

REQUEST FOR PROPOSALS

MICHIGAN STRATEGIC FUND

Germany, Austria, & Switzerland Tourism Marketing Representative

RFP-CASE-410558

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:

- Technical Proposals (Section ii-A);
- Price Proposal (Section II-B);
- Signed Independent Price Determination Certificate (Attachment B); and
- Conflicts of Interest Disclosure (if applicable) (Section II-G).

BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: *“RFP-CASE-410558 Technical Proposal”* and *“RFP-CASE-410558 Price Proposal”* with *Company Name*, and *“message 1 of 3”* as appropriate if the bid consists of multiple emails.

The Michigan Strategic Fund (the “MSF”) will not respond to telephone inquiries, or visitation by Bidders or their representatives. Bidder’s sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.

Contract Services
Michigan Strategic Fund
300 North Washington Square, 3rd Floor
Lansing, Michigan 48913
contractsandgrants@michigan.org

IMPORTANT DUE DATES

- **June 14, 2024, at 3:00 p.m.:** Questions from potential Bidders are due via email to contractsandgrants@michigan.org. Please note: The MSF 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.
- **June 21, 2024, by close of business:** Responses to all qualifying questions will be posted on the MSF’s website, <https://www.michiganbusiness.org/410558/>.
- **July 1, 2024, at 3:00 p.m.:** Electronic versions sent separately of each of your Technical Proposal and Price Proposals due to the MSF 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
 B – Background Statement and Objectives
 C – Qualifications
 D – Deliverables
Section II – Proposal Format.....4
 A – Technical Proposal
 B – Price Proposal
 C – Proposal Submittal
Section III – RFP Process and Terms and Conditions.....6
 A – Pre-Bid Meeting/Questions
 B – Proposals
 C – Economy of Preparation
 D – Selection Criteria
 E – Bidders Costs
 F – Taxes
 G – Conflict of Interest
 H – Breach of Contract
 I – Disclosure
 J – False Information
 K – Additional Disclosure
 L – Prices Held Firm
 M – Best and Final Offer
 N –Clarification/Changes in the RFP
 O – Electronic Bid Receipt
 P – Reservation of MSF Discretion
 Q – Jurisdiction
 R – Additional Certification
Section IV – Contractual Terms and Conditions 12
 A – Contract Terms and Conditions
 B – Contractor Responsibilities
 C – Acceptance of Proposal Content
 D – Project Control and Reports
Attachment A – Independent Price Determination and
 Prices Held Firm Certification A-1

REQUEST FOR PROPOSAL
Germany, Austria, & Switzerland Tourism Marketing Representative
RFP-CASE-410558

This Request for Proposals (the “RFP”) is issued by the Michigan Strategic Fund (the “MSF”), Contract Services unit (the “CS”). The Michigan Economic Development Corporation (the “MEDC”) provides administrative services associated with the programs and activities of the Michigan Strategic Fund Act on behalf of the MSF. CS is the sole point of contact with regard to all bidding and contractual matters relating to the services described in this RFP. CS 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”). CS will remain the SOLE POINT OF CONTACT throughout the bidding process. ***The MSF will not respond to telephone inquiries, or visitation by Bidders or their representatives. Bidder’s sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.***

Contract Services
Michigan Strategic Fund
300 North Washington Square
Lansing, Michigan 48913
contractsandgrants@michigan.org

SECTION I STATEMENT OF WORK

A) PURPOSE

The purpose of this RFP is to enter into a contract with an in-country full-service travel marketing firm to represent Travel Michigan in Germany, Austria, and Switzerland at both the consumer and travel industry level. The agency must possess extensive knowledge of the Michigan leisure travel market, and demonstrate native-country insights, knowledge, and expertise in promoting foreign travel product such as is available in Michigan and must have the appropriate travel industry and consumer contacts to efficiently promote the State of Michigan.

B) BACKGROUND STATEMENT AND OBJECTIVES

International leisure travel to Michigan is critically important to the economic impact of tourism throughout our state. In 2022, the Germany market was the third largest international leisure travel market for Michigan with an economic value of \$51 million.

Recovery of the international traveler is taking longer than the domestic traveler since starting at a much lower base due to dramatic drop-off in visits during the pandemic. Anticipate a stronger growth in recovery now through 2028.

For generations, most of the international travel to the U.S. has gone to better known U.S. destinations in East and West Coast cities with well-promoted attractions and to Western U.S. National Parks. In 2023, Michigan's international leisure visits reached 842,000 with a travel spend of \$650 million, outpacing regional competitors.

