



**Request for Proposals
Capital Region Airport Authority**

Solicitation Number	19-02 (RFP)
Solicitation Title	Branding, Marketing and Website Design Services
Issue Date	March 22, 2019
Purpose	To solicit proposals from qualified Proposers to develop and implement marketing, branding and website services on a project and ongoing basis.
Deadline for Questions	3:30 pm EST, March 30, 2019
Deadline for Submissions	3:30 pm EST, April 12, 2019
Submit Proposals to This Address	Capital Region Airport Authority 4100 Capital City Blvd. Lansing, MI 48906
Required Copies	One (1) original, three (3) copies, one (1) digital version
Direct All Inquiries To	purchasing@craa.com
This RFP is Comprised Of	Section 1 – General Instructions Section 2 – Background and Project Introduction Section 3 – Scope of Work Section 4 – Special Instructions, Terms and Conditions Section 5 – Submittal Requirements and Evaluation Criteria Section 6 – Required Forms

REQUEST FOR PROPOSALS BRANDING, MARKETING AND WEBSITE DESIGN SERVICES FOR THE CAPITAL REGION INTERNATIONAL AIRPORT

Issue Date: March 22, 2019

Question Deadline: 3:30 p.m. EST, March 30, 2019
Email Questions to: purchasing@craa.com

Proposal Deadline: 3:30 p.m. EST, April 12, 2019
Capital Region Airport Authority
4100 Capital City Blvd.
Lansing, MI 48906

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

DESCRIPTION: The Capital Region Airport Authority (“Authority”) CRAA is seeking proposals for services to assist in the development and execution of branding, marketing and website development.

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

Negotiation of a contract with the highest ranked, responsive and responsible Proposer is anticipated to occur in April 2019.

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

To download this RFP, all attachments, and all addenda, access the Authority website at: <http://www.flylansing.com/media/19-02-request-proposals-rfp-branding-marketing-and-website-design-services>

1. To view a copy of the RFP, all attachments, and all addenda, visit the following location:

Capital Region Airport Authority
4100 Capital City Blvd.
Lansing, MI 48906
(517) 321-6121

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

TABLE OF CONTENTS

SECTION 1 – GENERAL INSTRUCTIONS	4
SECTION 2 – BACKGROUND AND PROJECT INTRODUCTION	7
SECTION 3A – SCOPE OF WORK	8
SECTION 3B – SCOPE OF WORK B	9
SECTION 4 – SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS	11
SECTION 5A – SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA	13
SECTION 5B – SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA	16
SECTION 6 – REQUIRED FORMS	19

SECTION 1 – GENERAL INSTRUCTIONS

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

- d) Submission of a Proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP, and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - e) No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the Proposal Form.
 - f) Proposals sent by email, facsimile, or other electronic means will not be considered.
 - g) All costs incurred in the preparation and presentation of the Proposal is the Proposer's sole responsibility. No pre-proposal costs will be reimbursed to any Proposer.
 - h) All documentation submitted with the Proposal will become the property of the Authority.
 - i) All Proposals must be firm for at least 180 days from the Proposal Deadline date of the RFP.
- 4) **PROPOSAL SIGNATURES:** Proposals must include a Proposal Form that is signed in ink by an authorized official of the Proposer. The executed Proposal Form represents a binding commitment upon the Proposer to provide the goods and/or services offered to the Authority, if the Proposer is determined to be the most Responsive and Responsible Proposer.
- 5) **LATE SUBMISSIONS:** Proposals received after the Proposal Deadline will not be opened and will be returned to the Proposer unopened. The Authority's time stamp will be the official time of receipt.
- 6) **NO RFP PROPOSAL ("No-Bid" Proposal):** Proposers who receive this RFP but do not submit a Proposal are asked to submit a notice stating the reason(s) for not responding.
- 7) **DUPLICATE PROPOSALS:** No more than one (1) Proposal from any Proposer per Package or project, including its subsidiaries, affiliated companies and franchises will be considered by the Authority. In the event multiple Proposals are submitted in violation of this provision, the Authority, at its sole option, will have the right to determine which Proposal will be considered, or reject all such multiple Proposals.
- 8) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set forth as the Proposal Deadline. No Proposal may be withdrawn after the deadline for submission.
- 9) **CANCELLATION/REJECTION:** The Authority reserves the right to cancel any or all solicitations, in whole or in part, as well as reject any or all Proposals, or to accept or reject any Proposal in part, and to waive any minor informality or irregularity in Proposals received if it is determined by the Chief Executive Officer (CEO) or his/her designee that the best interest of the Authority will be served by so doing. If the solicitation is cancelled or all Proposals are rejected by the Authority, a notice will be posted on the flylansing website as identified on the Cover Page of this RFP. No Proposal will be considered from any person, firm or corporation that is in arrears or in default to the Authority on any contract, debt, or other obligation, or if the Proposer is debarred by the Authority from consideration for a contract award.

10) PROCUREMENT POLICY: Procurement for the Authority will be handled in a manner providing fair opportunity to all Businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Authority. The CEO has the vested authority to execute a contract, subject to Board approval where required.

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

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

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

13) FREEDOM OF INFORMATION ACT (“FOIA”) REQUIREMENTS: Proposals are subject to public disclosure after the Proposal Deadline in accordance with state law. For additional information, contact the Authority’s FOIA Coordinator at (517) 886-3711.

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

SECTION 2 – BACKGROUND AND PROJECT INTRODUCTION

- 1) **BACKGROUND:** The Capital Region Airport Authority (CRAA) owns and operates the Capital Region International Airport (CRIA), a non-hub commercial service airport located in Lansing, Michigan. From 1929 until 1971, the airport was owned and operated by the state of Michigan and governed by the Michigan Aeronautics Commission. The Authority was created in 1970 pursuant to Act No. 73 of the Public Acts of Michigan, in order to transfer the State-owned airport to the newly created local governmental entity. The airport is served year-round by three (3) legacy airlines: American, Delta, and United, as well as by Apple Vacations charters on a seasonal basis. The Airport serves over 375,000 passengers per year. In addition to the CRIA, the Authority operates the Port Lansing Global Logistics Centre which is a full-service commerce park on the grounds of the CRIA. The Authority also operates Mason Jewett Field, which serves as a smaller general aviation airport just south of Lansing.
- 2) **INTRODUCTION:** The CRAA is seeking proposals for services to assist in the development and execution of brand development, implementation, ongoing marketing services and website development. CRAA manages the Capital Region International Airport, Mason Jewett Field and Port Lansing. The goal of this RFP is to enter a 5-year pre-approved relationship with a number of firms who are able to provide relevant services. CRAA will then use this pool of Proposers to complete marketing and website projects for the next 5 years.

