

REQUEST FOR PROPOSALS

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

DEFENSE INDUSTRY GROWTH AREA GRANTS

RFP-CASE-242674

REMINDER

Please check your proposal to make sure you have included all of the specifications in the Request for Proposals. In addition, please submit an electronic version of each of the following:

- Proposal (Section II-A);
- Conflicts of Interest Disclosure (if applicable) (Section III-G).

APPLICANTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: *“RFP-CASE-242674 Proposal”* and with *Company Name*, and *“message 1 of 3”* as appropriate if the bid consists of multiple emails.

The Michigan Economic Development Corporation (the “MEDC”) will not respond to telephone inquiries, or visitation by Applicants or their representatives. Applicant’s sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.

Contracts & Procurement Services
Michigan Economic Development Corporation
300 North Washington Square, 3rd Floor
Lansing, Michigan 48913
contractsandgrants@michigan.org

IMPORTANT DUE DATES

- **July 18, 2018, at 3:00 p.m.:** Questions from potential Applicants are due via email to contractsandgrants@michigan.org. Please note: The MEDC will not respond to questions that are not received by the above date and time. In addition, questions that are phoned, faxed or sent through regular mail will not be accepted.
- **July 23, 2018, by close of business:** Responses to all qualifying questions will be posted on the MEDC’s website, www.michiganbusiness.org/rfp-242674.
- **August 2, 2018, at 3:00 p.m.:** Electronic versions sent of your Proposal due to the MEDC via email to contractsandgrants@michigan.org. **Proposals will not be accepted via U.S. Mail or any other delivery method.**

Table of Contents

Section I –Work Statement.....	2
A – Purpose	2
B – Background Statement and Objectives	2
C – Qualifications	2
D – Deliverables.....	4
Section II – Proposal Format.....	6
A – Proposal	6
B – Proposal Submittal.....	7
Section III – RFP Process and Terms and Conditions.....	8
A – Pre-Bid Meeting/Questions	8
B – Proposals.....	8
C – Economy of Preparation	8
D – Selection Criteria	8
E – Applicants Costs	9
F – Taxes	9
G – Conflict of Interest.....	10
H – Breach of Contract.....	10
I – Disclosure of Litigation	10
J – False Information.....	11
K – Disclosure	11
N –Clarification/Changes in the RFP	12
O – Electronic Receipt.....	12
P --Reservation of MEDC Discretion	12
Q – Jurisdiction	12
R - Additional Clarification	13
Section IV – Contractual Terms and Conditions.....	14
A – Contract Terms and Conditions.....	14
B – Contractor Responsibilities	14
C – Acceptance of Proposal Content.....	14
D – Project Control and Reports.....	15
Attachment A – Grant Agreement	A-1
Attachment B – Grant Agreement with Federal Requirements.....	B-1

REQUEST FOR PROPOSAL

DEFENSE INDUSTRY GROWTH AREA GRANTS

RFP-CASE-242674

This Request for Proposals (the “RFP”) is issued by the Michigan Economic Development Corporation (the “MEDC”), Contracts and Procurement Services unit (the “C&P”). C&P is the sole point of contact with regard to all bidding and contractual matters relating to the services described in this RFP. C&P is the only office authorized to change, modify, amend, alter, clarify, etc. the specifications, terms and conditions of this RFP and any contract(s) awarded as a result of this RFP (the “Contract”). C&P will remain the SOLE POINT OF CONTACT throughout the bidding process. ***The MEDC will not respond to telephone inquiries, or visitation by Applicants or their representatives. Applicant’s sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.***

Contracts & Procurement Services
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
contractsandgrants@michigan.org

SECTION I STATEMENT OF WORK

A) PURPOSE

The Michigan Economic Development Corporation's (MEDC) Michigan Defense Center (MDC) is seeking proposals from local economic development organizations (LEDOs) within Prosperity Regions 3, 4, 5, 8 as well as the 13 County Advance Michigan Defense Collaborative Department of Defense (DOD) Office of Economic Adjustment service region of Clinton, Eaton, Genesee, Ingham, Lapeer, Livingston, Macomb, Monroe, Oakland, Shiawassee, St. Clair, Washtenaw, and Wayne Counties to assist the MEDC/MDC in expanding and growing key defense and homeland security industry growth sectors within Michigan, including 3D printing, aerospace, advanced manufacturing, autonomous aerial systems, autonomous ground systems, cybersecurity and robotics.

B) BACKGROUND STATEMENT AND OBJECTIVES

Background:

The MDC's Protect & Grow initiative is a proactive strategy to help grow the defense industry. Through the Protect and Grow initiative, the MDC is coordinating the development and execution of a statewide strategy and objectives to support Michigan's current military missions and furthermore seeks growth opportunities in key defense and homeland security industries and sectors.

As a part of this initiative, a defense industry analysis was conducted to identify key defense and homeland security sectors which offer significant growth opportunities for Michigan, and as a result of that analysis the identified sectors include 3D printing, aerospace, advanced manufacturing, autonomous aerial systems, autonomous ground systems, cybersecurity and robotics. It is the MEDC/MDC's intent to identify and make grant awards to multiple LEDOs that will be able to develop and execute activities focused on growing these sectors within Michigan.

Objectives:

1. Assess the current ecosystem as it pertains to the identified defense and homeland security sectors (as mentioned above) and identify ways to enhance and/or grow the ecosystem throughout Michigan.
2. Increase the number of jobs, business opportunities, business growth and new business within the identified defense and homeland security sectors (as mentioned above) throughout Michigan.
3. Become regional strategic partner organization for Michigan's Defense Industry.

C) QUALIFICATIONS

The MEDC/MDC is seeking proposals from LEDOs within the regions stated in Section A which for the purposes of this RFP shall be defined as any Michigan-based non-profit entity or Michigan-based governmental entity that is currently engaged in and has prior experience with economic development activities, to include (but not limited to) cities, townships, counties, communities, chambers of commerce or other regional economic development entities within these regions.

Due to federal grant funding source requirements specific to the Advance Michigan

Defense Collaborative Department of Defense (DOD) Office of Economic Adjustment (OEA) region, below are criteria designated for respondents within Prosperity Regions 3, 4, 5, 8 (outside of the DOD grant region) as well as criteria for respondents within the 13 County Advance Michigan Defense Collaborative DOD-OEA) service region of Clinton, Eaton, Genesee, Ingham, Lapeer, Livingston, Macomb, Monroe, Oakland, Shiawassee, St. Clair, Washtenaw, and Wayne. **Based on the respondent's location within these regions, the respondent should select and utilize the appropriate criteria below:**

Successful respondents within Prosperity Regions 3, 4, 5, and 8 will be able to:

