



**REQUEST FOR PROPOSALS (19-06)
AIRFIELD INSPECTION & RECORDS MANAGEMENT SYSTEM AT THE
CAPITAL REGION INTERNATIONAL AIRPORT**

Issue Date: November 15, 2019

Question Deadline: 3:30pm EST, November 25, 2019
Email questions to: purchasing@craa.com

Proposal Deadline: 3:30pm EST, December 16, 2019
Capital Region Airport Authority
4100 Capital City Blvd.
Lansing, MI 48906

Solicitation Contact: Bonnie Wohlfert, Executive Assistant
Phone : (517) 886-3714
Fax : (517) 321-6197

DESCRIPTION: The Capital Region Airport Authority (“Authority”) is seeking proposals from highly experienced and professional firms to provide an airfield inspection and records management system at the Capital Region International Airport (“Airport”). This system shall be a semi-custom solution consisting of both airport specific maps and inspection forms and standard (generic) content options.

Proposals must be received by the Authority by the exact date and time indicated above. Late proposals will not be accepted.

This Request for Proposals (RFP) may be viewed or obtained as follows:

- A. To download this RFP, all attachments, and all addenda, access the Authority website at: <http://www.flylansing.com/media>

- B. To view a copy of the RFP, all attachments, and all addenda, visit the following location:
Capital Region Airport Authority
4100 Capital City Blvd.
Lansing, MI 48906
(517) 321-6121

Important Note: It is the responsibility of the Proposer(s) to view, obtain or download all addenda issued by the Airport Authority for this RFP.

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SECTION 1 – GENERAL INSTRUCTIONS

- 1) **PRE-PROPOSAL INFORMATION AND QUESTIONS:** Proposers are advised to review this document in its entirety and to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the Authority. If a Proposer finds a discrepancy, error, or omission in the RFP document, the Proposer is requested to promptly notify the CRAA Contact noted on the Cover Page of this RFP, so that written clarification may be sent to all prospective Proposers. All questions must be submitted in writing to the CRAA Contact by the question deadline indicated on the Cover Page of this document. All answers will be issued in the form of an addendum.
- 2) **PRE-PROPOSAL MEETING:** The Capital Region Airport Authority will not be holding a pre-proposal meeting for this project.
- 3) **RFP MODIFICATIONS/ADDENDA:** Clarifications or modifications may be made to this solicitation at the discretion of the Authority. Any and all Addenda issued by the Authority will be posted as noted on the Cover Page of this document. All interested parties are instructed to view the listed websites regularly for any issued addenda. Copies of any issued addenda may also be obtained from the Capital Region Airport Authority, 4100 Capital City Blvd., Lansing, MI 48906 during business hours, 8:00 A.M. to 4:30 P.M., Eastern Time, Monday through Friday. It is the responsibility of the Proposer to obtain any issued addenda and to acknowledge the addenda on the Proposal Form. If any changes are made to this solicitation document by any party other than the Authority, the original document in the Authority's files takes precedence.
- 4) **PROPOSAL SUBMISSION:** Each Proposal that is timely received will be evaluated on its merit and completeness of all requested information. The number of copies of the Proposal must be prepared in the manner and detail specified in this RFP. Failure to submit a timely Proposal including a signature binding the offer will result in your Proposal being deemed non-responsive; this item will not be waived or considered a minor informality or irregularity.
 - i. Proposals must be submitted to the Authority by the Proposal Deadline date and time indicated on the Cover Page of this document. The Authority's time stamp will determine the official receipt time. It is the responsibility of each Proposer to ensure that its Proposal is received by the Authority prior to the Proposal Deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during normal business hours, which are from 8:00 A.M. to 4:30 P.M. Eastern Time, Monday through Friday, except for legal holidays observed by the Authority.
 - ii. Proposals must be clearly marked and enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: RFP Title, and Respondent's business name, address, phone, fax and contact name.
 - iii. Submission of a Proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP, and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.

- iv. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the Proposal Form.
 - v. Proposal sent by telegraph, facsimile, or other electronic means will not be considered.
 - vi. All costs incurred in the preparation and presentation of the Proposal is the Proposer's sole responsibility. No pre-proposal costs will be reimbursed to any Proposer.
 - vii. All documentation submitted with the Proposal will become the property of the Authority.
 - viii. All Proposals must be firm for at least 180 days from the Proposal Deadline date of the RFP.
- 5) PROPOSAL SIGNATURES:** Proposals must include a Proposal Form that is signed in ink by an authorized official of the Proposer. The executed Proposal Form represents a binding commitment upon the Proposer to provide the goods and/or services offered to the Authority, if the Proposer is determined to be the most Responsive and Responsible.
- 6) LATE SUBMISSIONS:** Proposals received after the Proposal Deadline will not be opened and will be returned to the Proposer unopened. The Authority's time stamp will be the official time of receipt.
- 7) NO RFP RESPONSE:** Proposers who receive this RFP but do not submit a Proposal are asked to submit a notice stating the reason(s) for not responding.
- 8) DUPLICATE PROPOSALS:** No more than one (1) Proposal from any Proposer, including its subsidiaries, affiliated companies and franchises will be considered by the Authority. In the event multiple Proposals are submitted in violation of this provision, the Authority, at its sole option, will have the right to determine which Proposal will be considered, or reject all such multiple Proposals.
- 9) WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set forth as the Proposal Deadline. No Proposal may be withdrawn after the deadline for submission.
- 10) CANCELLATION/ REJECTION:** The Authority reserves the right to cancel any or all solicitations, in whole or in part, as well as reject any or all Proposals, or to accept or reject any Proposal in part, and to waive any minor informality or irregularity in Proposals received if it is determined by the Chief Executive Officer (CEO) or their designee that the best interest of the Authority will be served by so doing. If the solicitation is cancelled or all Proposals are rejected by the Authority, a notice will be posted on the flylansing website as identified on the Cover Page of this RFP. No Proposal will be considered from any person, firm or corporation that is in arrears or in default to the Authority on any contract, debt, or other obligation, or if the Proposer is debarred by the Authority from consideration for a contract award.
- 11) PROCUREMENT POLICY:** Procurement for the Authority will be handled in a manner providing fair opportunity to all Businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Authority. The CEO has the vested authority to execute a contract, subject to Board approval where required.