PACKAGE A: Brand Enhancement and Ongoing Creative Development/Execution

PACKAGE B: Website and Digital Platform

With a renewed focus on the modernization of the airport, increased utilization of our facilities and our overall brand, the CRAA is seeking partners who will work with us to continue to enhance and develop our brand as we iterate on the work of the past 60 years. At this point in time, the CRAA relies upon a small internal staff for marketing responsibilities and while traditionally we have used outside resources entirely for marketing services, we are looking for a blended approach moving forward.

It is the task of marketing team to not only continue to move the Capital Region International Airport, Mason Jewett Field and Port Lansing forward, but also to effectively communicate information about all three entities to the public.

SECTION 3A – SCOPE OF WORK PACKAGE A

ANTICIPATED SCOPE OF WORK FOR BRANDING

- Design a brand identity around a new name and logo to be provided by CRAA
- Utilize extensive existing research to make data-driven decisions throughout the branding process
- Develop brand messaging including mission statement, vision statement, 15-second elevator pitch and brand descriptors
- Design updated collateral including letterhead, business cards, email signatures and envelopes
- Design social media images and content
- Create in-depth brand standards document including use of logo, tagline, colors, content etc.
- Design updated physical signage
- Create a brand launch plan to include social media, public relations, media relations and paid media
- Create a 6-month communication plan to include social media, public relations, media relations and paid media, all in relation to the goals of the CRAA
- Ensure that all work created is owned and delivered to CRAA through a digital sharing platform.

ANTICIPATED SCOPE OF WORK FOR ONGOING CREATIVE DEVELOPMENT AND BRAND ENHANCEMENT

These ongoing services will include a wide variety of projects on an as needed basis. Below is a list of expectations, but the scope is subject to change.

- Strategic marketing plans and calendars including tactics such as social, public relations and paid media.
- Public relations services including media communication, crisis proposal, press release creation and distribution, proactive efforts, media event execution and media kit creation.
- Graphic design services for a number of deliverables including but not limited to billboards, digital ads and printed materials.
- Audio/video production of commercials for traditional and digital media.
- Email campaign creation including both design and content (on Mailchimp platform).
- Content creation for website, social media, advertisements and more.
- Media buying.
- Photography and video capture.
- Ongoing reporting of key metrics and progress.

SECTION 3B – SCOPE OF WORK PACKAGE B

ANTICIPATED SCOPE OF WORK FOR WEBSITE AND DIGITAL PLATFORM:

- Design and develop a new website to represent also CRAA entities (Capital Region International Airport, Mason Jewett Field, and Port Lansing) following new brand guidelines
- Develop content for the new website
- Implement Search Engine Optimization best practices throughout the website, in both content and site structure
- Build on a Content Management System in WordPress that will be manageable by the CRAA staff once the website is launched.
- Fully responsive site for desktop, mobile and tablet use
- A full content audit to identify important features and pages
- Development of new information architecture and UI/UX as needed
- Uses industry benchmarking, research, and best practices to align the CRAA with industry leaders
- Integration with current ticketing system API to facilitate ticket purchases
- Solution for airline ticket sales within the new CRAA website
- Implementation of an event calendar tool
- Social media platform integrations
- Backend design that allows for quick and easy creation and editing of posts, pages and other content as needed by the CRAA
- Incorporate ad spaces/units into the site.
- Implementation of a publishing platform (blog / news section)
- Site search capabilities
- Integration with flight tracking data feed
- Integration of Google Analytics
- Mailchimp email marketing integration
- Loyalty/Rewards program capabilities that allow for capture of information as well as “member only” content
- Initial training with CRAA staff (up to 7 employees, one training session)
- Ongoing maintenance as larger changes are needed beyond internal expertise
- Website hosting

SECTION 3C - ANTICIPATED MILESTONE SCHEDULE:

The following is the anticipated schedule for the RFP Process:

Complete evaluation of Proposals to this RFP	April 2019
Interview Short-Listed Proposers (if required)	April 2019
Recommend Award of Agreement to Authority Board	April 2019
Notice to Proceed	April 2019

SECTION 4 – SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

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

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

SECTION 5A – SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA PACKAGE A

- 1) **EVALUATION PROCESS:** All Proposals received will be evaluated by an Evaluation Committee comprised, at a minimum, of Authority representatives from three different operating divisions/departments. Proposers shall not assume that any information shared with the Authority prior to this RFP will be considered in the evaluation process. The selection committee may or may not have prior knowledge of any discussions. Evaluation will be completed on the information submitted in the Proposal only. All proposals will be first evaluated for responsiveness, then responsibility. All responsive and responsible proposals will be evaluated on the following criteria, which are listed below in descending order of importance:
- a) Experience and Qualifications of the Proposer and Key Personnel
 - b) Anticipated Cost of Services
 - c) Evaluation of Work Samples, Client References, and Previous Performance (including CRAA if applicable) of the Firm and Key Personnel

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

2) GENERAL SUBMITTAL REQUIREMENTS:

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

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

information such as creative portfolio samples may be included but should be at the end of the proposal in an appendix.

Tab 1 – Agency Overview:

- I. Legal Name and DBA if applicable
- II. Number of employees
- III. Years in business
- IV. Address (if multiple addresses, list headquarters and address of location where work will be completed)
- V. Description of the organization and its history
- VI. Disadvantaged Business Enterprise
 - a. Please list any DBE certifications your firm currently holds such as minority owned, women owned or certified small business.

