

**REQUEST FOR PROPOSAL**

**53’ Custom Marching Band Trailer**

**Prepared By: Don Gratton**

**586-783-6550**

**Date: April 7, 2025**

**Due Date of Bid: 2:00 p.m. on April 18, 2025**

**Please complete the section below and include this page as the first page of the bid package:**

|  |  |
| --- | --- |
| **Bidder/Vendor Name:** |  |
| **Representative Name:** |  |
| **Street Address:**  |  |
| **City, State and Zip**  |  |

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| **Phone:** |  | **Fax:** |  |

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| **Email:** |  |

**REQUEST FOR PROPOSAL**

L’Anse Creuse Public Schools is seeking proposals for the provision of 53’ custom marching band trailer, The contact for this procurement is Don Gratton, 24400 F. V. Pankow Boulevard, Clinton Township, Michigan 48036 Telephone: 586-783-6550, extension 1100, e-mail, grattdo@lc-ps.org.

Bids will be accepted via email or hard copy, Date Due: December 18, 2024, Time Due: 4:00 p.m. Bids must be signed by a representative of the company submitting the bid. Hard copies of the Bid must be delivered in person or sent by mail to:

 **Don Gratton**

 **L’Anse Creuse Public Schools**

 **Larry F. Brender Support Services Building**

 **24400 F. V. Pankow Boulevard**

 **Clinton Township, MI 48036**

**To be valid bids must be received no later than 2:00 p.m. on April 18, 2025.**  Bids received after this date and time will not be accepted or considered.

All Vendors submitting Proposals must provide a sworn and notarized statement disclosing any familial relationship that exists between the owner or key employee of the Bidder submitting a Proposal, and any member of the L’Anse Creuse Public Schools District Board of Education, the L’Anse Creuse Public Schools District Superintendent, or the Assistant Superintendent of Business & Operations. The District will not accept a Proposal that does not include this sworn and notarized disclosure statement.

All Vendors submitting Proposals must provide a sworn and notarized Affidavit of Compliance pursuant to the Iran Economic Sanctions Act, Michigan Public Act No.517 of 2012. The District will not accept a Proposal that does not include this sworn and notarized disclosure statement.

The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Bid, and the right to award the Contract to other than the Proposer submitting the best financial bid (low bidder). The School District reserves the right to request additional information from any or all Proposers.

**GENERAL TERMS AND CONDITIONS**

1. **Objective:**
L’Anse Creuse Public Schools is seeking proposals for the provision for one 53’ Custom Marching Band Trailer. Please see the Scope & Background Information section for further details on the project.
2. **Bidding on This Project:** Each Proposal must be submitted completed as provided in the RFP. No alteration, erasure, or addition is to be made in the typewritten matter or changes to the Bid Table (except for required information to be provided by the Vendor). Failure to follow this instruction may result in disqualification.
3. **Project Timeline:** All pertinent dates for submission of bids are included in this document as posted.
4. **Delivery of Proposals:** Date Due: April 18, 2025, Time Due: 2:00 p.m. Bids must be signed by a representative of the company submitting the bid. Electronic copies can be emailed to Don Gratton at grattdo@lc-ps.org, subject line to read “Trailer Bid”. Printed copies of the Bid must be delivered in person or sent by mail to:

 **Don Gratton**

 **L’Anse Creuse Public Schools**

 **Larry F. Brender Support Services Building**

 **24400 F. V. Pankow Boulevard**

 **Clinton Township, MI 48036**

1. **Late Proposals:** Any Proposals or revisions received after the due date will not be accepted or considered.
2. **Restrictions on Communication:** From the issue date of this RFP until a Vendor is contacted by the School District, a Vendor shall not communicate about the subject of the RFP or a Vendor’s Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees except as detailed below. The School District reserves the right to request additional information from any or all Vendors.
3. **Questions Regarding the Project:** Requests that the School District clarify information contained in this RFP are allowed. Any requests for clarification or questions regarding this RFP, must be sent via email to Don Gratton at grattdo@lc-ps.org no later than April 11, 2025. BAND TRAILER must appear in the subject line. All questions and answers will be posted on the district website, with the RFP, by April 15, 2025.
4. **Addenda:** If it becomes necessary to revise any part of the specifications, an addendum will be issued and added to this document and posted on the District website. All addenda shall become a part of the bid. Each Vendor must in its Proposal, to avoid any miscommunication, acknowledge all addenda, but the failure of a Vendor to receive, or acknowledge receipt of any addendum shall not relieve the Vendor of the responsibility for complying with the terms thereof.
5. **Standards:** The attached product specifications should be considered as a minimum requirement. Any deviations from the standard specified will be considered only when fully described and accompanied by descriptive literature and samples. Any references in this document to a particular article, product, or material, by proprietary name, manufacturer, make, or catalogue number, shall be interpreted as establishing a standard or quality or design and **SHALL NOT** be construed as limiting competition.