12) CONTRACT AWARD: The Authority reserves the right to award by item, group of items, or total proposed items to the most qualified Responsive and Responsible Proposer. Tentative acceptance of the Proposal, intent to negotiate a contract, and actual award of a contract will be provided by written notice sent to the Proposer at the address designated in the Proposal.

The Proposer(s) to whom the Authority intends to negotiate a contract will be notified at the earliest possible date. If for any reason, the awarded Proposer(s) cannot execute a contract within 14 days after the date of notification by the Authority, then the Authority may recommend award to the next most qualified Responsive and Responsible Proposer. A final Notice of Award, and if required, a Notice to Proceed, will be issued after completion of a fully executed contract.

13) PROPOSER AGREEMENTS: If a Proposer requires an agreement beyond any Agreement (Form of Agreement) required by the Authority, or required as a part of this solicitation by the Authority, the Authority reserves the right to reject execution of any additional Agreements required by the Proposer. In instances where the Authority rejects execution of additional agreements that are required by the Proposer, the Authority reserves the right to deem the Proposal as Non-responsive, and to recommend award to the next most Responsive and Responsible Proposer.

14) FREEDOM OF INFORMATION ACT (“FOIA”) REQUIREMENTS: Proposals are subject to public disclosure after the Proposal Deadline in accordance with state law. For additional information, contact the Authority’s FOIA Coordinator at (517) 886-3713.

15) PROTESTS: A protester may file, with the CEO or their designee, a protest about alleged defects in a competitive solicitation process or recommended award of a contract or in certain circumstances, award of a contract. A protest must be filed in writing, and must be filed within seven (7) days of the timeline of specific actions giving rise to the protest.

SECTION 2 – BACKGROUND AND PROJECT INTRODUCTION

- 1) **BACKGROUND:** The Capital Region Airport Authority owns and operates the Capital Region International Airport, a non-hub commercial service airport located in Lansing, Michigan. From 1929 until 1971, the airport was owned and operated by the State of Michigan and governed by the Michigan Aeronautics Commission. The Authority was created in 1970 pursuant to Act No. 73 of the Public Acts of Michigan, in order to transfer the State-owned airport to the newly created local governmental entity. The airport is served year-round by three (3) legacy airlines: American, Delta, and United, as well as by Apple Vacations charters on a seasonal basis. The Airport serves over 375,000 passengers per year.

- 2) **INTRODUCTION:** The Authority currently uses multiple software systems as well as hard copy systems to conduct airfield inspections and manage Part 139 records. The Authority's intent is to purchase and implement a new system allowing the integration of multiple procedures. This system shall be a semi-custom solution consisting of both airport specific maps and standard (generic) content options. The system must be user friendly, allowing both computer savvy and non-computer savvy individuals to complete their inspections and enter discrepancies with ease. The ideal system should allow for the documentation of airfield inspections, issue and track the status of work orders, document bird strike information, as well as log airfield conditions.

SECTION 3 – SCOPE OF WORK

The project's focus is to have a reliable, up to date, and user-friendly system that must, at a minimum, record Part 139 inspections, work orders, Notice to Airmen notifications (NOTAMs) and wildlife activity. The work area is located throughout the Capital Region International Airport's Air Operations Area (AOA), including runways, taxiways, ramps, access roads etc.

The vendor shall furnish all labor, materials and equipment required for implementing the proposed airfield inspection & records management system. All phases of work shall be completed in accordance with the schedule established by the Authority. The work shall be performed in a professional manner, subject to approval and acceptance by the Authority.

1) FUNCTIONS AND STANDARDS:

A. Base System Requirements for Airfield:

- I. Be able to document regular and special inspections
 - i. Include on each inspection the inspector's name, date completed, weather, current NOTAMs, and time stamp
 - ii. Allow discrepancy information to be entered in real time or at a later date
 - iii. Allow photos to be attached to discrepancies
- II. Be able to record and track work orders
 - i. Work orders should allow a search to show which stage of the process they are in. For example, has the item only been received by maintenance and still in the 'Work Request' phase, or have they started working on it and it's in the 'Work Order' phase?
 - ii. The system should allow a search of work orders including but not limited to, 'Closed,' 'Lighting,' 'Pavement,' time frame of turn around etc.
 - iii. Allow photos to be attached to work orders
 - iv. Allow for visual indicators of discrepancies already entered
 - i. Location pins placed where work orders have already been entered to reduce duplication
- III. Be able to record and track wildlife activity and bird strikes
- IV. Allow daily, monthly, quarterly inspection reports to be generated, available in both hard copy and digital format within different data parameters
- V. Be available on either a laptop, tablet, or smart phone

B. Optional System Features for Airfield:

- I. Allow variable map overlays, or layers, to show different airfield details (lighting, signs, markings etc). Having the option to select what information is shown can allow for less visual pollution and more accurate entries.
- II. Enter and track pavement conditions
 - a. Such as contaminants on surface, pavement conditions, pavement marking conditions etc
- III. Have a direct link to the FAA bird strike database to reduce duplication of data entry
- IV. Have a direct link to the FAA PilotWeb website to reduce duplication of data entry and increase accuracy
- V. Optional additional forms such as Fuel Farm Inspection, Mobile Fueler Vehicle Inspection etc

2) SOFTWARE REQUIREMENTS:

- a. Software as a Service (SaaS) to eliminate the need for Airport supported servers or workstations
- b. Supports multiple browsers including Microsoft Edge/Internet Explorer, Google Chrome, and Firefox
- c. Applications must be compatible with the current version of Windows
- d. Utilize the internet connection provided by the existing Airport network. The Airport network will provide for a secured network connection.
- e. Must be compatible with Verizon Aircard internet connection

3) REPORTS:

The system must be able to provide various reports including but not limited to daily airfield inspections, wildlife reports, bird strike reports, current and closed work orders, and NOTAM reports. Reports based on variable parameters and data points would be preferred. Data and reports must be stored and available for a minimum of 24 consecutive calendar months.