- State and describe the defense or homeland security sector(s) the respondent proposes to assess and grow, specifically citing the current state of the sector(s) and the desired state of the sector(s) as an outcome of activities performed under this grant
 - Note that respondents are to select one or more of the identified sectors as previously listed: **3D printing, aerospace, advanced manufacturing, autonomous aerial systems, autonomous ground systems, cybersecurity and robotics.**
- State and describe the geographic region within Prosperity Regions 3, 5, and/or 8 in which industry growth services will be provided
- Describe how the respondent proposes to assess and grow the selected sector(s), detailing:
 - Proposed metrics (job creation, business growth, new business, etc.) and how proposed metrics will be measured
 - Proposed sector assessment methodology
 - Proposed data collection methodology and if/how that data will be shared
 - Current programs and/or activities that the respondent is currently engaged with which this grant will augment, if any, and how this grant will augment said programs and/or activities
 - Match funding to be leveraged, if any
- Provide a quarterly timeline of proposed deliverables and grant milestones for each 3-month quarter for an expected grant base period of performance of 12 months starting 9/30/2018 and ending 9/30/19, with three (3) one-year options. Note that proposed option year(s) may or may not be exercised.
- Demonstrate prior experience with economic development activities
- Demonstrate prior experience engaging with and/or assisting businesses in one or more of the identified defense and homeland security sectors

Successful respondents within the 13 County Advance Michigan Defense Collaborative DOD-OEA Office of Economic Adjustment service region of Clinton, Eaton, Genesee, Ingham, Lapeer, Livingston, Macomb, Monroe, Oakland, Shiawassee, St. Clair, Washtenaw, and Wayne Counties will be able to:

- State and describe the defense or homeland security sector(s) the respondent proposes to assess and grow, specifically citing the current state of the sector(s) and the desired state of the sector(s) as an outcome of activities performed under this grant
 - Note that respondents are to select one or more of the identified sectors as previously listed: **3D printing, aerospace, advanced manufacturing,**

autonomous aerial systems, autonomous ground systems, cybersecurity and robotics.

- State and describe the geographic region within Michigan in which industry growth services will be provided.
 - Note that respondents may only propose a geographic region within the 13 County Advance Michigan Defense Collaborative DOD-OEA service region of Clinton, Eaton, Genesee, Ingham, Lapeer, Livingston, Macomb, Monroe, Oakland, Shiawassee, St. Clair, Washtenaw, and Wayne Counties.
- Describe how the respondent proposes to assess and grow the selected sector(s), detailing:
 - Proposed metrics (job creation, business growth, new business, etc.) and how proposed metrics will be measured
 - Proposed sector assessment methodology
 - Proposed data collection methodology and if/how that data will be shared
 - Match funding to be leveraged, if any(Note that activities proposed must be a new project separate from any current programs/activities that respondent is currently engaged with as this grant cannot augment or support existing programs/activities.)
- Provide a monthly timeline of proposed deliverables and grant milestones for an expected grant period of performance of 10 months, starting 9/30/2018 and ending 7/22/2019. (Note that option years will not be exercised.)
- Demonstrate prior experience with economic development activities
- Demonstrate prior experience engaging with and/or assisting businesses in one or more of the identified defense and homeland security sectors
- Please note that respondents within this region should not include activities related to recruiting/ poaching of businesses or workers from other regions or states, per grant regulations.

D) DELIVERABLES

As proposed projects resultant of this RFP may vary, respondents shall provide, in detail, proposed deliverables and quarterly or monthly timeline of delivery (see deliverables timeline requirements listed above in Section C) based on their respective proposals. Note that deliverables must be directly linked to job creation and business growth within the respondent's selected defense and homeland security sector(s) within the respondent's proposed service region. At the conclusion of awarded projects, in addition to deliverables proposed by respondents, deliverables will include a final report of activities, action plans, and sustainability plan for the project.

Additional Information:

Successful respondents will provide a Program Manager to work as the primary point of contact with the MEDC, their Contractors and additional stakeholders. As a part of its project management duties, the Program Manager will conduct informational and status meetings. Such meetings may include the Program Management Team, the MEDC, other consultants, elected officials, and other stakeholders as designed by the MEDC/MDC. The Program Manager will work directly with the MEDC and their Contractors and related stakeholders to define, manage, and control the project scope, timeline, issue escalation and resolution processes. The MEDC will require detailed status reports, as defined by the MEDC, and will reserve the option of changing that requirement dependent upon which phase the project is in. In addition, the Program Manager will create and routinely

update the project plan to reflect changes in the nature and timing of project activities with all changes being subject to MEDC approval.

SECTION II PROPOSAL FORMAT

To be considered, each Applicant must submit a COMPLETE proposal in response to this RFP using the format specified. Applicant's proposal must be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required in the RFP or considered by the Applicant to be essential to a complete understanding of the proposal. Each section of the proposal should be clearly identified with appropriate headings:

A) PROPOSAL

1. Business Organization and History – State the full name, address, and phone and facsimile number of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. If appropriate, the proposal must state whether the organization is licensed to operate in the State of Michigan.
2. Statement of the Problem – State in succinct terms your understanding of the problem(s) presented by this RFP.
3. Narrative – Include a narrative summary description of the proposed effort and of the services(s)/products(s) that will be delivered.
4. Technical Work Plans – Provide a detailed research outline and timelines for accomplishing the work.
5. Prior Experience – Describe the prior experience of your organization which you consider relevant to the successful accomplishment of the project defined in this RFP. Include sufficient detail to demonstrate the relevance of such experience. Proposals submitted should include, in this Section, descriptions of qualifying experience to include project descriptions, costs, and starting and completion dates of projects successfully completed; also include the name, address, and phone number of the responsible official of the client organization who may be contacted.

The MEDC may evaluate the Applicant's prior performance with the MEDC, and prior performance information may be a factor in the award decision.

6. Project Staffing – The Applicant must be able to staff a project team which possesses talent and expertise in the field of the requirements of this RFP. Identify a Project Manager and staff assigned by name and title. Include biographies, experience and any other appropriate information regarding the work team's qualification for this initiative. Indicate staff turnover rates. Show where the project team will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the work. Indicate the amount of dedicated management time for the Applicant's Project Manager and other key individuals. Do not include any financials for the contemplated work within the Proposal. Resumes of qualifications should be supplied for proposed project personnel.

Please Note: The MEDC further reserves the right to interview the key personnel assigned by the Contractor to this project and to recommend reassignment of personnel deemed unsatisfactory.

7. Subcontractors – List here all subcontractors that will be engaged to accomplish the project described in this RFP; include firm name and address, contact person and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities. Also, the information provided in response to A-5, above, should include detailed information about each potential subcontractor.
8. Applicant's Authorized Expediter – Include the name and telephone number of person(s) in your organization authorized to expedite any proposed contract with the MEDC.
9. Additional Information and Comments – Include any other information that is believed to be pertinent, but not specifically asked for elsewhere.
10. **Budget** – Include a Grant Budget for proposed Grant Activities.

B) PROPOSAL SUBMITTAL

Submit your Proposal MEDC via email to contractsandgrants@michigan.org not later than **3:00 p.m. on August 2, 2018**. The MEDC has no obligation to consider any proposal that is not timely received. **Proposals will not be accepted via U.S. Mail or any other delivery method.**

APPLICANTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: *"RFP-CASE-242674 Proposal"* with *Company Name*, and *"message 1 of 3"* as appropriate if the bid consists of multiple emails.

SECTION III RFP PROCESS AND TERMS AND CONDITIONS

A) **PRE-BID MEETING/QUESTIONS**

A pre-bid meeting will not be held. Questions from Applicants concerning the specifications in this RFP must be received via e-mail no later than **3:00 p.m. on July 18, 2018**. Questions must be submitted to:

Contracts & Procurement Services
contractsandgrants@michigan.org

B) **PROPOSALS**

To be considered, Applicants must submit a complete response to this RFP, using the format provided in Section II of this RFP, by **3:00 p.m. on August 2, 2018**. No other distribution of proposals is to be made by the Applicant.