Tab 2 - Team, Experience, Qualifications and Past Performance

- I. Describe the firms experience in providing services being requested
- II. Background and resumes on key project team members
- III. Resumes for all remaining team members to be involved on project
- IV. Description of at least three (3) projects from within the past five (5) years that are similar in scope to the proposed project
 - a. Client name
 - b. Dates of service
 - c. Description of service
 - d. Client contact information
- V. List any planned sub-contractors who are to be a part of this project
- VI. Provide a portfolio of past work/case studies for similar clients or projects

Tab 3 – Project Details:

- I. Describe your agency's creative approach to the project
- II. Describe how you will deliver the work described in the scope of work
- III. Describe the workflow throughout this relationship
- IV. Describe the project management plan, including if project management hours will be billed to CRAA
 - a. If one project manager is to be used, ensure their information is included in Key Project Team Members section
- V. Provide an expected timeline to complete each of the deliverables listed below that your firm is qualified to complete:
 - a. Press Release
 - b. Billboard Design
 - c. Print Ad Creation
 - d. Five Facebook posts including graphics
 - e. 30 second Radio Spot
 - f. 30 second Television Spot
 - g. 3-minute Video Including One Day of On-Site Capture

Tab 4 – Pricing Structure:

- I. One original signed cost form must be included, the other three may be copies
- II. Pricing shall remain firm for acceptance for a period of 180 calendar days after the RFP closing date.

Tab 5 – Proposed Exceptions

Statement of Exceptions to RFP requirements: Provide a detailed description of any exceptions taken to the requirements of this RFP or form of agreement. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the Authority's RFP are to be identified and failure to do so shall make the proposal non-responsive. Authority's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements.

Tab 6 – Letter of Transmittal (See Section 6, Exhibit A)

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

SECTION 5B – SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA PACKAGE B

- 1) **EVALUATION PROCESS:** All Proposals received will be evaluated by an Evaluation Committee comprised, at a minimum, of Authority representatives from three different operating divisions/departments. Proposers shall not assume that any information shared with the Authority prior to this RFP will be considered in the evaluation process. The selection committee may or may not have prior knowledge of any discussions. Evaluation will be completed on the information submitted in the Proposal only. All proposals will be first evaluated for responsiveness, then responsibility. All responsive and responsible proposals will be evaluated on the following criteria, which are listed below in descending order of importance:
- a) Experience and Qualifications of the Proposer and Key Personnel
 - b) Anticipated Cost of Services
 - c) Evaluation of Work Samples, Client References, and Previous Performance (including CRAA if applicable) of the Firm and Key Personnel

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

2) **GENERAL SUBMITTAL REQUIREMENTS:**

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information such as creative portfolio samples may be included but should be at the end of the proposal in an appendix.

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- V. Description of the organization and its history
- VI. Disadvantaged Business Enterprise
 - a. Please list any DBE certifications your firm currently holds such as minority owned, women owned or certified small business.

Tab 2 - Team, Experience, Qualifications and Past Performance

- I. Describe the firms experience in providing services being requested
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- III. Resumes for all remaining team members to be involved on project
- IV. Description of at least three (3) projects from within the past five (5) years that are similar in scope to the proposed project
 - a. Client name
 - b. Dates of service
 - c. Description of service
 - d. Client contact information
- V. List any planned sub-contractors who are to be a part of this project
- VI. Provide a portfolio of past work/case studies for similar clients or projects

Tab 3 – Project Details:

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- II. Describe how you will deliver the work described in the scope of work
- III. Describe the workflow throughout this relationship
- IV. Describe the project management plan, including if project management hours will be billed to CRAA
 - a. If one project manager is to be used, ensure their information is included in Key Project Team Members section
- V. Provide an anticipated schedule of work

Tab 4 – Pricing Structure:

- I. One original signed cost form must be included, other three may be copies
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Statement of Exceptions to RFP requirements: Provide a detailed description of any exceptions taken to the requirements of this RFP. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the Authority's RFP are to be identified and failure to do so shall make the proposal non-responsive. Authority's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot

comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements.

Tab 6 – Letter of Transmittal (See Section 6, Exhibit A)

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

SECTION 6 – REQUIRED FORMS

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

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

If a corporation, state of incorporation: _____

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

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

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

Key Personnel:

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

EXHIBIT B – PRICING SHEET

Package A Cost Form	
<p style="text-align: center;">Total Anticipated Cost (provide individual cost/hour requirements for each line item)</p> <ul style="list-style-type: none"> -Branding Work Listed Under “Anticipated Scope of Work for Branding” pg. 8 <ul style="list-style-type: none"> -Press Release -Billboard -Print Ad Creation -Five Facebook posts including graphics <ul style="list-style-type: none"> :-30 Radio Spot :-30 Television Spot -3 minute Video Including One Day of On-Site Capture 	
<p style="text-align: center;">Agency’s Hourly Rate (If not blended breakdown by department/task)</p>	
<p style="text-align: center;">Production Management Cost (Markup if any, or hourly cost)</p>	
<p style="text-align: center;">Any Discounts Extended to the CRAA</p>	
<p style="text-align: center;">Authorized Signature</p>	

EXHIBIT B – PRICING SHEET (continued)

Package B Cost Form	
Total Anticipated Cost	
Hourly Rate for Ongoing Updates/Maintenance	
Annual Hosting Cost	
Any Discounts Extended to the CRAA	
Authorized Signature	

EXHIBIT C – REFERENCES

Name of Proposing Company: _____

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

Company Name

Address

City, State, Zip

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

Phone Number

Email Address

Description of Project

Project Start Date

Project Completion Date

ATTACHMENT A – FORM OF AGREEMENT

The successful Proposer(s) and the Airport Authority shall be required to sign the following Form of Agreement.

FORM OF AGREEMENT

Parties:	Capital Region Airport Authority (the “ Airport Authority ”)	_____ (the “ Agency ”)
Address:	4100 Capital City Boulevard Lansing, MI 48906	_____ _____

This Master Services Agreement (“**Agreement**”) is entered into _____, 2019 (the “**Effective Date**”) between the Airport Authority and the Agency. The Airport Authority and the Agency are each referred to as a “**Party**” and collectively as the “**Parties.**”

BACKGROUND

- A. The Agency is engaged in the business of providing various business services to its customers including _____.
- B. The Agency responded to a Request for Proposal (“**RFP**”) by the Airport Authority dated _____.
- C. Based on the Agency’s response to the RFP, the Agency desires to provide services and the Airport Authority desires the Agency to render services as described from time to time in a Statement of Work, if any, which Statement of Work will be incorporated as an integral part of this Agreement.