4) MAINTENANCE AND SUPPORT:

- A. The Proposal shall include details on how system service issues will be addressed, including qualifications of technical support personnel, reporting procedures, and response times to issues.
- B. The proposal shall include one year of service, meeting the minimum requirements as specified below:
 - Telephone/help-desk support, Daily, 8:00AM – 5:00PM
 - On-line remote technical support, Daily, 8:00AM – 5:00PM
 - 24/7 database support
 - System updates and patches while under contract (active subscription)
- C. Include technical system service details for years 2-5 as well.

5) ADMINISTRATOR/USER TRAINING:

Successful Proposer shall provide training and knowledge transfer on the complete program package that is Proposed. Training shall be on-site at a location designated by the Authority. Training should focus on using the software from an administrative perspective as well as the end user. Administrative training should include running reports, authorizing new users, troubleshooting technical issues etc.

6) ANTICIPATED MILESTONE SCHEDULE: The following is the anticipated schedule for the RFP Process:

Complete evaluation of Responses: December 2019

Preparation of Agreement: January 2020

Recommend Award of Agreement to Board: February 2020

Notice to Proceed: February 2020

SECTION 4 – SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

- 1) **TAX EXEMPTION:** All items purchased under this contract will be exempt from the State of Michigan Sales and Use Taxes. Blanket Certification of Exemption Forms will be furnished to the Proposer by the Authority.
- 2) **STATE CERTIFICATE:** If the successful proposer should be a corporation not incorporated under the laws of the State of Michigan, a Certificate of Authority from the State of Michigan, Department of Licensing and Regulatory Affairs, showing the rights of the successful proposer to do business in the State of Michigan shall be furnished. The successful proposer must be able to provide a valid certificate before an Agreement will be signed.
- 3) **PROPOSER AFFIDAVIT:** Each proposer is required to submit with their proposal, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.
- 4) **PROCUREMENT ENHANCEMENT PROGRAM:** It is the policy of the Authority to promote full and equal business opportunity to all persons doing business with the Authority. The Authority must ensure that businesses seeking to participate in contracting and procurement activities with the Authority are not prevented from doing so on the basis of the race or gender of their owners. The Authority is committed to ensuring that it is not engaged in passive participation in any form of discrimination. It is the Authority's position to encourage the greatest participation possible on all projects connected with any aspect of the Authority's auspices
- 5) **PROPOSER'S FINANCIAL OBLIGATION TO THE AUTHORITY:** No proposal may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the Authority, or that is a defaulter of surety or otherwise upon any obligation to the Authority, or has failed to perform faithfully any previous contract with the Authority
- 6) **PROPOSER'S INCURRED COSTS:** Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the Authority, and shall not be returned. Proposers selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the Authority, shall be responsible for all costs incurred by it during negotiations.
- 7) **GOVERNMENTAL APPROVALS:** It shall be the responsibility of the vendor, for its sole benefit and on its own behalf, to secure approval from appropriate governmental agencies, everything including permits and approvals necessary to the lawful conduct and activities contemplated hereunder. The successful vendor shall pay all fees and service charges assessed by said governmental agencies.
- 8) **ACCESS TO AIRPORT PROPERTY:** This Agreement is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 CFR 1542 and all other applicable rules and regulations promulgated

under them. All employees providing services at the Authority's airports must be badged by the airport. (See Airport Security Badges section below.) Vendors, Sub-vendors and the respective employees of each are subject to such employment investigations, including Criminal History Record Checks (CHRC) and Security Threat Assessments (STA), as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the Authority may deem necessary. Vendors, Sub-vendors, their respective employees, invitees and all other persons under the control of said vendor must comply strictly and faithfully with any and all rules, regulations and directions which the FAA, or the TSA may issue from time to time during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations. The airport can refuse to issue or revoke a security access badge pursuant to applicable laws, rules, regulations, policies and procedures.

- 9) AIRPORT SECURITY BADGES:** Proposers may need to obtain Security Badges for any person working at the airport who requires access to restricted areas. All Security Badge application forms as well as information to obtain one can be found at <http://www.flylansing.com/airlines-security/operations-and-badging-information>. For any Security Badge specific questions, proposers may contact the Capital Region International Airport Badge Office at 517-886-3724.

SECTION 5 – SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

1) EVALUATION PROCESS: All Proposals received will be evaluated by an Evaluation Committee comprised, at a minimum, of Authority representatives from three different operating divisions/departments. Proposers shall not assume that any information shared with the Authority prior to this RFP will be considered in the evaluation process. The selection committee may or may not have prior knowledge of any discussions. Evaluation will be completed on the information submitted in Proposal only. All proposals will be first evaluated for responsiveness, then responsibility. All responsive and responsible proposals will be evaluated on the following criteria, which are listed below in descending order of importance:

- a) Ability of product to meet the Authority's needs
- b) Pricing structure
- c) Schedule
- d) Qualifications of vendor and past performance
- e) Service & support of product

Each proposal submitted in response to this RFP shall focus on these criteria. The Evaluation Committee may consider past performance of the Proposer on other contracts with the Authority or other entities. The Authority reserves the right to make such additional investigations as it deems necessary, which may include contacting references, and may require the submission of additional information.

2) GENERAL SUBMITTAL REQUIREMENTS:

- a) **PROPOSAL DEADLINE:** The Proposal is due not later than the date and time listed on the Cover Page of this solicitation. The deadline date may in some instances change during the solicitation issuance period. If any deadline date for submission changes, such change will be issued in a published Addendum to this solicitation **PRIOR** to the deadline date indicated on the Cover Page of this solicitation.
- b) **NUMBER OF COPIES:** One (1) original, plus three (3) copies (four [4] total) of the entire Response must be submitted. The original must be marked "Original". Each copy must be identical to the original.