Travel Michigan intends to capture a greater number of foreign visitors and spending from Germany, Austria, and Switzerland, by increasing awareness of Michigan as a world-class destination offering premiere the duality of unique city and outdoor experiences at a greater value.

OBJECTIVES

The role of the international marketing effort will be:

1. To create a strategy to increase inbound leisure travel to the State of Michigan
2. To enhance and elevate the image of the State of Michigan as a diverse, exciting, and premier leisure travel destination.
3. To create marketing programs and platforms that add value for Travel Michigan and highlight destinations throughout the state as part of their international marketing effort
4. To advise Travel Michigan staff regarding native-country travel patterns and opportunities
5. To develop native-language marketing tools such as brochures, e-newsletters, social media, and consumer promotions, at economical costs.
7. To assist Travel Michigan staff in organizing sales missions and securing appointments at important trade shows such as ITB (international travel show), IPW and Brand USA Travel Week.
8. To be an extension of the Travel Michigan team by being readily available for weekly meetings, provide monthly status updates and annual performance reports.

C) QUALIFICATIONS

Vendors responding to this RFP must have a minimum of five years' experience representing American destinations for tourism promotion in overseas markets and five years' experience representing United States destinations for tourism promotion in Germany, Austria, and Switzerland.

D) DELIVERABLES

Deliverables to be provided by the selected vendor include, but are not limited to:

1. Creating a strategy to attract more visitors from Germany, Austria, and Switzerland, specifically leisure visitors, to Michigan;
2. Creating relevant marketing components like brochures, e-newsletters, social media and web sites;
3. Working with tour operators to elevate Michigan product;
4. Identifying and engaging travel journalists to attend FAM tours;
5. Identifying and representing Michigan in key travel and tourism events;
6. We curing appointments with top tour operators and media;
7. Attending the annual ITB, IPW, BUSA Travel Week; and
8. Devising and executing consumer marketing activations to build consumer awareness of Michigan as a destination.

SECTION II PROPOSAL FORMAT

To be considered, each Bidder must submit a COMPLETE proposal in response to this RFP using the format specified. Bidder'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 Bidder to be essential to a complete understanding of the proposal. Each section of the proposal should be clearly identified with appropriate headings:

A) TECHNICAL 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 MSF may evaluate the Bidder's prior performance with the MSF, and prior performance information may be a factor in the award decision.

6. Project Staffing – The Bidder 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 Bidder's Project Manager and other key individuals. Do not include any financials for the contemplated work within the Technical Proposal. Resumes of qualifications should be supplied for proposed project personnel.

Please Note: The MSF 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. Bidder's Authorized Expediter – Include the name and telephone number of person(s) in your organization authorized to expedite any proposed contract with the MSF.

9. Additional Information and Comments – Include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

B) PRICE PROPOSAL

Provide the cost/rate/price information for all firms/persons named in your Price Proposal to demonstrate the reasonableness of your Price Proposal. Attach a schedule of all expenses covering each of the services and activities identified in your proposal.

The MSF is exempt from federal excise tax, and state and local sales taxes. The Price Proposal should not include taxes.

THE PRICE PROPOSAL MUST BE IDENTIFIED AND SENT SEPARATELY FROM THE TECHNICAL PORTION OF YOUR PROPOSAL ACCORDING TO THE INSTRUCTIONS OF THIS RFP. Separately sealed price proposals will remain sealed until the JEC has completed evaluation of the technical proposals.

Bidders Please Note: Rates quoted in response to this RFP are firm for the duration of the Contract; no price increase will be permitted.

C) PROPOSAL SUBMITTAL

Submit separately marked electronic versions of each of your Technical Proposal and Price Proposal to the MSF via email to contractsandgrants@michigan.org not later than **3:00 p.m. on July 1, 2024**. The MSF 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.**

BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: "*RFP-CASE-410558 Technical Proposal*" and "*RFP-CASE-410558 Price 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 Bidders concerning the specifications in this RFP must be received via e-mail no later than **3:00 pm on June 14, 2024**. Questions must be submitted to:

Contract Services
contractsandgrants@michigan.org

B) PROPOSALS

To be considered, Bidders must submit a complete response to this RFP, using the format provided in Section II of this RFP, by **3:00 p.m. on July 1, 2024**. No other distribution of proposals is to be made by the Bidder.

The Technical Proposal must be **signed physically or electronically** by an official of the Bidder authorized to bind the Bidder to its provisions. The proposal must include a statement as to the period during which it remains valid; this period must be at least one hundred twenty (120) days from **July 1, 2024**. The rates quoted in the Price Proposal must remain firm for the period indicated in Section II.

C) ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Bidder'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* – Contract Services will screen the proposals for technical compliance to include but not be limited to:

- Timely submission of the proposal.
- Technical Proposal and Price Proposal clearly identified and sent separately.
- Proposal signed physically or electronically by an official of the Bidder authorized to bind the Bidder to its provisions.
- Proposals satisfy the form and content requirements of this RFP.

2) Step II – Criteria for Satisfactory Technical 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 MSF. 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 Bidder.
- b.) *Competence, Experience and Staffing Capacity* – The proposal should indicate the ability of the Bidder 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 Bidder 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 Bidder’s Project Manager and the Project Manager’s dedicated management time, as well as that of other key personnel working on this project.

		Weight
1.	Statement of Work	40
2.	Bidder Information	30
3.	Prior Experience	15
4.	Staffing	15
	TOTAL	100

- c.) During the JEC’s review, Bidders may be required to make oral presentations of their proposals to the JEC. These presentations provide an opportunity for the Bidders to clarify the proposals. The MSF will schedule these presentations, if required by the JEC.
- d.) Only those proposals receiving a score of **80 points or more** in the technical proposal evaluation will have their pricing evaluated to be considered for award.

3) Step III – Criteria for Satisfactory Price Proposal

- a.) Based on what is in the best interest of the MSF, the MSF will award the Contract considering value, quality, and the ability to meet the objectives of this RFP, of proposals that were approved as a result of this two-step evaluation process.
- b.) The MSF reserves the right to consider economic impact on the State of Michigan when evaluating proposal pricing. This includes, but is not limited to: job creation, job retention, tax revenue implications, and other economic considerations.

- c.) The award recommendation will be made to the responsive and responsible Bidder who offers the best value to the MSF and the State of Michigan. Best value will be determined by the Bidder meeting the minimum point threshold and offering the *best proposal that meets the objectives of the RFP*.
- d.) The MSF reserves the right to award to another “best value” contractor in case the original Awardee does not accept the award.

E) BIDDERS COSTS

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

F) TAXES

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

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

G) CONFLICT OF INTEREST

The Bidder 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 Bidder affirms that to the best of its knowledge there exists no actual or potential conflict between the Bidder, the Bidder’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 Bidder will inform the MSF regarding possible conflicts of interest which may arise as a result of such change and agrees that all conflicts shall be resolved to the MSF’s satisfaction or the Bidder 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 MSF official, officer, or employee with the intent of receiving a contract from the MSF 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 Bidder’s performance of its duties and responsibilities to the MSF 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 Bidder or its affiliates or Interests on behalf of the MSF will be influenced.

H) BREACH OF CONTRACT

Except as otherwise disclosed in an exhibit to Bidder's proposal, Bidder 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, Bidder 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 Bidder failed to perform or otherwise breached an obligation of such contract.

I) DISCLOSURE OF LITIGATION

Except as otherwise disclosed in an exhibit to Bidder's proposal, there is no criminal litigation, investigations or proceedings involving the Bidder (and each subcontractor, if subcontractors will be used to provide the goods/services requested under this RFP) or any of the Bidder's officers or directors or any litigation or proceedings under the Sarbanes-Oxley Act. In addition, Bidders must disclose in the exhibit requested under this Section of the RFP any civil litigation, arbitration or proceeding to which the Bidder (or, to the extent Bidder 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 Bidder (or subcontractor); or (2) a claim or written allegation of fraud or breach of contract against Bidder (or, to the extent Bidder 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 Bidder is prevented from disclosing under the terms of the settlement may be annotated as such. Bidders must also disclose any investigations by the Internal Revenue Service or any other federal or state taxing body or court.

J) FALSE INFORMATION

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

K) ADDITIONAL DISCLOSURE

All Bidders should be aware that proposals submitted to the MSF 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 Bidders' proposals. Bidders, however, are encouraged to provide sufficient information to enable the MSF to determine the Bidder'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) PRICES HELD FIRM

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in Bidder's response to this RFP will be firm for the duration of the Contract. No price changes will be permitted. IN THE EVENT THAT PROPOSED CHANGES ARE NOT ACCEPTABLE TO THE MSF, THE CONTRACT SHALL BE TERMINATED AND THE MODIFIED CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING.

M) BEST AND FINAL OFFER

At any time during the evaluation process, the JEC may request a Best and Final Offer ("BAFO") from any Bidder. This will be the final opportunity for a Bidder to provide a revised proposal. The scope of the changes allowed in the BAFO will be published as part of the issuance of the BAFO request.

Bidders are cautioned to propose the best possible offer at the outset of the process, as there is no guarantee that any Bidder will be allowed an opportunity to engage in Pricing Negotiations or requested to submit a Best and Final Offer.