AGREEMENT

The Parties agree as follows:

1. **DEFINITIONS.** As used in this Agreement and in addition to any other terms defined in this Agreement, the following defined terms will have the meanings below:
 - a. “**Agreement**” means this Agreement, together with all addendums, exhibits and other attachments, including without limitation each Statement of Work, if any, the Request for Proposal (RFP) and the Agency’s response to the Request for Proposal, all of which will be attached to this Agreement.
 - b. “**Background Technology**” means all Code, information, data, documentation, inventions, processes, ideas, inventions, discoveries, techniques, trade secrets, knowledge, and know-how, whether patentable or not, created or developed by or for the Agency prior to the date of this Agreement.
 - c. “**Changes**” means any documented updates, upgrades, additions, and modifications to the Services or to the Deliverables, and any new or additional works or services based in whole or in part on the Deliverables. When documented, the Change will be a Change Order.
 - d. “**Code**” means computer programming code, including both object code and source code within the general meaning customary in the software industry.
 - e. “**Confidential Information**” means: (a) information of a Party in all forms which has economic value, actual or potential, from not being generally known and

not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (b) other information that is provided to or obtained by a Party and that is valuable to the other Party and not generally known by the public. Additionally, Confidential Information will include any information that is identified as confidential at the time of disclosure or is information the receiving party should reasonably understand to be confidential. Confidential Information will not include information if and only to the extent that the recipient establishes that the information: (i) is or becomes a part of the public domain through no act or omission of the recipient; (ii) was in the recipient's lawful possession prior to the disclosure and had not been obtained by the recipient either directly or indirectly from the disclosing party; (iii) was lawfully disclosed to the recipient by a third party without restriction on disclosure; (iv) was independently developed by the recipient; or (v) was disclosed by the recipient pursuant to a requirement of a governmental agency or by operation of law, provided that the recipient will disclose only that part of the Confidential Information which it is required to disclose and will notify the owner prior to such disclosure.

f. **"Content"** means digital assets including, but not limited to, text, images, photos, sounds, videos, animations, and the Airport Authority trademarks (i) created by the Airport Authority and delivered to the Agency for the Services, or (ii) developed or customized by the Agency for the Airport Authority under to this Agreement.

g. **"Deliverables"** means the Documentation, Content, and deliverables set forth in the Statement of Work associated with the Services and reasonably required by implication from the Statement of Work.

h. **"Documentation"** means any manuals, specifications, instructions, or other materials in any medium, related to the function, operation, or performance of the Deliverables and delivered to the Airport Authority under this Agreement, and any other Deliverable that is not software or Content.

i. **"Milestone Task"** means certain Services performed by the Agency pursuant to the Statement of Work at designated due dates that will trigger payment of invoices and the Airport Authority approval unless otherwise agreed in the Statement of Work.

j. **"Services"** means the scope of work to be performed by the Agency pursuant to a Statement of Work plus those reasonable requirements implied from the Statement of Work, which may include the creation of Deliverables.

k. **"Statement of Work"** means the document(s) by which the Airport Authority orders the Services, and which set forth the scope of work and service fees agreed to by the Parties, and is signed by both Parties. A Statement of Work is not effective against the Airport Authority unless the Statement of Work is approved and signed by _____ or _____.

2. **SERVICES.**

a. **Description of Services.** The Agency agrees to provide the Services to the Airport Authority. The Agency has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Services to be performed by the Agency under this Agreement, unless otherwise provided

under this Agreement. The Airport Authority, by the Statement of Work, will direct the Agency on the objectives to be achieved, the specifications that the Services must meet, and the level of performance to be achieved. The Agency will have no obligation under this Agreement to perform any Services if no Statement of Work is signed by the Airport Authority.

b. Manner of Performance. The Agency will provide the Services in accordance with the requirements of the applicable Statement of Work. The Agency will, before commencing any performance, submit an itemized work plan with Milestone Tasks for performance and will render periodic written reports covering any and all phases of the Services. The Agency may engage Consultants to perform the Services. The Agency must engage each Consultant by a written agreement which will bind the Consultant to the terms of this Agreement that bind the Agency. “**Consultants**” means the Agency’s employees and third party subcontractors or agents. The Agency will have sole control over the work of all of the Agency’s Consultants and the manner in which it is performed, provided that the requirements of each Statement of Work are met. The use of third parties will not relieve the Agency of its obligations under this Agreement. At any time, and without additional expense to the Airport Authority, the Airport Authority may reject any third party or Consultant used by the Agency to perform any portion of the Services. The Agency will then immediately replace the rejected party with a replacement acceptable to the Airport Authority. The Airport Authority will not unreasonably withhold its approval of a Consultant proposed by the Agency. Any Consultant hired by the Agency will not be an additional expense to the Airport Authority unless an appropriate Change Order is executed by the Airport Authority. The Agency will not commence work until it is given a notice to proceed and the Agency has submitted all the necessary documents required by the Airport Authority.

c. Cooperation. The Airport Authority and the Agency agree to cooperate with each other to achieve the completion of the Statement of Work and the submission of Deliverables. Upon written request by the Agency, the Airport Authority will supply information and data as reasonably required by the Agency to perform its duties pursuant to the Statement of Work. The Agency will use its best efforts to complete the Statement of Work and submit the Deliverables. The Airport Authority does not warranty the information and data that it provides to the Agency. The Agency will conduct its own due diligence, analysis, and various site visits to verify any information and data provided by the Airport Authority. Unless objection is made by the Agency regarding any incorrect information and data, such information and data will not excuse performance by the Agency.

d. Changes. Any changes to the Work precipitated by the Airport Authority, the Agency, or any third parties, will be pursuant to a written Change Order that must include any relevant requirements, project plan, scope, specifications, design, software, hardware, or related system environment or architecture, plus any addition or deduction of fees. A Change Order must be executed before the Agency commences any work that requires a Change Order. The Agency will not be relieved of performance or be able to submit a request for additional fees absent a fully executed Change Order prior to the commencement of the work.