3) SPECIFIC SUBMITTAL REQUIREMENTS: In order to facilitate the analysis of responses to the RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Vendors who deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the Authority. Proposals should be prepared in a concise manner and provide sufficient detail and description of the vendor's capabilities to satisfy the requirements of this RFP. Each Proposal should be prepared simply and economically. Proposals shall be in the same order as listed in this Section and "**tabbed**" with dividers, as follows, to ensure the Evaluation Committee is able to easily locate the information that is requested in this solicitation. Additional information such as marketing brochures and promotional materials may be included but should be at the end of the proposal in an appendix.

a) Tab 1 - Introduction:

- i. Cover letter: The proposer shall provide a cover letter briefly summarizing the vendor's ability and willingness to perform the services required by the RFP.
- ii. Table of Contents: Provide a detailed table of contents listing major sections and subsections that corresponds to the requirements of the Request for Proposals. The table of contents must list the page number for the beginning of each section.
- iii. Executive Summary/Company Background: The Proposer shall provide a brief narrative not to exceed 3 pages. This section will present a high-level synopsis of the Vendor's responses to the RFP. The Executive Summary should be a brief overview of the engagement, and should identify the main features and benefits of the proposed work. Provide company background information including description of services and company history. Responses should address the following items as well as any other information that may be relevant to the decision process:
 - Company History
 - Service Focus
 - Ownership Structure
 - Years in Business
 - Key Partnerships and Alliances
 - Government/State Contracts (e.g. GSA, MIDeal)
 - Vendor Offices/ Locations
 - Number of Customers
- iv. Proposal Form, Exhibit A

b) Tab 2 – Ability of Product to Meet the Authority's Needs:

Describe how the product meets all of the Base System Requirements for the Airfield Function outline in Section 3. If the product, as is, does not meet the described requirements, provide details on if the product can be customized to meet those requirements. Please also describe any additional features that the product offers, if applicable.

c) Tab 3 – Pricing Structure:

- i. Pricing shall remain firm for acceptance for a period of 180 calendar days after the RFP closing date.
- ii. The proposal must include detailed, itemized cost information on the following items:
 - Licensing fees per user
 - Training for administrative and end user records and reports
 - Cost for any additional features- per module
 - Expenses, including travel, for airfield map developing
 - Set-up, installation, and "go live"
 - Maintenance and support costs for years 2-5
 - Database management – cost per hour
 - Content changes – cost per hour
 - Cost for any optional additional hardware
 - a. Laptop/Toughbook, durable tablet etc
 - b. Mounting brackets for laptop in vehicle etc
 - Any additional one-time or recurring costs or fees not included above
 - Any additional third-party software requirements
 - A total cost of the entire system proposed, installed and fully operational
- iii. Proposers must use the Price Page, Exhibit B

d) Tab 4 Schedule:

- i. The Proposal shall include a detailed schedule, including the following milestones:
 - i. Development of airfield maps, inspection forms, etc.
 - ii. Authority review and editing of maps and inspection forms
 - iii. On-site comparison of program to airfield
 - iv. Final review and editing of content
 - v. Installation
 - vi. Testing
 - vii. Administrator and user training
 - viii. Go live date

e) Tab 5 – Qualifications of Vendor and Performance:

All vendors must verify five (5) years of business experience with airports. The vendor should highlight features and capabilities that the vendor feels are the strengths of the proposed scope requirements.

f) Tab 6 – Service and Support of Product

Describe how the Service and Support team of the proposed product allows for continued use. With the Airport monitoring airfield conditions 24/7/365, what solutions can be offered to maintain accuracy and ease of use? The proposed product should be able to record and maintain records at all hours of the day. How do system updates, internet/ power outages etc affect the operations of the product?

g) Tab 7 – Program Management Techniques and Resources Available to Perform Work

- i. Proposers must describe their availability to the Authority and their approach for managing the project. Include a discussion of project management approach including project staffing. Describe the proximity of the specific office or location that will perform the work, and, if not the main/home office, explain its capability to obtain necessary support from the main/home office.
- ii. Describe the vendor's approach to the control and assurance of quality for the project. Provide a description of how similar systems have been developed using the same approach.
- iii. Describe how the proposer's implementation team will approach deployment, safety, training, user coordination, system testing and problem correction.
- iv. Provide the name, title, mailing address, telephone number, and email address of the person who will function as the Authority's primary contact person.

h) Tab 8 - References

Provide at least three (3) references demonstrating applicable experience. Please use Exhibit C for formatting your list of references. The Authority reserves the right to contact the referenced clients to verify the information or to solicit comments. Additional references are allowable if the vendor so chooses.

i) Tab 9 – Proposed Exceptions

Statement of Exceptions to RFP requirements: Provide a detailed description of any exceptions taken to the requirements of this RFP. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the Authority's RFP are to be identified and failure to do so shall make the proposal non-responsive.

Authority's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements.

- 4) ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY:** Proposals will be rejected for the following reasons:
- a) Vendor's failure to submit all required information of RFP
 - b) Vendor's failure to meet minimum qualifications
 - c) Vendor is debarred by the Authority or federal government (for federally funded contracts) from consideration for a contract award
 - d) Vendor has a contract or other relationship with a client that is determined by the Authority to be a legal or business conflict that is un-waivable or that the Authority, at its sole discretion, is unwilling to waive.

SECTION 6 – REQUIRED FORMS

EXHIBIT A – PROPOSAL FORM

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the Authority specification applying thereto unless exception(s) are stated above.

The Vendor’s name and address exactly as it would appear in a contract:

- Entity Name
- Street Address
- City, State, Zip
- Proposer’s Phone Number
- Proposer’s Fax Number
- Proposer’s E-Mail

FORM OF OWNERSHIP (Check One)

Corporation () LLC () Joint Venture ()

State of Incorporation/Registration _____ Date of Incorporation/Registration _____

Partnership () If Partnership, select one of the following: Limited () or General ()

Sole proprietorship ()

- () Business is in Good Standing with the State of Michigan.
- () Business is in Good Standing with the state in which this business is domiciled.
- () This business is not required to obtain a Certificate of Good Standing or otherwise register with the State of Michigan (and its state of domicile, if different). Explain why _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with Michigan Workforce Opportunity Wage Act (WOWA) regarding Living Wages. Yes No

The undersigned has read, understands and is fully cognizant of the information to Proposers, Offer and Form of Agreement, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____ (write “none” if none). In addition, the undersigned has completely and appropriately filled out all required forms.

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on next page.

EXHIBIT A – PROPOSAL FORM (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide any and all suits either with the Authority or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office nearest to Lansing, MI: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the Authority? YES / NO

EXHIBIT B – PRICE PAGE

Name of proposing company: _____

The below form is used for evaluating purposes. Prices and amounts may be subject to negotiation. All proposed prices must be firm for at least 180 calendar days after the RFP close date.