The School District reserves the right to decide if an item is “similar or equal” to the item specified and final decision will be at the District’s sole discretion. The quantities shown are annual estimates. The School District makes no guarantee to purchase any or all products in the quantities shown. **All products and equipment must be brand new.**

1. **Exceptions to Specifications:** The submission of a Proposal will be construed to mean that the Vendor is fully informed as to the extent and the character of the supplies, materials, or equipment required and a representation that the Vendor can furnish them in complete compliance with the specifications. Any exceptions to the terms and conditions or any other special considerations or conditions requested or required by the Vendor MUST be specifically outlined and be submitted as part of the Proposal, together with an explanation as to the reason such terms and conditions of these specifications cannot be met by, or, in the Vendor’s opinion, are not applicable to, the Vendor. The Vendor shall be required and expected to meet the specifications and requirements as set forth in this RFP in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Vendor’s Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All pricing factors must be clearly indicated in the manner required on the pricing pages/electronic file provided as part of this RFP.
2. **Irrevocability of Bids:** Proposals may be withdrawn at any time before the Due Date. No modifications are allowed after the opening time and date. All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of one hundred eighty (180) calendar days following the Due Date.
3. **Incorporation by Reference:** These specifications and the Vendor responses shall be incorporated by reference into any purchase contract or purchase order that may result from this RFP.
4. **Reservation of Rights:** The School District reserves the right, in its sole and absolute discretion (forthis provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the Bid process or any Proposal, and the right to award the Contract to other than the Vendor submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Vendors.
5. **Termination for Cause:** In the event the Vendor fails, at any time, to comply with, fully perform and strictly adhere to any condition or representation contained in the Contract, or the requirements contained in the RFP and the Vendor’s Bid, the School District shall have the right to give written notice to Vendor of such failure. Non-performance of contractual obligations can include, but is not limited to, failure to supply awarded product, failure to comply with bid requirements and awarded pricing, failure to deliver on time, unauthorized substitution of product, failure to submit timely and accurate reports and/or invoices and failure to service the contract in a professional manner. If such failure is not cured to the School District’s satisfaction within ten (10) business days from the time of receipt of such notice the School District shall have the right to terminate immediately without the requirement of a further written notice. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Vendor shall cease.
6. **Termination for Convenience:** The School District, on thirty (30) days advanced written notice to the Vendor, may terminate the Contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense or liability to the Vendor except the obligation to pay for products or services actually received or performed under the Contract prior to the effective date of the termination.
7. **Pricing:** **Pricing shall remain firm until June 1, 2025.** Any inability of the Vendor to hold prices for the entire bid term must be clearly identified as an exception. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the RFP. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until item(s) have been delivered and accepted. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals (two decimal points), not fractions. Where a bidder is requested to submit a bid on an individual item(s) and also on a total sum or sums, the right is reserved to make awards on an individual item(s) or on total sums. The Vendor agrees to honor unit pricing if the quantity to be purchased exceeds the stated estimated quantity.