3. OWNERSHIP.

a. Ownership. Except as described in this Section, the Airport Authority owns all right, title, and interest in the final Deliverables, including all intellectual property rights in the final Deliverables, which will be considered works made for hire by the Agency for the Airport Authority and owned exclusively by the Airport Authority. The

Agency does not own any rights in the final Deliverables except as expressly set forth in this Agreement.

b. Background Technology; License to the Agency. The Agency owns all right, title, and interest in the Background Technology and all intellectual property rights in it, and grants to the Airport Authority an unlimited, non-exclusive, worldwide, royalty-free, transferable, and perpetual license to use, reproduce, create derivative works from, incorporate into other works, and make any other lawful use of the Agency's Background Technology to the extent that it is incorporated into the Deliverables.

c. Ownership of Code. The Airport Authority will own all Code that is created by the Agency as part of the Services, some or all of which may be part of the Deliverables.

d. Content License to the Agency. During the term of this Agreement, the Airport Authority grants to the Agency an unlimited, non-exclusive, worldwide, royalty-free, and transferable license to use the Content solely in connection with the Services to the Airport Authority, and all other rights necessary for the performance of the Services to the Airport Authority.

e. Ownership of Content. The Airport Authority will own all right, title, and interest in and to the Content and all intellectual property rights in the Content. To the extent the Agency develops or customizes any Content, such Content is intended to be a work-made-for-hire and owned exclusively by the Airport Authority.

f. License to Use Name and Logo of Airport Authority. The Agency may not use any of the Deliverables in its demo reel, client samples, or similar marketing materials without the express written consent of the duly authorized officer of the Airport Authority.

4. FEES AND PAYMENTS.

a. Fixed Rate Fees. In the case that the Agency and the Airport Authority agree on a fixed rate for the Services and the Parties have established the Statement of Work, any changes that may be required beyond the agreed-upon Statement of Work must be agreed to in writing signed by both Parties. The Airport Authority is not responsible to pay any fixed rate amount exceeding the fixed amount approved in a Statement of Work signed by both Parties. Following the completion of Milestone Tasks, the Airport Authority will review and either approve or object to such work within 14 days.

b. Service Fees. For all service fees other than the Fixed Rate Fees above, the Agency will be paid on the basis of time and charges at a price not to exceed the budget for performance pursuant to the Statement of Work. The time and charges will be submitted by the Agency on a per hour basis pursuant to their budget on a not to exceed basis. In the event that the Statement of Work changes or a new Statement of Work is agreed to by the parties, there must be a similar agreement regarding the amount of time and charges at a price not to exceed. The Agency's budget must also include a statement as to the amount on a percentage basis for overhead and an amount for profit on a percentage basis.

c. Invoice and Payment. Upon completion of Milestone Tasks contained in the Statement of Work, the Agency will invoice in detail a description of the completed work for each Milestone Task, including the time and charges involved. Payments by the Airport Authority shall be due within 45 days after receipt of the invoice by the Airport Authority.

d. Time and Cost Estimates. The Agency will submit its estimate of time and charges and a budget required to carry out the Services as stated in the

Statement of Work and reasonably implied therein. The Statement of Work is deemed sufficient for the Agency to provide its estimates and budget unless the Agency timely submits in writing any clarifications for additional information.

e. Expenses. The Agency will be responsible for all of its expenses. Such expenses for example only, include but are not limited to: taxes, overhead, employee benefits, healthcare, insurances, retirement, pension plans, and all other costs associated with performing the Services, except as specifically stated in its response to the RFP for those expenses out-of-pocket that would be expected to be incurred in the performance of the Statement of Work or implied therein, which expenses will be defined by category and preauthorized by the Airport Authority. Preapproved expenses will be listed on an attached schedule as direct expense reimbursables without any mark-up. The schedule of expenses may be amended from time to time in writing signed by both Parties. Otherwise, expenses incurred by the Agency will not be approved for reimbursement. Any third-party fees or Consultant fees must likewise be specifically approved by the Airport Authority prior to the commencement of the Services under an appropriate Statement of Work.

f. Consultants and Third Parties. Consultants and third parties engaged by the Agency will be an additional cost only when initially preapproved by the Airport Authority in writing. The cost for any Consultant or third party will be at a direct hire reimbursement cost without any mark-up for overhead and profit by the Agency, unless approved by the Airport Authority.

g. Invoice Timing. The Agency will submit invoices in a timely manner under this Agreement, but not later than 90 days after completion of a project or task. Invoices submitted later than one hundred twenty 120 days after completion of a project or task will not be paid, and the Agency waives any and all claims and liabilities for invoices which it fails to submit as required by this Agreement. The Airport Authority will make final payment within 90 days of the Airport Authority's determination of all undisputed amounts due and owing.

h. Invoice Procedures. The Agency will submit invoices as indicated in the Statement of Work. The Agency will send invoices to _____. All invoices will contain the information required by this Section, and any other requirements reasonably requested by the Airport Authority.

i. Audit Rights. The Airport Authority has the right to audit the Agency's records relating to the Services at any time. The Airport Authority's audit rights include, but are not limited to, inspecting records to verify personnel hours (by payroll classification, billing rate, or direct hours) spent on any project, all invoices for reimbursable expenses (whether by the Agency, any third party, or any Consultant), and overhead rates and charges. In the event that an audit reveals any discrepancy in an invoice or other record, then the Parties will pay any amounts necessary to resolve any discrepancy within 30 days of the notice of discrepancy. If the Airport Authority discovers a discrepancy of greater than 5 percent of the correct and verifiable amount, then the Agency will reimburse the Airport Authority for costs of the audit.

j. Retention of Books and Records. The Agency must have a record retention procedure to maintain its books and records for any work performed for the Airport Authority for a period of 7 years from the date of final performance. The Agency will follow standard accounting practices at all times in compliance with the submission of costs and responses to requests for an audit by the Airport Authority. An audit by the Airport Authority may also include any Federal Aviation Administration inspection or governmental agencies.

5. **CONFIDENTIALITY.**

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

b. **Term.** The obligations of the recipient of Confidential Information under this Section with regard to the Confidential Information will exist during the Term and survive the termination of the Agreement.