- A. Development and implementation of final product \$ _____
(includes, set-up, installation, and go-live)

- B. Licensing Fees up to XX users \$ _____
 - 1. Licensing Fees for any additional users \$ _____

- C. Cost for any additional features \$ _____
 - 1. Additional cost per module \$ _____

- D. Maintenance costs for Year 1 \$ _____
 - 1. Maintenance costs for Years 2 – 5 \$ _____

- E. Database Management cost per hour \$ _____

- F. Content Changes cost per hour \$ _____

- G. Costs for any optional additional hardware \$ _____
 - 1. Laptop \$ _____
 - 2. Durable Tablet \$ _____
 - 3. Mounting brackets for vehicles \$ _____

- H. Training for administrative and end users on records and reports ... \$ _____

- I. Cost for travel expenses if applicable \$ _____
 - Travel \$ _____
 - Lodging \$ _____
 - Transportation \$ _____
 - Incidentals \$ _____

- J. Any additional one time or recurring costs not listed above \$ _____

- K. Any additional third-party software requirements \$ _____

- L. Grand Total Year 1 \$ _____

- M. Grand Total Years 2 – 5 \$ _____

EXHIBIT C – REFERENCES

Name of Proposing Company: _____

List the company name, contact information, and a brief description of the project for at least three references presently or previously served by your Company. Do not use the Authority as a reference.

Airport/Company Name

Address

City, State, Zip

Contact Person (person directly responsible for overseeing implementation of project)

Phone Number

Email Address

Description of Project

Project Start Date

Project Completion Date

ATTACHMENT A – FORM OF AGREEMENT

The successful Respondent and the Airport Authority shall be required to sign the attached Form of Agreement.

(CUSTOMER NAME) CONTRACT

This Agreement dated the ____ day of _____ between (Customer Name) _____, (hereinafter referred to as "Customer") having a principal place of business at _____ and (Vendor Name) _____, (hereinafter referred to as "Vendor"), having its principal place of business at _____

Now, therefore, in consideration of the mutual covenants contained herein, the parties intend to be legally bound, hereby agree as follows:

1.0 SCOPE OF WORK

- 1.1 Customer has a requirement for a _____ (hereinafter referred to as the "Project") solution at _____ (hereinafter referred to as the "Site").
- 1.2 Customer and Vendor has jointly developed the Statement of Work (SOW) for the Project, which is part of the Agreement and Annexed hereto as Appendix A.
- 1.3 The Statement of Work shall include all work reasonably implied from the plans, specifications, and contract documents.

2.0 PERFORMANCE STANDARDS

- 2.1 Vendor hereby represents and warrants that all Project Software and Hardware provided for herein shall comply with the specifications and performance standards set forth in Appendix A.
- 2.2 The Project shall be Substantially Completed by _____. If the Project falls behind, Vendor agrees to undertake extraordinary measures to obtain timely completion. The parties agree that time is of the essence.
- 2.3 Vendor shall retain all of the Project Documents for a period of seven (7) years from date of Final Completion.

3.0 PROJECT MANAGEMENT

- 3.1 Both parties will appoint a Project Manager for the duration of the Agreement and all contact of a technical nature by either party shall be through its respective Project Manager. For Customer this will be TBD; for Vendor this will be TBD.
- 3.2 The responsibilities of Customer's Project Manager shall include:
 - 3.2.1 Close liaison and participation with Vendor at all stages of the Project.
 - 3.2.2 Ensuring Project software product and hardware provided by Vendor are acceptable to Customer.

- 3.3** The responsibilities of the Vendor Project Manager shall include:
- 3.3.1** Close liaison with Customer's Project Manager at all stages of the Project.
 - 3.3.2** Approving on behalf of Vendor any changes proposed to the Statement of Work (SOW).
 - 3.3.3** Managing all subcontract work scope required under the Contract.
 - 3.3.4** Vendor will perform its services within the confines described by the Customer and perform the services during the hours prescribed by the Customer.
 - 3.3.5** Vendor shall exercise reasonable care to prevent any conflict with other operations of Customer.
- 3.4** Any change in Project Management personnel assigned to the Project or their responsibilities shall be communicated to the other party in writing without delay.
- 3.5** Vendor's Project Manager shall provide notice whenever the work on the Project undertaken is of a sensitive nature that it could cause inconvenience or conflict with Customer's operations.
- 3.6** Vendor will be required to obtain Airport Authority identification badges for employees and vehicle access permits to provide services on the AOA. At a minimum, supervisor and/or management personnel must be badged. In addition, some of the work may require access to the Customs and Border Protection (CBP) areas which must be authorized by CBP. To obtain information about the security badging process contact the Badging Office at (517) 886-3724, or follow the link: <http://flylansing.com/airlines-security/operations-and-badging-information>

4.0 ACCEPTANCE

- 4.1** Upon completion of the installation of all Project Software and Hardware at the Site and proven workability of the Project, Customer will accept the Project, as defined in the SOW Appendix A, upon completion based upon a mutually agreed upon System Acceptance Form. This acceptance date will start the Warranty Period, as defined in Section 8.1.
- 4.2** On the 11th month after Substantial Completion, Vendor shall return to the Project site and review all systems of the Project for functionality and warranty work as needed without charge to Customer.

5.0 PRICE AND PAYMENT TERMS

- 5.1** The firm price basis for the Project Software and Hardware System is as stated in the SOW Pricing attached as Appendix B.
- 5.2** The firm price for this contract is stated in the Statement of Work attached as Appendix A. Vendor will submit to Customer a proposed "Schedule of Values" for review and approval within fourteen (14) days of award of

contract. Customer shall pay for the contract scope of work performed based upon percent completion against the approved "Schedule of Values". Vendor will invoice Customer on a monthly basis, with the percent of completion for all scheduled activities being reviewed with Customer for concurrence prior to invoice submission.

5.3 All invoices shall be sent to the following address:

Attn: _____

Unless otherwise agreed, payment shall be made within thirty (30) days following receipt of a non-disputed invoice and a sworn statement and waiver of lien or claim on bond. To dispute an invoice, Customer must provide a written notice to Vendor within ten (10) days of receipt of the invoice noting the cause of the dispute.