The Proposal must be **signed physically or electronically** by an official of the Applicant authorized to bind the Applicant to its provisions.

C) **ECONOMY OF PREPARATION**

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Applicant's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

D) **SELECTION CRITERIA**

Responses to this RFP will be evaluated based upon a three-step selection process. The proposal must address the requirements described in Section II of this RFP.

The first step is an evaluation of which proposals satisfactorily meet the requirements of this RFP as stated in Section II.

1) **Step I – Initial evaluation for compliance**

- a) *Proposal Content* – Contracts & Procurement Services will screen the proposals for technical compliance to include but not be limited to:
- Timely submission of the proposal.
 - Proposal signed physically or electronically by an official of the Applicant authorized to bind the Applicant to its provisions.
 - Proposals satisfies the form and content requirements of this RFP.

2) **Step II – Criteria for Satisfactory Proposals**

- a.) During the second step of the selection process, proposals will be considered by a Joint Evaluation Committee (the "JEC") comprised of individuals selected by the MEDC. Only those proposals that satisfy the requirements described in this

RFP, as determined in the sole discretion of the JEC, will be considered for evaluation in Step II. The JEC reserves the right to request additional information from any Applicant.

- b.) *Competence, Experience and Staffing Capacity* – The proposal should indicate the ability of the Applicant to meet the requirements of this RFP, especially the time constraints, quality, and recent projects similar to that described in this RFP. The proposal should indicate the competence of the personnel whom the Applicant intends to assign to the project, including education and experience, with particular reference to experience on projects similar to that described in this RFP and qualifications of Applicant's Project Manager and the Project Manager's dedicated management time, as well as that of other key personnel working on this project.

		<u>Weight</u>
1.	Ability to Demonstrate Understanding of Selected Industry Growth Sector(s)	15
2.	Ability to Demonstrate Understanding of Current Status of Selected Defense Industry Growth Sector(s) Within Proposed Service Region	10
3.	Deliverables, Metrics and Definition of Success	15
4.	Applicant Information	10
5.	Prior Economic Development Experience	25
	Staffing/Team	15
	Ability to Leverage Match Funding	10
	TOTAL	100

- c.) During the JEC's review, Applicants may be required to make oral presentations of their proposals to the JEC. These presentations provide an opportunity for the Applicants to clarify the proposals. The MEDC will schedule these presentations, if required by the JEC.
- d.) Only those proposals receiving a score of **70 points or more** in the proposal evaluation will have their pricing evaluated to be considered for award.

E) APPLICANTS COSTS

The MEDC is not liable for any costs incurred by any Applicant prior to signing of the Contract by all parties.

F) TAXES

The MEDC may refuse to award a contract to any Applicant who has failed to pay any applicable taxes or if the Applicant has an outstanding debt to the State of Michigan or the MEDC.

Except as otherwise disclosed in an exhibit to the Proposal, Applicant certifies that all applicable taxes are paid as of the date the Applicant's Proposal was submitted to the MEDC and the Applicant owes no outstanding debt to the State of Michigan or the MEDC.

G) CONFLICT OF INTEREST

The Applicant must disclose, in an exhibit to the proposal, any possible conflicts of interest that may result from the award of the Contract or the services provided under the Contract.

Except as otherwise disclosed in the proposal, the Applicant affirms that to the best of its knowledge there exists no actual or potential conflict between the Applicant, the Applicant's project manager(s) or its family's business or financial interests ("Interests") and the services provided under the Contract. In the event of any change in either Interests or the services provided under the Contract, the Applicant will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change and agrees that all conflicts shall be resolved to the MEDC's satisfaction or the Applicant may be disqualified from consideration under this RFP. As used in this Section, "conflict of interest" shall include, but not be limited to, the following:

- 1) Giving or offering a gratuity, kickback, money, gift, or anything of value to a MEDC official, officer, or employee with the intent of receiving a contract from the MEDC or favorable treatment under a contract;
- 2) Having or acquiring at any point during the RFP process or during the term of the Contract, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with Applicant's performance of its duties and responsibilities to the MEDC under the Contract or otherwise create the appearance of impropriety with respect to the award or performance of the Contract; or
- 3) Currently in possession of or accepting during the RFP process or the term of the Contract anything of value based on an understanding that the actions of the Applicant or its affiliates or Interests on behalf of the MEDC will be influenced.

H) BREACH OF CONTRACT

Except as otherwise disclosed in an exhibit to Applicant's proposal, Applicant is not in material default or breach of any contract or agreement that it may have with the State of Michigan or any of its departments, commissions, boards or agencies, or any other public body in the State of Michigan. Further, Applicant represents and warrants that it has not been a party to any contract with the State of Michigan or any public body that was terminated within the previous five (5) years because the Applicant failed to perform or otherwise breached an obligation of such contract.

I) DISCLOSURE OF LITIGATION

Except as otherwise disclosed in an exhibit to Applicant's proposal, there is no criminal litigation, investigations or proceedings involving the Applicant (and each subcontractor, if subcontractors will be used to provide the goods/services requested under this RFP) or any of the Applicant's officers or directors or any litigation or proceedings under the Sarbanes-Oxley Act. In addition, Applicants must disclose in the exhibit requested under this Section of the RFP any civil

litigation, arbitration or proceeding to which the Applicant (or, to the extent Applicant is aware, any subcontractor) is a party and which involves: (1) disputes that might reasonably be expected to adversely affect the viability or financial stability of the Applicant (or subcontractor); or (2) a claim or written allegation of fraud or breach of contract against Applicant (or, to the extent Applicant is aware, subcontractor), by a governmental or public entity arising out of their business dealings with governmental or public entities. Details of any settlements which Applicant is prevented from disclosing under the terms of the settlement may be annotated as such.

J) FALSE INFORMATION

If the MEDC determines that a Applicant purposefully or willfully submitted false information in response to this RFP, the Applicant will not be considered for an award and any resulting Contract that may have been executed may be terminated.

K) DISCLOSURE

All Applicants should be aware that proposals submitted to the MEDC in response to this RFP may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the Freedom of Information Act ("FOIA"). Accordingly, confidential information should be excluded from Applicants' proposals. Applicants, however, are encouraged to provide sufficient information to enable the MEDC to determine the Applicant's qualifications and to understand or identify areas where confidential information exists and could be provided. The FOIA also provides for the complete disclosure of the Contract and any attachments or exhibits thereto.

L) CLARIFICATION/CHANGES IN THE RFP

Changes made to the RFP as the result of responses made to qualifying questions or concerns will be posted on www.michiganbusiness.org/rfp-242674. Applicants are encouraged to regularly check this site for changes or other information related to the RFP.

M) ELECTRONIC RECEIPT

AN ELECTRONIC VERSION OF YOUR PROPOSAL MUST BE RECEIVED AND TIME-STAMPED BY THE MEDC TO contractsandgrants@michigan.org, ON OR BEFORE **3:00 p.m. on August 2, 2018**. Applicants are responsible for timely submission of their proposal. THE MEDC HAS NO OBLIGATION TO CONSIDER ANY PROPOSAL THAT IS NOT RECEIVED BY THE APPOINTED TIME.