6. **WARRANTIES, REPRESENTATIONS AND ACKNOWLEDGEMENTS.**

a. **Warranty.** The Agency warrants, for the benefit of the Airport Authority and for a period of 6 months after delivery of the Deliverables, that (i) the Deliverables will conform in all material respects to the Statement of Work; and (ii) any third party hardware or software required to operate any of the Deliverables has been identified in the Statement of Work.

b. **Authority.** The Agency is a **[type of entity]** duly organized, validly existing, and in good standing under the laws of **[Michigan]**. The Agency has full corporate power and authority to enter into this Agreement. This Agreement is a valid and binding agreement, enforceable against the Agency according to its terms. The individual executing this Agreement for the Agency has full authority to bind the Agency to the terms of this Agreement.

c. **Compliance with Laws.** The Agency will comply with all applicable federal, state, and local laws, rules, codes, ordinances, regulations, and license requirements at all times during the Term, including all non-discrimination laws. Additionally, the Agency will comply with the Airport Authority's ethical rules and security procedures, and all other rules and procedures of the Airport Authority.

d. **Standard of Care.** The Services will be performed by the Agency and its Consultants with the best care and best skill used by experienced individuals working on projects of similar scope and complexity. Each of the Agency's Consultants and agents will be qualified to perform the Services under this Agreement.

e. **Necessary Expertise.** The Agency represents and warrants that it has the necessary professionals, licensees, staff, equipment, knowledge, and expertise to perform the Services and complete the Deliverables as required in this Agreement and as stated or implied in the Statement of Work, and it acknowledges that it can perform the Services and Deliverables as required by this Agreement within the dates and times as required by the Airport Authority.

f. **Extraordinary Measures.** That in the event that the Agency falls behind in the submission of the Deliverables pursuant to the due dates for Milestone Tasks or is otherwise not performing to the standards and times as desired by the Airport Authority pursuant to this Agreement, the Agency will use extraordinary measures to add additional professionals and staff to speed the process of completing the Deliverables.

g. **Reliance.** The Agency acknowledges that the Airport Authority is relying upon the expertise, experience, and representations of the Agency for the

performance of the Services and for the Airport Authority to obtain the Deliverables as required in this Agreement and as delineated and implied in the Statement of Work.

h. Project Manager. The Agency will, with its proposal pursuant to the RFP, specifically name the professionals in charge of this project and the project manager who will be assigned to this project full-time. The Agency has the continuing duty to immediately update the Airport Authority upon any change in such professional or project manager.

7. TERM AND TERMINATION

a. Term. This Agreement will commence upon execution of a Statement of Work by the Airport Authority and the Agency and continue until terminated by either Party as provided in this Agreement (the “**Term**”). This Agreement applies to all Statements of Work executed during the Term.

b. Termination by Either Party. Either Party may terminate this Agreement prior to the end of the Term at any time upon giving written notice as follows:

i. In the event that the other Party fails to discharge any material obligations or remedy any material default under this Agreement or a Statement of Work for a period of 30 days after the notifying Party has given the other Party written notice specifying such failure or default, and such failure or default is not cured during this 30-day period; or

ii. Immediately upon the event that the other Party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor’s moratorium; or

iii. In the event that there has been no outstanding Statement of Work during the preceding 12 months, then either Party may terminate this Agreement by providing written notice to the other Party.

c. Termination by Airport Authority.

i. The Airport Authority may terminate this Agreement at any time without cause or may terminate for convenience by providing 30 days’ written notice to the Agency.

ii. The Airport Authority may terminate this Agreement immediately, if the Agency engages in any conduct, act, or omission that could cause reputational harm to the Airport Authority, in the Airport Authority’s reasonable discretion.

d. Post-Termination Rights. Termination of this Agreement will not limit the Airport Authority from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve the Airport Authority of its obligation to pay all fees due and payable under this Agreement that became due and payable prior to the termination of this Agreement.

e. No Right to Lost Profits. The Agency acknowledges that it has no right to any lost profits upon termination for any unperformed Work.

f. Survival of Terms. Upon termination or expiration of this Agreement, all provisions of this Agreement concerning the ongoing interests of the

Parties will continue and survive in full force and effect, including, without limitation, the warranty provisions and the Parties' confidentiality obligations.

g. Post Termination. Upon termination, the Agency will supply to the Airport Authority all of its documentation, drafts, preliminary drafts, completed Deliverables, partially completed Deliverables, and any other documents, diagrams, schematics, images, or photos related to the project.

8. **INSURANCE.** At all times during the Term, the Agency must have adequate insurance, in the sole discretion of the Airport Authority. If requested by the Airport Authority, the Agency must add the Airport Authority as an additional insured to the Agency's relevant insurance policies, excluding insurance policies for workers compensation and professional liability. At any time during the Term, the Airport Authority may require the Agency to obtain additional insurance in order to protect the Airport Authority and its interests. The insurance certificates must be submitted to the Airport Authority by the Agency prior to the Agency undertaking the performance of any work under this Agreement. The detailed insurance requirements will be stated on Exhibit B to this Agreement as to coverage amounts for general liability, professional liability, umbrella liability coverages, workers compensation coverage, contractual liability, and automobile coverage. All insurance coverages will be maintained for a period of at least 4 years from date of final performance. Where possible, the insurance carrier will agree that there will be no termination of coverage without 30 days' prior written notice to the Airport Authority. All insurance carriers will be approved by the State of Michigan and be rated A or better by AM Best.