6.0 OWNERSHIP AND RIGHTS

The software package supplied as part of the Project Software and Hardware System is a Proprietary Product of Vendor, and shall remain the property of Vendor. Upon completion, Vendor grants to the Customer a license to use the software provided by Vendor at the Site and cannot copy or install the software at other locations without the written permission of Vendor, which will not be unreasonably withheld.

7.0 THIRD-PARTY SOFTWARE PRODUCT LICENSE

Where identified in the SOW, Appendix A, Vendor shall secure for Customer third-party software perpetual licenses at no additional cost to Customer according to the supplier's normal terms and conditions to use the Hardware supplied by Customer under the Agreement. The third-party software referred to in this clause shall include, but not necessarily be limited to, Microsoft Windows-based software.

8.0 WARRANTIES

8.1 Software

Vendor warrants that for twelve (12) months following the delivery and acceptance of each software module that all software delivered to Customer for a module: (a) shall be free from material programming errors and from defects in workmanship and materials; and (b) shall conform to the performance capabilities, characteristics, specifications, functions and other descriptions and standards applicable thereto as set forth in Appendix A. Vendor further warrants that, all services performed under this Agreement by Vendor will be performed in a timely and professional manner by qualified personnel familiar with all such software and hardware. In the event that material defects are discovered during the warranty period, Vendor shall promptly remedy such defects with minimal disruption to Customer operational requirements and at no additional expense to Customer. Any warranty work within the warranty period shall recommence the warranty period for a period of twelve (12) months from delivery and acceptance of new product or systems.

8.2 Proprietary Software

Vendor warrants that the all intellectual property, including all software licensed or provided by Vendor under this Agreement, any proprietary software, and all products, documentation and other materials required to be delivered to Customer hereunder does not infringe upon or violate any patent, copyrights, trade secret, trademark, invention, proprietary information, nondisclosure, or other rights of any third party.

8.3 Compliance With Applicable Laws

Vendor warrants that all software, hardware, proprietary software and all other products, documentation and other materials required to be delivered by Vendor under this Agreement, the development and use by Customer thereof, and the performance by Vendor of its obligations hereunder, shall be in compliance with all applicable codes, laws, licenses, rules and regulations as of the date of delivery thereof to Customer.

9.0 TERMINATION

9.1 Default

Either party has the right to terminate this Agreement if the other party materially breaches or is in material default of any obligation hereunder which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) calendar days after receipt of written notice of such default or breach (or such additional period as the non-defaulting party may authorize).

9.2 Acts of Insolvency

This Agreement will automatically terminate if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or has been wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs, the insolvent party shall immediately notify the other party of its occurrence.

9.3 Termination for Convenience

Customer may, at any time, terminate the Contract in whole or in part for the Customer's convenience and without cause. Upon written notice from Customer, Vendor shall cease all operations and place no further orders except as specifically in writing directed by Customer; and shall complete the performance of the work not terminated. Upon such termination, Vendor shall recover as its sole remedy payment for the work properly performed prior to the effective date of termination and waives and forfeits all other claims for payment and damages including, without limitation, anticipated profits.

10.0 EXEMPTION FROM LIABILITY

10.1 Both Vendor and Customer shall be exempt from liability in respect of any failure to perform or delay in performance of its obligations under this Agreement arising from any of the following causes:

10.1.1 Labor disputes involving complete or partial stoppage of work, restrictive practices, strikes threatened or actual.

10.1.2 Force Majeure or any other cause reasonably beyond the control of either party hereto including, but not limited to, Governmental interference, direction, or restriction, supervening illegality, war, civil commotion or fire.

10.2 Notwithstanding the above both parties agree that any delay shall not be deemed to be an excusable delay within the provisions of Section 10.1 herein unless prompt notice is given to the other party in writing and the delay is not the result of the fault of the requesting party.

11.0 CONSEQUENTIAL DAMAGES

In no event shall either of the parties hereto be liable to the other for payment of any consequential damages resulting from the default in the performance of their respective obligations under this Agreement. However, the provisions of this Section shall not apply in any way to Vendor's obligations to indemnify any Indemnified Party pursuant to Section 14 hereof and for any events covered by insurance, or the result of gross negligence, or the result of an intentional act. All other consequential damages shall be limited to the amount of Vendor's contract.

12.0 INSURANCE

12.1 Vendor shall maintain in effect at all times during the term hereof insurance in amounts and with coverages acceptable to Customer, in its sole discretion, (including, inter alia, workers' compensation, public liability, general broad form liability, umbrella liability, and professional liability coverage, product liability, property damage and automobile liability insurance) against all losses, claims, demands, proceedings, damages, costs, charges and expenses for injuries or damage to any person or property arising out of or in connection with this Agreement which are the result of the fault or negligence of Vendor its agents and subcontractors jointly or severally. Customer shall be named as an additional loss payee on all policies and coverages, except workers compensation and professional negligence. See Appendix C for insurance coverages and amounts.

12.2 Customer and Vendor will mutually work to obtain builder's risk insurance (location floater) to obtain the best premium to protect Customer's property in the event of an occurrence which harms the Project. Customer shall be responsible for the premium for such policy if Customer and Vendor mutually agree that a builder's risk policy is needed.

13.0 INDEMNIFICATION

13.1 Vendor does hereby indemnify and shall hold harmless (including reasonable attorneys' fees and expert witness fees) Customer, its officers, agents, and employees (hereinafter referred to individually as "Indemnified Party") against all liability, damages, claims, losses, expenses, lawsuits, arbitration, government claims, regardless of legal theory by whomsoever brought (other than negligence, liability, or the fault of the Indemnified Party) arising from or in connection with the performance or lack of performance under this Agreement or breach of contract to the extent arising out of, or caused by, or contributed to directly or indirectly by Vendor's breach of contract, negligent act, error, omission, or willful misconduct; or related to any violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the performance of the services or provision of hardware or software under this Agreement. Vendor's obligation to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason. Any claims under this indemnification paragraph are not dependent on third party claims but may be made directly by Customer for those indemnified matters stated hereinabove. Customer shall promptly notify Vendor of any claim and Vendor may, at its option, conduct the defense in any such action arising as described herein and Customer promises to fully co-operate with such defense.