1. **Cost Increases:** The School District is not responsible for any other charges (including, but not limited to, fuel surcharges, handling, etc.) for any reason during the contract period.
2. **Minimum Order Requirements:** Preference may be given to Vendors who offer no minimum order requirements. If a minimum order of quantity is required, it must be noted on the space provided in the “Other Requirements” section of this document.
3. **Taxes:** The School District is a tax-exempt entity. Exemption certificates, if required, will be furnished on forms provided by the Vendor and acceptable to the School District. Vendor is otherwise responsible for any other applicable taxes related to the purchase of product or equipment.
4. **Collusive Bidding:** The Vendor certifies that their Bid is made without anyprevious understanding, agreement or connection with any person, firm or corporation making a Bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. **Assignment:** Assignment or transfer of any rights, interest, or delegation of responsibilities of the Awarded Vendor under the contract will not be allowed without the expressed written consent of the School District.
6. **Governing Law:** The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Macomb County, Michigan.
7. **Confidentiality:** Any Vendor awarded a contract or purchase order agrees that it will not publish or otherwise mention, refer to or disclose its work for or with L’Anse Creuse Public Schools for any reason without the advance written permission of the Assistant Superintendent of Business & Operations.
8. **Familial Relationship Disclosure:** All Proposals must be accompanied by an affidavit disclosing any **Familial Relationship** that exists between the owner and/or any employee of the Vendor and any member of the Board of Education, the Superintendent, or the Assistant Superintendent of Business & Operations of the District. Information about officials holding the mentioned titles can be found at the School District’s website at https://www.lc-ps.org. Bids that are not accompanied by a sworn and notarized affidavit will not be considered or accepted by the School District.
9. **Affidavit of Compliance**: All Proposals must be accompanied by an affidavit that hereby certifies, represents and warrants that the Vendor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that, in the event a Vendor is awarded a contract as a result of the aforementioned Request For Bid, the Vendor will not become an “Iran linked business” at any time during the course of performing the Work or any services under the contract. Bids that are not accompanied by a sworn and notarized affidavit will not be considered or accepted by the School District.

1. **Debarment:** The Vendor must certify that your organization (or any sub-contractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency on the “Certifications and Representations” form. Submission is also agreement that the School District will be notified of any change in this status.
2. **Equal Employment Opportunity:** Pursuant to Equal Employment Opportunity Commission (EEOC) regulations, the Vendor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age or disability.
3. **Repairs to Property Damage:** Damage to any School District Facilities or properties caused by the Vendor, its agents or employees shall be repaired so that facilities or properties are in as good condition as before entering into the Contract. All repairs shall be accomplished at no cost to the School District.
4. **Payments:** Payment will be made after receipt of the successful Vendor’s submittal of invoice. Payment of undisputed amounts in each invoice shall generally be made within thirty (30) days of receipt of the invoice. Disputes regarding amounts contained in any invoice will be communicated to the Vendor by the School District, in writing (via letter or email), within ten (10) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Vendor is able to resolve the matter to the School District’s satisfaction within ten (10) business days prior to payment due date.
5. **Force Majeure:** In the event the Vendor is unable to provide the Convection Ovens, herein specified because of any act of God (excluding inclement weather), civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, oil or fuel shortage or embargo, governmental action or any condition or cause beyond the Vendor’s control, the School District shall excuse the Vendor from performance under this Contract. Under unforeseen circumstances, such as the closing or suspension of the School District’s operations, the District will be under no obligation to purchase the estimated quantities.
6. **Insurance:** The Vendor must provide proof of insurance to the School District prior to commencement of any work under the contract. All coverage shall be with insurance companies licensed and admitted doing business in the State of Michigan. All coverage shall be with insurance carriers acceptable to L’Anse Creuse Public Schools
	1. Worker’s Compensation Insurance: The Successful Bidder(s) shall procure and maintain Worker’s Compensation Insurance, including Employer’s Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
	2. Commercial General Liability Insurance: The Successful Bidder shall procure and maintain Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability no less than one-million dollars ($1,000,000.00) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Property Damage, Contractual Liability, and Product Liability.
	3. Cancellation Notice: Worker’s Compensation Insurance, Commercial General Liability as described above, shall include an endorsement stating the following: “It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-renewal, Reduction and/or Material Change shall be sent to the Assistant Superintendent of Business and Operations, L’Anse Creuse Public Schools 24076 FV Pankow Boulevard, Clinton Township, MI 48036.”
	4. Proof of insurance Coverage: The Successful Bidder shall provide to L’Anse Creuse Public Schools certificates and policies as listed below:
7. One (1) copy of Certificate of Insurance for Worker’s Compensation Insurance.
8. One (1) copy of Certificate of Insurance for Commercial General Liability Insurance:
9. If so requested, Certified Copies of all policies mentioned above will be furnished.
10. If any of the above coverage expires during the term of the project, the Successful Bidder shall deliver renewal certificates and/or policies to L’Anse Creuse Public Schools at least ten (10) days prior to the expiration date.
11. **Indemnification:** Vendor agrees to indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, Vendors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney’s fees, arising out of the: (i) negligent act or omission or willful misconduct of the Vendor, its officers, directors, employees, successors, assignees, Vendors and agents; (ii) any breach of the terms of the by Vendor, its officers, directors, employees, successors, assignees, Vendors and agents; or (iii) any breach of any representation or warranty by Vendor, its officers, directors, employees, successors, assignees, Vendors and agents under the Contract. This provision shall survive the expiration or earlier termination of the Contract.
12. **Failure to Provide Insurance:** If the Vendor refuses or fails tosubmit the Insurance Certificates within the 7-day period after the bid award, the School District will consider the Vendor to have abandoned all rights and interests in the Contract award.
13. **Freedom of Information Act (FOIA):** The District is subject to the statutory requirements for the Freedom of Information Act (FOIA) laws. All information in a Vendor’s proposal and any resulting contract are subject to the provisions of FOIA. Vendor agrees that the District may copy their proposal, respond to requests for such public records, and provide customer access to their information. The Vendor consents to such requests and warrants that this will not violate the rights of any third party. Vendor information that is proprietary and/or confidential shall be so marked and kept readily separated from the rest of their proposal. An entire proposal shall not be marked as proprietary or confidential, or it may be disqualified from award consideration.

