorsed to provide thirty (30) days written notice to LA of any material change of coverage, cancellation, or non-renewal of coverage.

- c. If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent Contractors.
- d. Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property 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 occurrence of bodily injury and property damage.
- e. All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A rating by AM Best.
- f. The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this contract.

22. Permits, Fees, Regulations and Taxes

The Contractor shall obtain and pay for all permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including disconnection charges, capping and unplugging utilities.

The Contractor shall be responsible for obtaining all permits and licenses necessary for the proper completion of project. Permits and licenses are available from the appropriate agencies having jurisdiction. The Contractor shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing on the work.

At the completion of the project, the contract will provide to LA all paperwork related to the full execution of the permits(s), including all payments and inspections.

If any of the work of the Contractor is done contrary to such laws, ordinance rules and regulations without such notice, he shall bear all costs arising therefrom. The Contractor shall include all cost and taxes in its bid, and make proper provisions for payment of all other State and Federal applicable taxes, fees or other costs.

LA is NOT automatically exempt from State of Michigan Sales and Use Taxes. LA must pay these taxes when materials are to be incorporated into realty. Hence, for materials that are permanently attached, built-in, incorporated or otherwise made part of the structure all applicable taxes shall be paid by the Contractor. LA is exempt from sales and use taxes if the materials are movable and are not permanently made part of the structure.

23. Bids, Notifications, Claims and Statements shall be signed as follows:

Corporations; Signature of officials shall be accompanied by a certified copy of resolution of the Board of Directors authorizing the individual signing to bind the corporation. Affix official corporate seal.

Partnerships; Signature of official shall be accompanied by a certified copy of the Power of Attorney authorizing the individual signing to bind all partners.



24. LA through its' management company Integrity Educational Services Is An Equal Opportunity Employer

LA is an Equal Opportunity Employer. Pursuant to the Executive Order 11246 as amended, you are advised that under the provisions of this order, Contractors and Subcontractors are obligated to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

25. Michigan Right to Know Law

LA will comply with the Michigan Right to Know Law by informing Contractors of hazardous chemicals to which they may be exposed. All Contractors will be required to provide Material Safety Data Sheets for any hazardous chemicals brought to the workplace. The Contractor shall comply with all applicable provisions of the Occupational Safety and Health Act for the duration of the specified work.

26. Asbestos Hazard Emergency Response Act

As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act, each LA is responsible for providing contractors with information regarding locations of known or assumed asbestos containing material prior to the Contractor entering a building under the LA's jurisdiction. The successful bidder will be required to complete LA's Contractor Notification forms.

27. Notification of Assumed Lead-Containing Materials

The intent of this section is to formally notify all Contractors and Sub-Contractors applying for or bidding on work covered within this specification that, due to the age of the facilities within this site, there is the presumption that building components do contain lead-based paint pursuant to OSHA definition. LA has not conducted lead-based paint inspections. As a result, all Contractors and Sub-Contractors bidding must assume that building components do contain lead-based paint.

Furthermore, all awarded Contractors and Sub-Contractors shall be responsible to comply with all applicable Federal and Michigan State lead regulations including, but not limited to, 29 CFR Part 1926.62 of the OSHA Lead Construction Standard, (Part 603 of the Michigan State Standards). All costs associated with regulatory compliance shall be borne by the Contractor and/or Sub-Contractor.

28. General Conditions

LA reserves the right to accept or reject any or all proposals, to waive irregularities, and to accept a proposal which, in LA's opinion, is in LA's best interest.

LA reserves the right to declare as non-responsive, and reject, any bid which is incomplete or where material information requested is not furnished, or where indirect or incomplete answers or information is provided.

In the event, the Administration Building is closed due to unforeseen circumstances on the day Proposals are due, Proposals will be due at the same time on the next day that the Administration Building is open.

Negligence in preparation, improper preparation, errors in, or omissions from, proposal shall not relieve a bidder from fulfillment of any and all obligations and requirements of the proposed Contract Documents.

LA expects that the awarded bidder will complete the work as outlined in the specifications for the amount bid by the bidder. Any additional costs above the amount bid and awarded, must be approved by LA in advance of any work.