N) RESERVATION OF MEDC DISCRETION

Notwithstanding any other statement in this RFP, the MEDC reserves the right to:

- 1) reject any and all proposals;
- 2) waive any errors or irregularities in the bidding process or in any proposal;
- 3) rebid the project;
- 4) negotiate with any Applicant for a reduced award amount, or for an increased award amount to include any alternates that the Applicant may propose;
- 5) reduce the scope of the project, and rebid or negotiate with any Applicant regarding the revised project; or
- 6) defer or abandon the project.

The MEDC's decision is final and not subject to appeal. Any attempt by an applicant, collaborating entity, or other party of interest to the project to influence the awards process, to appeal, and/or take any action, including, but not limited to, legal action, regarding the proposal or awards process in general may result in the applicant's disqualification and elimination from the award process.

O) JURISDICTION

In the event that there are conflicts concerning this RFP that proceed to court, jurisdiction will be in a Michigan court of law. Nothing in this RFP shall be construed to limit the rights and remedies of the MEDC that are otherwise available.

R) ADDITIONAL CERTIFICATION

Pursuant to Public Act 517 of 2012, an Iran linked business is not eligible to submit a bid on a request for proposal, with a public entity.

Applicants must include the following certification in the proposal:

“Applicant certifies that it is not an Iran-linked business as defined in MCL 129.312.”

Failure to submit this certification will result in disqualification from consideration.

SECTION IV CONTRACTUAL TERMS AND CONDITIONS

A) CONTRACT TERMS AND CONDITIONS

- 1) The Contract – The proposal selected will be subject to the terms and conditions of the MEDC's Grant Agreement in substantially the same form as Attachment A (the "Contract"). The MEDC reserves the right to modify any portion of the Contracts. The MEDC anticipates that federal funds from the DOD-OEA will be used to fund a portion of the requested services. In the event that DOD-OEA funds are used to fund the requested services, Applicant will be required to execute the Contract attached to this RFP as Attachment B, which contains the terms and conditions required by the DOD-OEA.
- 2) Term of Work – It is estimated that the activities in the proposed Grant within Prosperity Regions 3, 4, 5, and 8 will cover the period September 30, 2018 through September 30, 2019 and activities within the 13 County Advance Michigan Defensive Collaborative DOD-OEA service regions will cover the period September 30, 2018 through July 22, 2019. The MEDC, in its sole discretion, may extend the Term and allocate additional resources subject to available funding.
- 3) Modification of Service – The MEDC reserves the right to modify the requested services during the course of the Contract. Such modifications must be made in writing and may include the addition or deletion of tasks or any other modifications deemed necessary. Any changes in pricing proposed by the Applicant resulting from the requested changes are subject to acceptance by the MEDC. Changes may be increases or decreases.

In the event changes are not acceptable to the MEDC, the Contract shall be subject to competitive bidding based upon the new specifications.
- 4) Subcontracting – The MEDC reserves the right to approve any subcontractors for the Contract and to require the Applicant, upon award of the Contract, to replace subcontractors that the MEDC finds to be unacceptable.
- 5) Award of Contract – The MEDC reserves the right to award all or any part of this RFP and, based on what is in the best interest of the MEDC, the MEDC will award the Contract considering price, value and quality of the bids.

B) CONTRACTOR RESPONSIBILITIES

The selected Applicant will be required to assume responsibility for all contractual activities offered in this RFP whether or not the Applicant performs them. Further, the MEDC will consider the selected Applicant to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

C) ACCEPTANCE OF PROPOSAL CONTENT

If awarded a Contract, the contents of this RFP will become contractual obligations. The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

- 1) This RFP (including subsequent written clarification provided in response to questions raised by email) and any Addenda thereto; and
- 2) Final executed Contract.

In the event of any discrepancies between the above documents, the final executed Contract shall control. Failure of the successful Applicant to accept these obligations may result in cancellation of the award.

D) PROJECT CONTROL AND REPORTS

- 1) Project Control
 - a) The selected Applicant (the "Contractor") will carry out this project under the direction and control of the Business Support Unit of the MEDC.
 - b) The MEDC will appoint a Contract Manager for this project. Although there will be continuous liaison with the Contractor team, the Contract Manager will meet with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
 - c) The Contractor will submit brief written monthly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated which should be brought to the attention of the Contract Manager and notification of any significant deviation from previously agreed upon work plans.
 - d) Within five (5) working days of the execution of the Contract, the Contractor will submit a work plan to the Contract Manager for final approval. This work plan must be in agreement with Section III-A of this RFP as proposed by the Applicant and accepted by the MEDC for contract, and must include the following:
 - (i) The Contractor's project organizational structure.
 - (ii) The Contractor's staffing table with names and titles of personnel assigned to the project. This must be in agreement with staffing of the accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the MEDC.
 - (iii) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
 - (iv) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

ATTACHMENT A
GRANT AGREEMENT

The Michigan Economic Development Corporation (the "MEDC") enters into a binding agreement (the "Agreement") with Grantee (the "Grantee"). As used in this Agreement, the MEDC and Grantee are sometimes individually referred to as a "Party" and collectively as "Parties."

Grantee: Grantee
 Address
 Address

I. **NATURE OF SERVICES.** The purpose of this Agreement is to provide funding to the Grantee to XXXX (the "Grant Activities").

II. **PERFORMANCE SCHEDULE.**

Starting Date: September 30, 2018 Ending Date: September 30, 2019

The term of this Agreement (the "Term") shall commence on the Starting Date and shall continue until the occurrence of an event described in Section IX of this Agreement.

III. **INCORPORATION BY REFERENCE.** The following documents are incorporated by reference as binding obligations, term and conditions of the Agreement.

Exhibit A: Grantee's Budget
Exhibit B: Grantee's Scope of Work

In the event of any inconsistency between the provisions of Exhibits A, B and this Agreement, the provisions of this Agreement shall control.

IV. **PAYMENT SCHEDULE INFORMATION.**

A. The MEDC agrees to pay the Grantee a sum not to exceed \$X.XX (the "Grant").

B. Payment under this Agreement shall be made by the MEDC to Grantee upon receipt and approval by the Grant Administrator of Grantee's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Grantee shall provide Grantee's billing statement(s) to Grant Administrator or at Grant Administrator's direction on a quarterly basis. Grant Administrator shall provide Grantee with appropriate submission instructions of Grantee's billing statement(s).

C. MEDC requires that payments under this Agreement be processed by

electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

- D. The Grantee agrees that all funds shown in the Budget are to be spent as specified. This Agreement does not commit the MEDC to approve requests for additional funds during or beyond this Grant period.
- E. Changes in the Budget will be allowed only upon prior review and written approval by the Grant Administrator.
- F. Grantee's billing statement(s) may be subject to a final audit prior to the release of final payment.

- V. **MEDC GRANT ADMINISTRATOR.** The Grantee must communicate with the MEDC representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of the MEDC.

(XXXXXX) (the "Grant Administrator")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913

- VI. **GRANTEE DUTIES.** The Grantee agrees to undertake, perform, and complete the services fully described in Exhibit B.