13.2 Claims against any person or entity indemnified by an employee Vendor or any of its subcontractors, professionals, or agents, anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification shall not be limited by a limitation on the amount of damages, compensation or benefits payable by workers' compensation, disability benefit or other employee benefits.

14.0 RIGHT TO DEFEND IN ACTIONS

Vendor agrees to notify Customer immediately upon the commencement of any action brought against Vendor whose outcome may affect the rights of Customer herein granted and Customer shall have the right, at its own expense, to participate in the defense of such actions.

15.0 CONFIDENTIAL AND PROPRIETARY INFORMATION; PUBLICITY

15.1 Proprietary Information

15.1.1 "Confidential Information" means: (a) information of a Party in all forms which has economic value, actual or potential, from not being generally known and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (b) other information that is provided to or obtained by a Party and that is valuable to the other Party and not generally known by the public. Additionally, Confidential Information will include any information that is identified as confidential at the time of disclosure or is information the receiving party should reasonably understand to be confidential. Confidential Information will not include information if and only to the extent that the recipient establishes that the information: (i) is or becomes a

part of the public domain through no act or omission of the recipient; (ii) was in the recipient's lawful possession prior to the disclosure and had not been obtained by the recipient either directly or indirectly from the disclosing party; (iii) was lawfully disclosed to the recipient by a third party without restriction on disclosure; (iv) was independently developed by the recipient; or (v) was disclosed by the recipient pursuant to a requirement of a governmental agency or by operation of law, provided that the recipient will disclose only that part of the Confidential Information which it is required to disclose and will notify the owner prior to such disclosure.

15.1.2 Each party will hold in confidence and, without the consent of the other party, will not use for purposes unrelated to this Agreement, reproduce, distribute, transmit, or disclose, directly or indirectly, the Confidential Information of the other party. The recipient of Confidential Information may only disclose the Confidential Information to its employees or third-party contractors that: (i) have a need to know the information for the implementation of this Agreement, and (ii) are bound by confidentiality obligations at least as protective of the Confidential Information as those set forth in this Agreement.

15.2 Publicity

Neither party shall use the name of the other in publicity releases or advertising, or for other promotional purposes, without securing the prior written approval of the other party hereto.

16.0 ASSIGNMENT

Neither party shall assign or subcontract this Agreement without the other party's written consent; Customer shall remain the guarantor of and be primarily liable for any obligations, financial or otherwise, arising from this Agreement.

17.0 APPLICABLE LAW

This Agreement shall be governed by the laws of Michigan, without regard to conflicts of laws principles and venue shall only be in Ingham County.

18.0 INSTRUCTIONS

During the term of this Agreement, Vendor will be responsible for ensuring that its agents and employees will, whenever on Customer premises, obey all reasonable instructions and directions issued by the agents and employees of Customer.

19.0 CUMULATION OF REMEDIES

All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

20.0 NEGOTIATION AND LITIGATION

20.1 Any dispute between the Parties will be first submitted to their respective Executive with authority to resolve the matter. In the event the matter is not resolved, it will then be submitted to mediation pursuant to the American Arbitration Association Mediation Rules. In the event that the dispute is not resolved at mediation, the Parties may proceed to litigation, except when arbitration is selected by the Customer as stated below.

20.2 Option to Arbitrate. At Customer's sole and exclusive option, for which separate consideration is acknowledged as received, any and all disputes between the Parties will be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In Customer's sole discretion, it may require one or three arbitrators to be the arbitration panel. The costs of such arbitration will be paid equally by the Parties and each Party will be responsible for its own attorneys' fees, costs and expenses, except as otherwise provided below. The determination of the arbitrator or arbitrators shall be final and binding. The arbitration award may be entered as a final judgment in any court having appropriate jurisdiction. The arbitration will be held in the metropolitan Lansing, Michigan area. Any dispute as to whether a controversy or claim is subject to arbitration must be submitted as part of the arbitration proceeding. Legal costs, actual attorneys' fees, and the fees of expert witnesses may be assessed against any person found to have acted in bad faith.

21.0 MAINTENANCE

Operational Support (Maintenance) of the proprietary software and/or hardware shall be available for the operational life of product. Such maintenance will be the subject of a separate Services Agreement between Vendor and Customer.

22.0 CHANGES

Terms and conditions of this Agreement may be amended from time to time by mutually agreed Change Orders. Such Change Orders shall only take effect when formally agreed by the respective Project Managers and upon signature by duly authorized representatives of Customer and Vendor.

23.0 WAIVER

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

24.0 INDEPENDENT CONTRACTOR

It is expressly understood that Vendor and Customer are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing, signed by both parties hereto.

25.0 NOTICES

Any notice or other communication hereunder shall be in writing and sent to the principal address of the party as set forth in the Agreement.

26.0 INTERPRETATION

This Agreement shall be considered mutually drafted in the event that the language is ambiguous, provided however that any language provided by Vendor regarding specifications or other matters of a technical nature shall be construed against Vendor in favor of Customer, and provided that any conflicts of the language shall be construed in favor of the Customer and shall require the best quality and the higher quantity where applicable.

27.0 MISCELLANEOUS REQUIREMENTS

Vendor is required to comply with the additional requirements as outlined on Appendix D.

28.0 ACKNOWLEDGEMENT

28.1 By executing the Agreement, Vendor confirms that the contract specifications will perform to the required performance standards and that the contract time is reasonable for the time period to complete the Project.

28.2 Vendor must complete an Anti-Terrorism Certificate attached at Appendix E stating that it is not an Iran-linked business.

(signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

For and on behalf of:

For and on behalf of:

(Name)

Title: (Insert)

Date: _____

(Name)

Title: (Insert)

Date: _____

APPENDIX A
STATEMENT OF WORK (SOW)

(insert)

APPENDIX B
STATEMENT OF WORK (SOW) PRICING

(insert)

APPENDIX C

INSURANCE COVERAGES AND AMOUNTS

The required limits of liability for insurance coverages shall not be less than specified herein unless specified otherwise on the "Special Conditions".