N) 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 <https://www.michiganbusiness.org/410558/>. Applicants are encouraged to regularly check this site for changes or other information related to the RFP.

O) ELECTRONIC BID RECEIPT

ELECTRONIC VERSIONS OF EACH OF YOUR TECHNICAL AND PRICE PROPOSALS SENT SEPARATELY MUST BE RECEIVED AND TIME-STAMPED BY THE MSF TO contractsandgrants@michigan.org, ON OR BEFORE **3:00 p.m. on July 1, 2024**. Bidders are responsible for timely submission of their proposal. THE MSF HAS NO OBLIGATION TO CONSIDER ANY PROPOSAL THAT IS NOT RECEIVED BY THE APPOINTED TIME.

P) RESERVATION OF MSF DISCRETION

Notwithstanding any other statement in this RFP, the MSF 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 Bidder for a reduced price, or for an increased price to include any alternates that the Bidder may propose;
- 5) reduce the scope of the project, and rebid or negotiate with any Bidder regarding the revised project; or
- 6) defer or abandon the project.

The MSF'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.

Q) JURISDICTION

Any legal action arising from or concerning this RFP shall be brought in the Michigan Court of Claims or, as appropriate, the Ingham County Circuit Court in Ingham County, Michigan. Nothing in this RFP shall be construed to limit the rights and remedies of the MSF 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.

Bidders must include the following certification in the technical proposal:

“Bidder 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

The successful Bidder (the “Contractor”) will execute a professional services agreement with the MSF (the “Contract”), which includes (but are not limited to) the following key terms and conditions:

- 1) Term of Work – It is estimated that the activities in the proposed Contract will cover the period of January 1, 2025, through December 31, 2028. The MSF in its sole discretion, may extend the Term and allocate additional resources, subject to available funding.
- 2) Payments – Payments under the Contract will be made monthly and after receipt and approval by the MSF Contract Manager of billing statements/invoices demonstrating that the work for which payment is being requested was appropriately performed.
- 3) Independent Contractor – The Contractor will act as an independent contractor under the Contract and neither the Contractor nor any employee, agent, or contract personnel of the Contractor is or shall be deemed to be an employee of the MSF.
- 4) Taxes – The Contractor is responsible for paying all applicable state and federal taxes incurred by Contractor while performing services under the Contract, including, but not limited to, all applicable income taxes.
- 5) Access to Records – During the Term of the Contract and for a period of seven years after the end of the Contract, Contractor will maintain reasonable records, including documentation that the requested services were actually performed and shall allow access to those records by the MSF or its authorized representative at any time during this period.
- 6) Termination – Either party may terminate its obligations under the Contract by providing the other party thirty calendar days prior written notice of such termination.

The MSF may immediately terminate the Contract upon written notice to Contractor if Contractor materially breaches its obligations under the Contract or engages in any conduct which the MSF, in its sole discretion, determines has or could have an adverse impact on the State of Michigan’s or the MSF’s reputation or interests. In addition, the MSF may immediately terminate the Contract upon written notice to Contractor, without further liability to the MSF or the State, its departments, agencies, and employees, if Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense relating to a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense that, in the sole discretion of the MSF, reflects on Bidder’s business integrity.

Contractor acknowledges that MSF’s performance of its payment obligation is

dependent upon the MSF Executive Committee's continued approval of funding and/or the MSF's continued receipt of State funding. In the event that the State Legislature, the State government or any State official, public body corporate, commission, authority, body or employees, including the MSF Executive Committee:

(i) takes any action which fails to provide, terminates or reduces the funding that is related to the source of funding for the Contract; or

(ii) takes any action that is unrelated to the source of funding for the Contract, but affects the MSF's ability to perform obligations under the Contract, the MSF may terminate the Contract by providing thirty calendar days' notice prior to the effective date of cancellation. In the event, however, that the action of the State Legislature, the State of Michigan or MSF's Executive Committee results in an immediate absence or termination of funding, the Contract may be terminated effective immediately upon delivery of notice to the Bidder. In the event of immediate termination of funding, the MSF will make payment through the effective date of termination for any undisputed services rendered and expenses incurred.

The MSF shall have no obligation to Contractor for any fees or other payments incurred in connection with the Contract after the effective date of termination. Upon termination, all work product prepared or produced by Contractor pursuant to the Contract shall be immediately delivered to the MSF. Payment for any undisputed services rendered and expenses incurred through the effective date of termination will then promptly be made by the MSF.