VII. **RELATIONSHIP OF THE PARTIES.**

- A. Due to the nature of the services described herein and the need for specialized skill and knowledge of Grantee, the MEDC is entering into this Agreement with Grantee. As a result, neither Grantee nor any of its employees or agents is or shall become an employee of the MEDC due to this Agreement.
- B. Grantee will provide the services and achieve the results specified in this Agreement free from the direction or control of the MEDC as to means and methods of performance.
- C. The MEDC is not responsible for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Grantee or its employees. Grantee assumes full responsibility for the provision of all such insurance coverage and fringe benefits for its employees.

- D. All tools, supplies, materials, equipment and office space necessary to carry out the services described in this Agreement are the sole responsibility of Grantee unless otherwise specified herein.
 - E. Grantee shall retain all control of its employees and staffing decisions independent of the direction and control of the MEDC.
- VIII. **ACCESS TO RECORDS.** During the Term, and for Seven years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.
- IX. **TERMINATION.** This Agreement shall terminate upon the earlier of the following:
- A. The Ending Date.
 - B. Termination by the MEDC, by giving thirty calendar days prior written notice to the Grantee. In the event that the Legislature of the State of Michigan (the "State"), the State Government, or any State official, commission, authority, body, or employee or the federal government (a) takes any legislative or administrative action which fails to provide, terminates or reduces the funding necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding for the Grant, but which affects the MEDC's ability to fund and administer this Agreement and other MEDC programs, provided, however, that in the event such action results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of notice to the Grantee.
 - C. Termination by the MEDC pursuant to Section XIX of this Agreement.
- X. **MEDC EMPLOYEES.** The Grantee will not hire any employee of the MEDC to perform any services covered by this agreement without prior written approval from the Chief Executive Officer of the MEDC.
- XI. **CONFIDENTIAL INFORMATION.** Except as required by law, the Grantee shall not disclose any information, including targeted business lists, economic development analyses, computer programs, databases and all materials furnished to the Grantee by the MEDC without the prior written consent of the MEDC. All information described in this Section shall be considered "Confidential Information" under this Agreement. Confidential Information does not include: (a) information that is already in the possession of, or is independently developed by, Grantee; (b) becomes publicly available other than through breach of this Agreement; (c) is received by Grantee from a third party

with authorization to make such disclosures; or (d) is released with MEDC's written consent.

- XII. PUBLICATIONS.** Except for Confidential Information, the MEDC hereby agrees that researchers funded with the Grant shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, the methods and results of their research. Grantee shall at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as described in Section XIII) if commercially warranted. Grantee shall submit to the MEDC a listing of articles that Grantee has submitted for publication resulting from work performed hereunder in its quarterly report to the MEDC. Grantee shall acknowledge the financial support received from the MEDC, as appropriate, in any such publication.
- XIII. INTELLECTUAL PROPERTY RIGHTS.** Grantee shall retain ownership to the entire right, title, and interest in any new inventions, improvements, or discoveries developed or produced under this Grant, including, but not limited to, concepts know-how, software, materials, methods, and devices ("Inventions") and shall have the right to enter into license agreements with industry covering Inventions.
- XIV. CONFLICT OF INTEREST.** Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee, nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its affiliates or either's employees on behalf of the MEDC would be influenced. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of

Michigan.

- XV. INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE.** The Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its corporate board of directors, its officers, agents, and employees (the "Indemnified Persons") from any damages that it may sustain through the negligence of the Grantee pertaining to the performance of this Agreement.

The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of the Grantee's operations; however, Grantee's indemnification obligation shall not be limited to the limits of liability imposed under the Grantee's insurance policies. The Grantee will provide and maintain its own general liability, property damage, and workers compensation insurance. The insurance shall be written for not less than any limits of liability required by law for the Grantee's obligation for indemnification under this Agreement.

- XVI. TOTAL AGREEMENT.** This Agreement, including the exhibits incorporated herein, is the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding.

- XVII. ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require the Grantee to replace subcontractors who are found to be unacceptable.

- XVIII. COMPLIANCE WITH LAWS.** The Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties under this Agreement.

- XIX. DEFAULT.** The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC: (a) any representation, covenant, certification or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification or warranty was made in any material respect; (b) the Grantee's failure generally to

pay debts as they mature, or the appointment of a receiver or custodian over a material portion of the Grantee's assets, which receiver or custodian is not discharged within Sixty calendar days of such appointment; (c) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee; (d) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within Sixty calendar days from the date of institution thereof; (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of the Grantee, which is not removed within Sixty calendar days. (f) the Grantee's failure to comply with the reporting requirements hereof; (g) the Grantee's failure to comply with any obligations or duties contained herein; (h) Grantee's use of the Grant funds for any purpose not contemplated under this Agreement.

XX. AVAILABLE REMEDIES. Upon the occurrence of any one or more of the Events of Default, the MEDC may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.

XXI. REIMBURSEMENT. If this Grant is terminated as a result of Section XIX(h) hereof, the MEDC shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse the MEDC for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet expended by the Grantee.

XXII. NOTICES. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered by electronic mail or by confirmed facsimile; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) One business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) Three business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be as reasonably identified by notifying Party. The MEDC and Grantee may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

XXIII. AMENDMENT. This Agreement may not be modified or amended except pursuant to a written instrument signed by the Parties.

XXIV. GOVERNING LAW. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The terms of this provision shall survive the termination or cancellation of the Agreement

XXV. COUNTERPARTS AND COPIES. The Parties hereby agree that the faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties. Copies (whether photostatic, facsimile or otherwise) of this Agreement may be made and relied upon to the same extent as though such copy was an original.

XXVI. JURISDICTION. In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim (a) that it is not subject to the jurisdiction of such court, (b) that the action is brought in an inconvenient forum, (c) that the venue of the suit, action or other proceeding is improper or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

XXVII. SURVIVAL. The terms and conditions of sections VII, VIII, XI, XV, XVII, XXIV and XXVI shall survive termination of this Agreement.

XXVIII. PUBLICITY. At the request and expense of the MEDC, the Grantee will cooperate with the MEDC to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

(remainder of page intentionally left blank)

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

GRANTEE ACCEPTANCE:

Grantee

Dated: _____

Authorized Signer
Title

MEDC ACCEPTANCE:

Michigan Economic Development Corporation

Dated: _____

Authorized Signer
Title

ATTACHMENT B
(FEDERAL CONTRACT TEMPLATE)
GRANT AGREEMENT
TERMS AND CONDITIONS

The Michigan Economic Development Corporation (the “MEDC”) enters into a binding agreement (the “Agreement”) with Grantee (the “Grantee”) for the purpose and provision of implementation of programs and projects outlined in this Agreement and in accordance with the grant approved by the Office of Economic Adjustment Department of Defense Grant Agreement for the Southeast Michigan Region (“DIA”) Federal Award Identification Number (“FAIN”) HQ00051710056. This Agreement is not for Research and Development and is made under the Catalog of Federal Domestic Assistance (“CDFA”) Number 12.611, Community Economic Adjustment Assistance for Reductions in Defense Industry Employment. As used in this Agreement, the MEDC and Grantee are sometimes individually referred to as a “Party” and collectively as “Parties.”

Grantee: Grantee
 Address
 Address

XXIX. NATURE OF SERVICES. The purpose of this Agreement is to provide funding to the Grantee to XXXX (the “Grant Activities”).