Worker's Compensation	Statutory
Employer's Liability.....	\$500,000
Commercial General Liability	
Bodily Injury - each occurrence	\$2,000,000
Bodily Injury - aggregate.....	\$2,000,000
Property Damage - each occurrence.....	\$2,000,000
Property Damage - aggregate	\$2,000,000
or combined single limit per occurrence.....	\$2,000,000
Comprehensive Automobile Liability	
Bodily Injury.....	\$1,000,000
Property Damage	\$1,000,000
or combined single limit per occurrence.....	\$1,000,000
Umbrella - each occurrence.....	\$1,000,000
Umbrella - aggregate	\$5,000,000
Builder's Risk (Location Floater).....	Project Amount
Professional Liability	\$1,000,000

APPENDIX D

MISCELLANEOUS REQUIREMENTS

- A. Changes.** Vendor shall provide written notice to Customer within five (5) calendar days of a material change in its operation, ownership or financial condition. Material changes include, but are not limited to:
1. Reduction or change in staffing assigned to the Agreement.
 2. Decrease in, or cancellation of, insurance coverage.
 3. Delinquent payment, or nonpayment, of tax obligations.
 4. Delinquent payment, or nonpayment, of payroll obligations.
 5. Delinquent funding, or non-funding, of pension or profit-sharing plans.
 6. Delinquent payment, or nonpayment, of subconsultants.
 7. Termination of, or changes in, subconsultants.
 8. Transfer, sale, assignment or delegation to an entity other than the Vendor, of ownership or administrative services.
- B. Conflicts.** During the term of this Agreement, Vendor shall not represent, advise, give advice to or otherwise consult with any person, company, partnership or other entity with respect to any matters relating to the business of Customer, when such matter may involve an actual or potential conflict of interest between Vendor and Customer, unless an officer of Customer has consented in writing to such representation, advise or consultation. By execution of this Agreement, Vendor is representing that no such conflict presently exists.
- C. Conflicts of Interest.** By execution of this Agreement, Vendor certifies that there is no kinship directly or through marriage between the officers and principle beneficiaries of Vendor and any Customer employee or officer or Board member who may exercise any discretion over the letting, implementation, enforcement or performance review of this Agreement.
- D. Non-Procurement Debarment and Suspension.** Vendor shall be subject to the Title 49, Part 29 of the Federal Code of Regulations, Government wide Debarment and Suspension (non-procurement) and Government wide Requirements for Drug-Free Workplace (grants), being 49 C.F.R. Part 29. Vendor's execution of this Agreement constitutes its Certification of "Status" in respect to said regulation, and by so certifying, Vendor, under penalty of perjury under the laws of the United States, certifies that, Vendor or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal Funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by and federal agency;

2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
3. Does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it/them) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

E. State Employment Non-Discrimination Requirements In accordance with Michigan 1976 Public Act 453 and 1976 Public Act 220, Vendor covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position and to require a similar covenant on the part of any subcontractor employed in the performance of this Agreement. Breach of this covenant may be regarded as a material breach of this Agreement.

F. Safety Requirements

- A. Vendor and its subconsultants must be knowledgeable and trained in the safety and health disciplines necessary to identify, avoid, reduce and/or mitigate disturbing hazards and unsafe conditions in their work place. The implementation of site safety of Vendor's work is the responsibility of Vendor.
- B. Vendor shall be responsible for identification of hazards, implementation and enforcement of safe work practices for Vendor's and its subconsultants' employees in their work place and on site for on-site work.
- C. Vendor and its subconsultant(s) shall comply with all state, federal, and local laws and regulations as it applies to work performed by Vendor and its subconsultants, including without limitation:
 1. Safety and Health Regulations for Construction (Title 29CFR 1926 and 1910).
 2. Walsh-Healy Public Contracts Act 9, Title 41 CFR Part 50-2-3 and the included rules and regulations contained in the Occupations Safety and Health Standards, National Consensus.
 3. Standards, and Established Federal Standards (Title 20 CFR, Chapter 5).
 4. Michigan Occupational Safety and Health Acts.
- D. Vendor will be solely and completely responsible for its contracted services, including safety of all its persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.

- E. Vendor and subconsultants performing work onsite, where hazard exposure exists, must wear personal protective equipment in conformance with 29 CFR 1926.28, MIOSHA Part 6, and all other applicable laws, regulations, and codes. All employees must wear approved hard hats, hard-soled safety shoes, long pants, and shirts with sleeves.
- F. Vendor and its subconsultants shall develop an emergency action plan for their employees for onsite work. This plan shall include medical, fire protection and weather emergencies. All medical or fire related emergencies shall be immediately reported by Vendor to Customer.
- G. Vendor and its subconsultants shall develop a confined space entry procedure in conformance with MIOSHA R408.10016, and provide a copy of such procedure to Customer. Testing of the existing atmosphere for excess or deficient oxygen and other gases is required.
- H. Vendor's employees and subconsultants performing work at a construction site controlled by Customer must adhere to the site safety rules established by the Customer.

Vendor's compliance with this Section is a continuing obligation during the term of this Agreement.

Vendor shall promptly report, in writing, to the Chief Executive Officer, or his designee, all accidents or occurrences which arise out of, or in connection with, its operations hereunder whether or not resulting in death or injury to persons or damage to property, setting forth such details thereof as the Chief Executive Officer, or his designee, may desire. In addition, if death or serious injury or serious damage is caused, such occurrence shall be immediately reported by telephone to one of the aforesaid representatives of Customer.

In the event any claim is made by any persons against Vendor arising out of any such accident or occurrence, Vendor shall promptly report such claim in writing to Customer. In addition, Vendor shall promptly furnish to the Chief Executive Officer, or his designee, copies of all reports given to Vendor's insurance carrier.

APPENDIX E

ANTI-TERRORISM CERTIFICATE

The undersigned hereby certifies that it is not an Iran-linked business. I certify I have the requisite knowledge of the undersigned entity to make this certification under penalties of perjury. I understand that in the event the certification is found to be false it may be grounds for termination or rejection or any bid, proposal or contract.

The provisions as stated above are only effective if Iran is a state sponsor of terror as defined under Section 2 of the Divestment From Terror Act 2008 PA 234, MCL 129.292.

Dated: _____

On this ____ day of _____, 20____, before me came _____ who, being duly sworn, deposes and says that s/he has read the foregoing, the same is true of his/her knowledge, information and belief.

Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting _____ County