9. **NON-DISCRIMINATION REQUIREMENTS.**

a. Prohibited Discrimination. The Agency must not:

i. Refuse to recruit, hire, employ, or promote, bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of religion, race, color, creed, national origin, age, height, weight, marital status, handicap, sex or sexual orientation, of any individual.

ii. Limit, segregate, or classify an employee or applicant for employment in a way that deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of religion, race, color, creed, national origin, age, height, weight, marital status, handicap, sex or sexual orientation.

iii. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Agency indicating a preference, limitation, specification, or discrimination based upon religion, race, color, creed, national origin, age, height, weight, marital status, handicap, sex or sexual orientation.

iv. Make or use a written or oral inquiry or form of application that elicits or attempts to elicit information concerning the religion, race, color, creed, national origin, age, height, weight, marital status, handicap, sex or sexual orientation of prospective employees.

v. Make or keep a record of information described in subparagraph (iv) above, or disclose that information.

vi. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, sex or sexual orientation.

vii. Discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with this Agreement with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, creed, national origin, age, height, weight, marital status, handicap, sex or sexual orientation.

b. The Agency must notify any Consultants of the obligations relative to nondiscrimination under this Agreement. The Agency must include the provisions of this Section in any subcontract, as well as provide the Airport Authority a copy of any subcontract agreement with a third party or Consultant.

c. The Agency must not discriminate against any minority business enterprises (“MBEs”) or women business enterprises (“WBEs”) in selecting and retaining Consultants to perform work under this Agreement.

d. Breach of this Section is a material breach of this Agreement at the discretion of the Airport Authority.

e. If the Agency does not comply with the non-discrimination provisions of this Agreement, the Airport Authority may impose sanctions as it determines to be appropriate, including but not limited to cancellation, termination or suspension of this Agreement, in whole or in part, and the withholding of payments otherwise claimed due and owing to the Agency.

10. **INDEMNIFICATION.**

a. Indemnification by the Agency for Infringement. If a third party claims that any of the Deliverables infringes its patent, copyright, or trademark or violates its trade secrets or other intellectual property, the Agency will indemnify, defend, and hold harmless the Airport Authority from and against such third party claim and all losses, damages, expenses, costs, and other liabilities arising therefrom, including attorneys’ fees. The Agency will not settle any such claim or cause of action in a manner that admits wrongdoing on the part of the Airport Authority or incurs financial liability on the part of the Airport Authority, without obtaining the Airport Authority’s prior written consent, such consent not to be unreasonably withheld. The Airport Authority retains at all times the right to engage independent counsel of its own choosing at the Airport Authority’s expense. If any such claim is made or is likely to be made (in the Airport Authority’s sole judgment), the Agency will, at its discretion, either obtain the right for the Airport Authority to continue to use the affected Deliverable, modify or replace the affected Deliverable, provided the performance thereof and compliance with the Statement of Work and the Warranty provisions of Section 6 are not adversely affected in any material manner, or refund the amounts paid by the Airport Authority for the Deliverable. This Section will not apply to, and the Agency will have no any obligations hereunder with respect to, claims of

infringement arising from any Content created by the Airport Authority or Changes to the Deliverables by the Airport Authority or by third parties on the Airport Authority's behalf.

b. Indemnification by the Agency Generally. To the extent permitted by law, the Agency shall hold harmless and indemnify the Airport Authority and its agents and employees from and against any and all liability, loss, claims, potential claims, demands, suits, costs, fines, and expenses including attorneys' fees, expert witness fees, and interest, and any other liability whatsoever arising out of, or in connection with, the performance of any the Services or any work relating to this Agreement; or a breach of contract in any manner, directly or indirectly, by any act or omission, negligent or otherwise, of the Agency or any person or persons acting for or on behalf of the Agency. It is specifically provided, however, that the Agency will not be required to indemnify the Airport Authority for any damages arising out of or to the extent caused by the Airport Authority's negligence or breach of contract. The foregoing obligations of the Agency include direct claims by the Airport Authority against the Agency without the necessity of a third-party claim. The obligations stated above of the Agency are not limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Agency, or an employee of the Agency, or a subcontractor of the Agency under workers compensation acts, disability benefit acts, or other employee benefits acts. The coverage provided by the Agency will include negotiating, settling, litigating, arbitrating, mediating, or indemnifying or holding harmless the Airport Authority in any administrative proceeding.

11. LIMITATION OF REMEDIES. In the event of the Airport Authority's breach of this Agreement, the Agency's sole remedy will be in an action for damages. In no event will the Agency be entitled to injunctive or other equitable relief or to restrain or interfere with the operation, marketing, or other functions of the Airport Authority.

12. DISPUTES.

a. General. The occurrence of disputes between the Airport Authority and the Agency, or legal proceedings arising from such disputes, will not relieve the Agency of its obligation to properly and expeditiously perform the Services in compliance with the requirements of this Agreement.

b. Notice. The Agency will inform the Airport Authority, in writing, no later than 5 calendar days of the discovery of any dispute arising from or relating to this Agreement and no later than 5 calendar days after which the Agency should have discovered any dispute arising from or related to this Agreement. The Airport Authority will not be liable to compensate the Agency for any additional costs accrued more than 5 calendar days before the Airport Authority received written notice of that dispute, and the Agency waives and releases the Airport Authority from any and all claims and liabilities which the Agency failed to properly provide a written notice of dispute as required by this Agreement. Notification of a dispute does not infer or result in any liability on behalf of the Airport Authority. Notwithstanding the above, the Agency may not suspend work or delay the performance of the Services during the pendency of a dispute.

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

d. Option to Arbitrate. At the Airport Authority's sole and exclusive option, for which separate consideration is acknowledged as received, any and all disputes between the Parties will be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In the Airport Authority's sole discretion, it may require one or three arbitrators to be the

arbitration panel. The costs of such arbitration will be paid equally by the Parties and each Party will be responsible for its own attorneys' fees, costs and expenses, except as otherwise provided below. The determination of the arbitrator or arbitrators shall be final and binding. The arbitration award may be entered as a final judgment in any court having appropriate jurisdiction. The arbitration will be held in the metropolitan Lansing, Michigan area. Any dispute as to whether a controversy or claim is subject to arbitration must be submitted as part of the arbitration proceeding. Legal costs, actual attorneys' fees, and the fees of expert witnesses may be assessed against any person found to have acted in bad faith.

13. **SECURITY AND CLEARANCE.**

a. When requested by the Airport Authority, all employees, personnel, professional staff, Consultants, and other third parties must submit their information and personal data to receive clearances from the Airport Authority. In addition, no one will be admitted to the premises unless they have received an Airport Authority clearance permitting them to access various restricted areas.

b. The Agency and all of its employees, Consultants, third parties, and others must adhere to all of the security procedures of the Airport Authority.

c. The Agency and all of its employees, Consultants, third parties, and others must adhere to all of the safety procedures of the Airport Authority and acknowledge that the premises are to be a drug-free workplace. No smoking is permitted on the premises of the Airport Authority.

d. The Airport Authority reserves the right to request that an individual, employee, staff person, professional, third party, or Consultant be removed from the project or Airport Authority premises, which request will not be unreasonably made.