XXX. PERFORMANCE SCHEDULE.

Starting Date: September 30, 2018

Ending Date: July 22, 2019

The term of this Agreement (the “Term”) shall commence on the Starting Date and shall continue until the occurrence of an event described in Section IX of this Agreement.

XXXI. INCORPORATION BY REFERENCE. The following documents are incorporated by reference as binding obligations, term and conditions of the Agreement.

Exhibit A: Grantee’s Budget

Exhibit B: Grantee’s Scope of Work

In the event of any inconsistency between the provisions of Exhibits A, B and this Agreement, the provisions of this Agreement shall control.

XXXII. PAYMENT SCHEDULE INFORMATION.

G. The MEDC agrees to pay the Grantee a sum not to exceed \$X.XX (the “Grant”).

- H. Payment under this Agreement shall be made by the MEDC to Grantee upon receipt and approval by the Grant Administrator of Grantee's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Grantee shall provide Grantee's billing statement(s) to Grant Administrator or at Grant Administrator's direction on a monthly basis. Grant Administrator shall provide Grantee with appropriate submission instructions of Grantee's billing statement(s).
- I. MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
- J. The Grantee agrees that all funds shown in the Budget are to be spent as specified. This Agreement does not commit the MEDC to approve requests for additional funds during or beyond this Grant period.
- K. Changes in the Budget will be allowed only upon prior review and written approval by the Grant Administrator.
- L. Grantee's billing statement(s) may be subject to a final audit prior to the release of final payment.

XXXIII. MEDC GRANT ADMINISTRATOR.

The Grantee must communicate with the MEDC representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of the MEDC.

(XXXXXXX) (the "Grant Administrator")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913

XXXIV. GRANTEE DUTIES.

1. XXXXXXXXX
2. XXXXXXXXX
3. Grantee will establish and use internal management and self-monitoring procedures to prevent fraud, waste, and abuse. In the event Grantee learns of any allegations or suspicions of fraud, waste, or abuse by Grantee or any of Grantee's officers, employees, or contractors.
4. Grantee will establish and use written Conflict of interest policies and

procedures sufficient to prevent actual conflict of interest and the appearance of conflict of interest for its officers, directors, agents, employees, or contractors. At a minimum these policies and procedures will be designed to:

i) prohibit such individuals from having or obtaining any interest, direct or indirect, which could conflict or appear to conflict in any manner or degree with any performance or service rendered under this Agreement; ii) prohibit such individuals from using their position for a purpose that might appear to be motivated by the desire for private gain for themselves or their families; iii) prohibit such individuals from offering any gratuity, favor, or anything of monetary value to any offer, director, employee, or agent of the MEDC or from accepting any gratuity, favor, or anything of monetary value from any of the MEDC's actual or pending participants, subcontractors or vendors; iv) ensure the timely discovery of violations of this Section XXXIV(5); and v) establish appropriate remedies and corrective action for any violations of this Section XXXIV(5). Any violations of this Section XXXIV(5) must be reported in writing to the MEDC within five (5) business days of discovery of such violation.

5. Grantee will complete and return to the MEDC the Certification Regarding Lobbying attached as Exhibit D to this Agreement within five (5) business days of execution of this Agreement.
6. Grantee shall register in the System for Award Management (SAM) and maintain an active registration.

XXXV. DELIVERABLES

1. XXXXXXXXXX
2. Within seven (7) business days of the last business day of each month, the Grantee will provide a performance report to the MEDC Grant Administrator. The performance report must contain the following information i) a brief summary of the work accomplished during that month, with a comparison of actual accomplishments to the objectives established for the period; ii) the objectives and work to be accomplished during the subsequent month; iii) any problems, real or anticipated, which have impacted Grantee's ability to achieve the objectives for that period; and iv) an accounting, by the budget line items approved for this Agreement. A final performance report will be submitted with the action plan identified in Section XXXV(1) of this Agreement that summarized the activities for the term of this Agreement.
3. Grantee will include the following disclaimer on the title page of any study or report under this Agreement:

“This study/report was prepared with financial support from the Office of Economic Adjustment, Department of Defense, Federal Award Identification Number (FAIN) HQ00051710056. The content reflects the views of XXXXXXXXXX and does not necessarily reflect the views of the Office of Economic Adjustment.”

XXXVI. PROHIBITED USE OF FUNDS.

1. Grantee is prohibited from using funds disbursed under this Agreement for the following purposes or activities: political activities, sectarian religious activities, lobbying, political patronage, nepotism activities; marketing and entertainment; purchase of capital assets, such as the purchase of vehicles, improvements, and renovations of space, and repair and maintenance of privately-owned vehicles.
2. Grantee may not use any funds disbursed under this Agreement for attorney's or grantee's' fees incurred in preparing its proposal for this Agreement, provided, however, that attorney's and grantee's fees incurred in fulfilling the obligations of this Agreement may be eligible project costs and may be paid out of funds disbursed under this Agreement.

XXXVII. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS.

To the extent they are applicable to the services to be performed under this Agreement, Grantee will at all times during the Term maintain compliance with the statutes, regulations, and rules listed on Exhibit B and the National Policy Requirements listed on Exhibit C to this Agreement. Grantee may seek legal counsel to determine the applicability of each statute, regulation or rule.

XXXVIII. RELATIONSHIP OF THE PARTIES.

Due to the nature of the services described herein and the need for specialized skill and knowledge of Grantee, the MEDC is entering into this Agreement with Grantee. As a result, neither Grantee nor any of its employees or agents is or shall become an employee of the MEDC due to this Agreement.

Grantee will provide the services and achieve the results specified in this Agreement free from the direction or control of the MEDC as to means and methods of performance.

The MEDC is not responsible for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Grantee or its

employees. Grantee assumes full responsibility for the provision of all such insurance coverage and fringe benefits for its employees.

- F. All tools, supplies, materials, equipment and office space necessary to carry out the services described in this Agreement are the sole responsibility of Grantee unless otherwise specified herein.
- G. Grantee shall retain all control of its employees and staffing decisions independent of the direction and control of the MEDC.

XXXIX. ACCESS TO RECORDS. During the Term, and for Seven years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.

XL. TERMINATION. This Agreement shall terminate upon the earlier of the following:

- D. The Ending Date.
- E. Termination by the MEDC, by giving thirty calendar days prior written notice to the Grantee. In the event that the Legislature of the State of Michigan (the "State"), the State Government, or any State official, commission, authority, body, or employee or the federal government (a) takes any legislative or administrative action which fails to provide, terminates or reduces the funding necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding for the Grant, but which affects the MEDC's ability to fund and administer this Agreement and other MEDC programs, provided, however, that in the event such action results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of notice to the Grantee.
- F. Termination by the MEDC pursuant to Section XIX of this Agreement.

XLI. MEDC EMPLOYEES. The Grantee will not hire any employee of the MEDC to perform any services covered by this agreement without prior written approval from the Chief Executive Officer of the MEDC.

XLII. CONFIDENTIAL INFORMATION. Except as required by law, the Grantee shall not disclose any information, including targeted business lists, economic development analyses, computer programs, databases and all materials furnished to the Grantee by the MEDC without the prior written consent of the MEDC. All information described in this Section shall be considered "Confidential Information" under this Agreement. Confidential Information does not include: (a) information that is already in the possession of, or is

independently developed by, Grantee; (b) becomes publicly available other than through breach of this Agreement; (c) is received by Grantee from a third party with authorization to make such disclosures; or (d) is released with MEDC's written consent.