7) Confidentiality - Except as required by law, Contractor shall not use or disclose, either before, during or after the Term, any proprietary or confidential information, including, but not limited to, applications, business bids, business plans, economic development analyses, computer programs, databases and all materials furnished to Contractor by the MSF (collectively, "Confidential Information") without the prior written consent of the MSF. Confidential Information does not include:

(i) information obtained by Contractor from third party sources;

(ii) that is already in the possession of, or is independently developed by, Contractor;

(iii) that becomes publicly available other than through breach of this subsection; or

(iv) is released with the prior written consent of the governmental entity or entities that provided the Confidential Information to Contractor.

Contractor acknowledges that all information provided by the MSF in connection with Contractor's duties under this Agreement shall be treated as Confidential Information unless otherwise stated in this subsection.

8) State of Michigan Competitors – Any information or knowledge Contractor gains during the course of the Contract concerning the economic development efforts of the State of Michigan or the MSF or the business conditions or business community in Michigan shall not be disclosed to any public or private party, sovereign authority or foreign government, during the Term and for a period of two (2) years after the later of the end of the Contract, the effective date of termination of the Contract or so long as any information remains confidential pursuant to any contract, law, treaty, resolution or other enforceable promise.

- 9) Indemnification and Liability Insurance – Contractor shall indemnify, defend, and hold harmless the MSF, its Executive Committee, its Corporate Board of Directors, and its employees (the “Indemnified Parties”) from any and all liability arising out of or in any way related to Contractor’s performance under the Contract, including any liability resulting from any acts of Contractor’s employees or agents.

Contractor shall purchase and maintain such insurance to protect the Indemnified Parties from claims that might arise out of or as a result of Contractor's operations. Contractor will provide and maintain its own errors and omissions liability insurance for Contractor’s indemnification obligation under the Contract. The insurance shall be written for not less than One Million Dollars (\$1,000,000) of coverage, but Contractor’s indemnification obligation is not limited to this amount.

- 10) Assignment/Transfer/Subcontracting – Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under the Contract without the prior specific written consent of the MSF. Contractor agrees that any of Contractor’s future successors or subcontractors will be bound by the provisions of the Contract, unless the MSF otherwise agrees in a specific written consent. The MSF reserves the right to approve any subcontractors for the Contract and to require the Contractor to replace subcontractors that the MSF finds to be unacceptable.

- 11) Non-Discrimination and Unfair Labor Practices - In connection with the Contract, Contractor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 et seq., and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, gender, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position. Contractor further agrees that every subcontract entered into in connection with the Contract will contain a provision requiring nondiscrimination in employment, as required in the Contract, binding upon each subcontractor.

Pursuant to 1980 PA 278, State Contracts with Certain Employees Prohibited Act (the “Act”), MCL 423.321 et seq., the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled by the United States National Labor Relations Board. Contractor, in relation to the Contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears on this register. Pursuant to section 4 of the Act, the MSF may void this Agreement if, after the starting date of the Agreement, the name of the Contractor as an employer or the name of the subcontractor, manufacturer or supplier of Contractor appears on the register. A breach of this requirement constitutes a material breach of the Contract.

- 12) Jurisdiction - The laws of the State of Michigan shall govern the Contract. The Parties shall make a good faith effort to resolve any controversies that arise regarding the Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning the Contract shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. By signing the Contract, Contractor acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express

delivery wherever Contractor resides, in or outside of the United States.

B) CONTRACTOR RESPONSIBILITIES

The selected Bidder will be required to assume responsibility for all contractual activities offered in this RFP whether or not the Bidder performs them. Further, the MSF will consider the selected Bidder 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 Bidder to accept these obligations may result in cancellation of the award.

D) PROJECT CONTROL AND REPORTS

1) Project Control

- a) The selected Bidder (the "Contractor") will carry out this project under the direction and control of the Business Support Unit of the MSF.
- b) The MSF 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 Bidder and accepted by the MSF 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 MSF.

- (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

**INDEPENDENT PRICE DETERMINATION AND
PRICES HELD FIRM CERTIFICATION**

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the Bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

1. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award directly or indirectly to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that she/he:

- A) Is the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to 1, 2, and 3 above; or
- B) Is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 1, 2, and 3 above.

A proposal will not be considered for award if this Attachment B has been altered so as to delete or modify 1 or 3, above. If 2, above, has been modified or deleted, the proposal will not be considered for award unless the Bidder provides, with this Attachment B, a signed statement which sets forth, in detail, the circumstances of the disclosure and the MSF determines that such disclosure was not made for the purpose of restricting competition.

PRICES HELD FIRM

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in bidder's response to this RFP will be firm for the duration of the Contract. No price changes will be permitted.

Signed _____

Date _____