Voluntary alternates for bids are acceptable but should NOT be put in the space for the Base Bid on the Bid Response Form but on an attached sheet, clearly labeled Voluntary Alternative. Such Alternates should be described in enough detail for LA to understand the Bidder's intent.

Any exceptions to the terms and conditions contained in this RFP or any special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP cannot be met by, or in the Contractor's opinion should not be applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and the requirements as set forth in this RFP in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by LA.

No responsibility shall attach to LA, or the authorized representatives of either one, for the premature opening of any proposal, which is not properly addressed and identified.

The Contract Documents, as outlined in the executed Agreement, shall imply the inclusion of the entire agreement between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent or employee of LA or by any other person.

## 29. Opening and Awarding of Bids

Bids will be publicly opened at the Lighthouse Academy, 3300 36<sup>th</sup> Street SE, Grand Rapids, Michigan 49512, at 1:00 p.m. on Friday, January 24, 2025.

The tally sheet of the bidders' responses will be available online approximately seven days after the opening of the bid.

The recommendation for award will be submitted to the LA Board of Education at its' January 28, 2025 Regular Board meeting. LA reserves the right to select and recommend for award the proposal which best meets its required needs, quality levels and budget constraints. LA reserves the right to reject any and all proposals.

The Bidder will be deemed as having been awarded the Bid when the formal notice of acceptance of his/her Bid has been duly served upon the intended awardees, or agent, by the LA individual duly authorized to give such notice.

**BID PROPOSAL FORM**

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

**The undersigned certifies that the bid contained meets or exceeds the attached specifications. Include the bond amount in the price. Project will be awarded to one contractor.**

To provide labor, materials, and equipment for as specified/where specified:

**Total Bid** – Lighthouse Academy Leasehold Improvements      \$ \_\_\_\_\_

**Acknowledge receipt of Addendums:** \_\_\_\_\_

**Can you complete this project in the time line specified?**      Yes   No

**Please state your warranty:** \_\_\_\_\_

**State any prompt payment terms:** \_\_\_\_\_% \_\_\_\_\_ days.

**Do you conduct background checks on your employees?**      Yes   No

**Bid Bond Included?**      Yes   No

**Familial Relationship affidavit included?**      Yes   No

**Iran Linked Business Affidavit included?**      Yes   No

**Are you on the Excluded Parties List, which excludes you from receiving Federal Contracts or certain sub contracts, pursuant to the provisions of 31 U.S.C. 6101, note E.O. 12549, E.O. 12689, 48 C.F.R. 9.404?**      Yes   No   Unknown

**Provide your DUNS number, if you have one:** \_\_\_\_\_

**Local Vendor or Taxpayer?**      Yes   No   Unknown  
(Documentation, if necessary, will be obtained after the bid opening.)

**At least 3 references with contact person:**

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**BID PROPOSAL FORM continued**

**My signature certifies that the Proposal as submitted complies with all of the terms and conditions set forth in the Request for Proposal unless specifically enumerated as an exception as part of our Proposal.**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

AUTHORIZED NAME (please print): \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CONSTRUCTION BID DISCLOSURE STATEMENT – FAMILIAL RELATIONSHIP

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between LA or any employee of the bidder and any member of the Board or the LA Superintendent must be accompanied with the bid. **Bids without this disclosure statement will not be accepted.**

A. The members of the LA Board are: Peter VanGelderen, Todd Penning, Aaron Toffoli, Angela Bunn, Erica Galat and Dr. Brenda King.

B. The LA Superintendent is: Heidi Cate

The Following are the familial relationships:

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

There are none.

STATE OF MICHIGAN        )  
  )  
COUNTY OF \_\_\_\_\_)

The undersigned, authorized representative of bidder (insert name) \_\_\_\_\_ does hereby acknowledge that bidder has read the foregoing disclosure statement and the statements herein contained are true.

\_\_\_\_\_  
Signature of Bidder Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_/\_\_\_\_/\_\_\_\_\_

IRAN LINKED BUSINESS AFFIDAVIT

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 Lighthouse Academy Leasehold Improvements 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 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 \$250,0000.00 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 Academy’s 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 requests for proposal for three (3) years from the date that is determined that the person has submitted the false certification.

Please Check the box below:

**There is no an “Iran Linked Business” that exists within the bidder and/or owner, officers, directors, and employees.**

**BIDDER:**

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_.

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

\_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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