XLIII. PUBLICATIONS. Except for Confidential Information, the MEDC hereby agrees that researchers funded with the Grant shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, the methods and results of their research. Grantee shall at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as described in Section XIII) if commercially warranted. Grantee shall submit to the MEDC a listing of articles that Grantee has submitted for publication resulting from work performed hereunder in its quarterly report to the MEDC. Grantee shall acknowledge the financial support received from the MEDC, as appropriate, in any such publication.

XLIV. INTELLECTUAL PROPERTY RIGHTS. Grantee shall retain ownership to the entire right, title, and interest in any new inventions, improvements, or discoveries developed or produced under this Grant, including, but not limited to, concepts know-how, software, materials, methods, and devices ("Inventions") and shall have the right to enter into license agreements with industry covering Inventions.

XLV. CONFLICT OF INTEREST. Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee, nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its affiliates or either's employees on behalf of the MEDC would be influenced. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this

Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

XLVI. INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE. The Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its corporate board of directors, its officers, agents, and employees (the "Indemnified Persons") from any damages that it may sustain through the negligence of the Grantee pertaining to the performance of this Agreement.

The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of the Grantee's operations; however, Grantee's indemnification obligation shall not be limited to the limits of liability imposed under the Grantee's insurance policies. The Grantee will provide and maintain its own general liability, property damage, and workers compensation insurance. The insurance shall be written for not less than any limits of liability required by law for the Grantee's obligation for indemnification under this Agreement.

XLVII. TOTAL AGREEMENT. This Agreement, including the exhibits incorporated herein, is the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding.

XLVIII. ASSIGNMENT/TRANSFER/SUBCONTRACTING. Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require the Grantee to replace subcontractors who are found to be unacceptable.

XLIX. COMPLIANCE WITH LAWS. The Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties under this Agreement.

L. DEFAULT. The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC: (a) any representation, covenant, certification or warranty made by the Grantee shall

prove incorrect at the time that such representation, covenant, certification or warranty was made in any material respect; (b) the Grantee's failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of the Grantee's assets, which receiver or custodian is not discharged within Sixty calendar days of such appointment; (c) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee; (d) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within Sixty calendar days from the date of institution thereof; (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of the Grantee, which is not removed within Sixty calendar days. (f) the Grantee's failure to comply with the reporting requirements hereof; (g) the Grantee's failure to comply with any obligations or duties contained herein; (h) Grantee's use of the Grant funds for any purpose not contemplated under this Agreement.

- LI. AVAILABLE REMEDIES.** Upon the occurrence of any one or more of the Events of Default, the MEDC may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.
- LII. REIMBURSEMENT.** If this Grant is terminated as a result of Section XIX(h) hereof, the MEDC shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse the MEDC for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet expended by the Grantee.
- LIII. NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered by electronic mail or by confirmed facsimile; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) One business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) Three business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be as reasonably identified by notifying Party. The MEDC and Grantee may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

- LIV. AMENDMENT.** This Agreement may not be modified or amended except pursuant to a written instrument signed by the Parties.
- LV. GOVERNING LAW.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The terms of this provision shall survive the termination or cancellation of the Agreement
- LVI. COUNTERPARTS AND COPIES.** The Parties hereby agree that the faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties. Copies (whether photostatic, facsimile or otherwise) of this Agreement may be made and relied upon to the same extent as though such copy was an original.
- LVII. JURISDICTION.** In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim (a) that it is not subject to the jurisdiction of such court, (b) that the action is brought in an inconvenient forum, (c) that the venue of the suit, action or other proceeding is improper or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.
- LVIII. SURVIVAL.** The terms and conditions of sections VII, VIII, XI, XV, XVII, XXIV and XXVI shall survive termination of this Agreement.
- LIX. PUBLICITY.** At the request and expense of the MEDC, the Grantee will cooperate with the MEDC to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

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

GRANTEE ACCEPTANCE:

Grantee

Dated: _____

Authorized Signer
Title

MEDC ACCEPTANCE:

Michigan Economic Development Corporation

Dated: _____

Authorized Signer
Title

EXHIBIT B

1. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
2. 2 CFR 175 Part 170, Reporting Sub-Award and Executive Compensation Information
3. Davis-Bacon Act (40 U.S.C. §§276a-276a-7)
4. Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333)
5. Executive Order 11246, 12549 and 12689, as amended by 11375 (41 CFR parts 60-64);
6. Immigration and Naturalization Act of 1986 (8 USC 1324a), PL 99-603;
7. Family and Medical Leave Act of 1993 (29 USC 2601), PL 103-3;
8. Pregnancy Discrimination Act of 1975 (92 Stat 2076), PL 95-555;
9. Older Americans Act of 1965, as amended (47 USC 3001 and 3056 et seq.), PL 89-73;
10. Military Selective Service Act, Title I, Section 3, as amended (50 USC 453), PL 97-86;
11. Affirmative Action Provisions of the Vietnam Era Veterans' Readjustment Assistance Act, as amended (38 USC 4218), PL 72-74;
12. Equal Pay Act of 1963, as amended (29 USC 206d), PL 88-38;
13. Privacy Act of 1974 (5 USC 522a[e][3]), PL 93-579;
14. Elliott Larsen-Civil Rights Act, as amended (MCL 37.2101 et seq.), 1976 PA 456;
15. Whistle Blower's Protection Act (MCL 15.361 et seq.), 1980 PA 469;
16. Jobs for Veterans Act, PL 107-288 (Reference: ETA TEGL No. 5-03).
17. Michigan Youth Employment Standards Act (MCL 409.101-124), 1978 PA 90 or the Federal Child Labor Regulations, Part 570, whichever is more stringent;
18. Michigan Minimum Wage Law (MCL 408.381-398), 1964 PA 154;
19. Michigan Payment of Wages and Fringe Benefits, as amended (MCL 408.471-583), 1978 PA 390;
20. Overtime Protection (MCL 408.477), 1978 PA 390;
21. Michigan Workers' Disability Compensation Act, as amended (MCL 418.101-941); and Administrative Rules, 1969 PA 317;
22. Michigan Contracts with Employers Engaging in Unfair Practices, as amended (MCL 423.321 et seq.), 1980 PA 278;

23. Michigan Occupational Safety and Health Act, as amended (MCL 408.1001-1094), 1974 PA 154;
24. Michigan Right to Know Act (MCL 408.1014a-1014n), 1986 PA 80;
25. Veteran Right to Employment Services Act (MCL 35.1091-35.1093), 1994 PA 39;
26. Social Welfare Act (MCL 400.55a-400.56f), 1939 PA 280;
27. Titles IV-A and IV-F of the Social Security Act (P.L. 74-271), as amended;
28. 45 CFR 201 through 257, and 260;
29. Food Stamp Act of 1977 (P.L. 105-33), as amended;
30. 7 CFR 271, 272, and 273;
31. Workforce Investment Act of 1998;
32. Reed Act Provisions of Title IX of the Social Security Act;
33. Trade Adjustment Assistance Reform Act of 2002 (TAA Reform Act);
34. Workforce Innovation and Opportunity Act (WIOA) Public Law 113 – 128

EXHIBIT C

I. NATIONAL POLICY REQUIREMENTS

NP Article I. Nondiscrimination national policy requirements. (OCTOBER 2015)

Section A. Cross-cutting nondiscrimination requirements. By signing this agreement or accepting funds under this agreement, you assure that you will comply with applicable provisions of the national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.
2. On the basis of gender, blindness, or visual impairment, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DoD regulations at 32 CFR part 196.
3. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
4. On the basis of disability, in the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
5. On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) related to physically handicapped persons' ready access to, and use of, buildings and facilities for which Federal funds are used in design, construction, or alteration.