14. **SAFETY.** The safety of the Agency is the sole obligation and duty of the Agency. The Agency will submit to the Airport Authority a safety plan to protect its employees, Consultants, third parties, and those in proximity of the Agency's activities while on the Airport Authority premises.

15. **UNDERSTANDING.** The Agency has reviewed, read, and understands this Agreement and all of its attachments and exhibits.

16. **TIME IS OF THE ESSENCE.** The Parties acknowledge that time is of the essence for the performance of the Services under this Agreement, the Statement of Work, and the Deliverables.

17. **NOT IRAN-LINKED BUSINESS.** The Agency must execute a certificate that it is not an Iran-linked business. See attached Exhibit C.

18. **NO CONFLICT OF INTEREST; DEBARMENT, FOREIGN AFFILIATION.** The Agency acknowledges that in accepting this Agreement with the Airport Authority and performing the Services it does not and will not have any conflict of interest during the Term. The Agency avers that it is not subject to any debarment that would prohibit it from executing this Agreement or performing Services under this Agreement. The Agency further avers that none of its employees are citizens of any foreign government nor affiliated with any entity listed under the United States Trade Restrictions. The Agency or

any person associated with the Agency as an owner, partner, director, officer, principal, project director, manager, auditor, or position involving administration: (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; (b) has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past 3 years and; (c) does not have a proposed debarment proceeding pending and has not been indicted, convicted or had a civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the last 3 years; and all Consultants and subcontractors of the Agency will comply with the certifications required in this paragraph.

19. **NATIONAL EMERGENCY.** In the event of a national emergency, the Agency agrees to subordinate any and all of its rights to that of the United States of America or other governmental entity during a time of war or national emergency or military use or any other actions needed by the federal government or the government of the State of Michigan.

20. **GENERAL PROVISIONS.**

a. **Relationship of Parties.** This Agreement will not be construed to create any relationship of employer and employee, partnership, joint venture, or agency relationship or to authorize either Party to enter into any commitment or agreement which is binding on the other Party. The Parties are independent contractors with respect to each other.

b. **Assignment.** The Agency may not assign, sublicense, or otherwise transfer this Agreement, to any third party without the prior written consent of the Airport Authority.

c. **No Waiver.** No delay or failure in exercising any right under this Agreement and no partial or single exercise will be deemed to constitute a waiver of such right or any other rights under this Agreement except as required elsewhere in this Agreement. No consent to a breach of any express or implied term of this Agreement will constitute a consent to any prior or subsequent breach.

d. **Notices.** All notices required to be given under this Agreement will be given in writing and will be delivered to the signatory at the address set forth in the last effective Statement of Work, or such other person and address as may be designated from time to time in writing, either (a) by certified mail with proper postage affixed thereto, (b) by nationally recognized overnight courier, or (c) by email or facsimile (with confirmation copy subsequently sent to the other Party by registered mail). All such communications will be deemed received by the other Party upon the earlier of actual receipt or actual delivery. All deliveries will be deemed delivered no later than 3 calendar days after proof of mailing.

e. **Severability.** If any provision of this Agreement is unenforceable, such provision will be ineffective only to the extent of such unenforceability, so that the remainder of that provision and all remaining provisions of this Agreement will be valid and enforceable to the fullest extent permitted by applicable law; provided that the overall intent of the Agreement will remain in full force and effect.

f. **Force Majeure.** Neither Party will be liable for delay in any of its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, an act of God, war, or a natural disaster.

g. **Governing Law.** This Agreement will be governed and interpreted in accordance with the laws of the State of Michigan without regard to conflicts of laws principles. The Agency consents to submit to the exclusive jurisdiction of the State of

Michigan, County of Clinton, and federal courts in the Western District of Michigan, State of Michigan, U.S.A.

h. Complete Agreement. This Agreement, including any Statements of Work, supersedes in full all prior discussions and agreements, oral and written, between the Parties and constitutes the entire understanding of the Parties relating to the matters set forth herein.

i. Amendment or Modification. No amendment or modification of this Agreement will be valid or binding upon the Parties unless it is in writing and signed by the duly authorized officers of the Parties.

j. Conflicts Between a Statement of Work and this Agreement. In the event that there is a conflict between the terms actual or implied in this Agreement and (i) the Statement of Work, or (ii) the Request for Proposal, or (iii) the proposal of the Agency, the terms of this Agreement will prevail over the other documents. When the conflicts cannot be resolved in terms of the priority stated above, the decision of resolving the conflict will be in the Airport Authority's sole discretion.

k. Ambiguity. In the event there remains an ambiguity in any of the Agreement documents, it will be interpreted by the Airport Authority in its sole discretion which will be binding upon the Parties.

l. Counterparts and Date of Agreement. This Agreement may be executed in one or more counterparts, and when all of them are put together it will be a binding Agreement with the Effective Date of the Agreement as shown on the first page of this Agreement.

n. Law. The Agency agrees to comply with all statutes, laws, regulations, and guidelines that relate to the Services and/or the Airport Authority for whom the Agency is performing services.

[Signature page follows]

The Parties have caused this Agreement to be effective as of the Effective Date.

AIRPORT AUTHORITY: Capital Region Airport Authority By: _____ _____, _____ Date: _____ _____	AGENCY: <i>[Agency]</i> By: _____ Its: _____ _____ Date: _____ _____
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(insert)

APPENDIX A
STATEMENT OF WORK (SOW)

(insert)

APPENDIX B
STATEMENT OF WORK (SOW) PRICING

(insert)

APPENDIX C

INSURANCE COVERAGES AND AMOUNTS

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

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

APPENDIX D

MISCELLANEOUS REQUIREMENTS

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

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

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

F. Safety Requirements

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

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

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

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

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

APPENDIX E

ANTI-TERRORISM CERTIFICATE

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

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

Dated: _____

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

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