Section B. Other nondiscrimination requirements. RESERVED.

NP Article II. Environmental national policy requirements. (OCTOBER 2015)

Section A. Cross-cutting environmental requirements. You must:

1. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.).
2. Immediately identify to us, as the Federal awarding agency, any potential impact that you find this award may have on:
 - a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NEPA.

- b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.).
 - d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).
3. Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in buildings owned by the Federal Government or housing receiving Federal assistance.

Section B. Other environmental requirements. RESERVED.

NP Article III. National policy requirements concerning live organisms. (OCTOBER 2015)

Section A. Cross-cutting requirements concerning live organisms. You must:

- 1. **Human subjects.** You must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with DoD regulations at 32 CFR part 219 and DoD Instruction 3216.2.
- 2. **Animals.**
 - a. You must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 and DoD Instruction 3216.1, which implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156) and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, testing, or training under this award. You may not begin any animal work under the award that the awarding DoD Component has not reviewed and approved, as specified in paragraph 2.d of Enclosure 3 to DoD Instruction 3216.1.

- b. Your animal care program must meet the standards set forth in the National Academy of Sciences publication "Guide for the Care and Use of Laboratory Animals" (eighth edition, 2011, which may be found currently at <http://www.nap.edu/catalog/12910/guide-for-the-care-and-use-of-laboratory-animals-eighth>).
- c. You must immediately identify to us, as the Federal awarding agency, any potential impact that you find this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended ("the Act," 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need to comply with 16 U.S.C. 1536(a) (2). This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

Section B. Other requirements concerning live organisms. RESERVED.

NP Article IV. Other national policy requirements. (OCTOBER 2015)

Section A. Cross-cutting requirements.

1. **Debarment and suspension.** You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR part 180, as adopted by DoD at 2 CFR part 1125. This includes requirements concerning your principals under this award, as well as requirements concerning your procurement transactions and subawards that are implemented in PROC Articles I through III and SUB Article II.

2. **Drug-free workplace.** You must comply with drug-free workplace requirements in Subpart B of 32 CFR part 26, which is the DoD implementation of 41 U.S.C. Chapter 81, "Drug-Free Workplace."

3. **Lobbying.**

- a. You must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DoD at 32 CFR part 28, and submit all disclosures required by that statute and regulation.
- b. You must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.
- c. If you are a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), you may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to

you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions.

4. **Officials not to benefit.** You must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 6306.

5. **Hatch Act.** If applicable, you must comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508) concerning political activities of certain State and local government employees, as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6. **Native American graves protection and repatriation.** If you control or possess Native American remains and associated funerary objects, you must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7. **Fly America Act.** You must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the “Fly America Act,” and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

8. **Use of United States-flag vessels.** You must comply with the following award term specified by the Department of Transportation at 46 CFR 381.7, in regulations implementing the Cargo Preference Act of 1954:

- a. Pursuant to Pub. L. 83-664 (46 USC 55305), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.
- b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 98.a of this section shall must be furnished to both our award administrator (through you in the case of your contractor’s bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

9. **Research misconduct.** You must comply with requirements concerning research misconduct in Enclosure 4 to DoD Instruction 3210.7, “Research Integrity and Misconduct.” The Instruction implements the Government wide research misconduct policy that the Office of Science and

Technology Policy published in the Federal Register (65 FR 76260, December 6, 2000), available through the U.S. Government Printing Office web site:

<http://www.gpo.gov/fdsys/browse/collection.action?Code=FR>).

10. Requirements for an Institution of Higher Education Concerning Military Recruiters and Reserve Officers Training Corps (ROTC).

- a. As a condition for receiving funds available to the DoD under this award, you agree that you are not an institution of higher education (as defined in 32 CFR part 216) that has a policy or practice that either prohibits, or in effect prevents:
 - (1) The Secretary of a Military Department from maintaining, establishing, or operating a unit of the Senior Reserve Officers Training Corps(ROTC)—in accordance with 10 U.S.C. 654 and other applicable Federal laws—at that institution (or any subelement of that institution);
 - (2) Any student at that institution (or any subelement of that institution) from enrolling in a unit of the Senior ROTC at another institution of higher education.
 - (3) The Secretary of a Military Department or Secretary of Homeland Security from gaining access to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting in a manner that is at least equal in quality and scope to the access to campuses and to students that is provided to any other employer; or
 - (4) Access by military recruiters for purposes of military recruiting to the names of students (who are 17 years of age or older and enrolled at that institution or any subelement of that institution); their addresses, telephone listings, dates and places of birth, levels of education, academic majors, and degrees received; and the most recent educational institutions in which they were enrolled.
 - (5) If you are determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, we:
 - (a) Will cease all payments to you of DoD funds under this award and all other DoD grants and cooperative agreements; and
 - (b) May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

11. Historic preservation. You must identify to us any:

- a. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16

U.S. C. 470f), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971-1975 Comp., p. 559].

- b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).

12. Relocation and real property acquisition. You must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

13. Confidentiality of patient records. You must keep confidential any records that you maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

14. Pro-Children Act.

You must comply with applicable restrictions in the Pro-Children Act of 1994 (Title 20, Chapter 68, Subchapter X, Part B of the U.S. Code) on smoking in any indoor facility:

- a. Constructed, operated, or maintained under this award and used for routine or regular provision of kindergarten, elementary or secondary education or library services to children under the age of 18.
- b. Owned, leased, or contracted for and used under this award for the routine provision of federally funded health care, day care, or early childhood development (Head Start) services to children under the age of 18.

15. Constitution Day. You must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.

16. Trafficking in persons. You must comply with requirements concerning trafficking in persons specified in the award term at 2 CFR 175.15(b), as applicable.

17. Whistleblower protections. You must comply with 10 U.S.C. 2409, including the:

- a. Prohibition on reprisals against employees disclosing certain types of information to specified persons or bodies; and
- b. Requirement to notify your employees in writing, in the predominant native language of the workforce, of their rights and protections under that statute

EXHIBIT D

Certification Regarding Lobbying

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension". The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR Part 200 Appendix II).

BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION

- (1) The prospective recipient of federal assistance funds certifies, by the submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Contractor Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. This certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Defense (DoD) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of charged circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DoD
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it know that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.

Entities must verify that procurements of \$25,000 or more do not result in an award to any party which is debarred or suspended or is otherwise excluded from
or ineligible for participation in federal assistance programs. [2 CFR Part 180; 2 CFR, Part 200.205(d)]
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies

available to the Federal Government, the DoD may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor

Typed Name and Title of Certifying Official

Signature_____ Date: _____