**DELIVERY**

1. The delivery must be scheduled Monday-Friday between 8:00 a.m. and 3:00 p.m. The District will not schedule deliveries for Saturdays, Sundays, legal holidays, or during a scheduled school break. Exceptions will be considered for commodities required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the District shall govern.
2. Drop Shipments to the District – The vendor must disclose if a carrier will deliver equipment from a third party or manufacturer. A vendor representative must be onsite at delivery to uncrate and supervise the delivery. If applicable, fees or charges for this requirement must be included on the Bid Form. If a vendor representative is not present for a drop shipment delivery, the shipment will be refused.
3. No loading docks are available. A lift gate is required to deliver heavy and/or large equipment. A minimum 48-hour delivery notice is required for equipment.
4. Item(s) shall be securely and properly packed for shipment, storage, and stocking in clean and sanitary shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks.
5. The Vendor shall be responsible for delivery of items in good condition at point of destination. They shall file with the carrier all claims for breakage, imperfections, and other losses which will be deducted from invoices. ALL RETURNED MATERIAL WILL BE AT THE VENDOR’S EXPENSE.
6. All deliveries shall be accompanied by delivery tickets or packing slips. All packing slips or delivery tickets and required shall indicate the purchase order number, name of the article and the quantity delivered..

**GUARANTEES BY THE SUCCESSFUL VENDOR**

1. That the Vendor has carefully checked the enclosed figures and understands that it shall be responsible for any error of omission in this proposal.
2. That the Vendor has carefully examined the instructions and specifications and will furnish this material/equipment with such specifications for the price set forth in this proposal.
3. All delivered products shall be as bid. No substitutions will be accepted unless prior to delivery, the product has been inspected and found to be equal to the item specified.

**SCOPE AND BACKGROUND INFORMATION**

Vendors are invited to submit proposals for one 53 ft. customized marching band trailer, scope of project follows:

1. Delivery will be to L’Anse Creuse High School, 38495 L'Anse Creuse Road

Harrison Township, MI 48045-3483.

Delivery shall occur as soon as possible. Please provide a timeline in the space provided on the Client References & Other Information section (page 10)

1. **Delivery:** All deliveries shall be fully pre-paid and delivered in a manner as proscribed by the District.

**SPECIFICATIONS**

**Custom Marching Band Trailer for L’Anse Creuse High School**

**Trailer**

* 2025 Tandem Axle Kentucky Electronics Van or similar
* 53’ Length with Interior Volume of 4,200 Cubic Feet
* 13’ 6” Trailer Height
* Model FVCC-D or similar
* 4 doors curb-side and 2 doors street side
* 3 Belly boxes forward of the axles, 1 Belly box behind the axles
* Rear swing doors
* Nose deck floor 11.5’ Main deck floor 41.5’
* Floor 1 5/16” laminated oak with 2 coats clear polyurethane

**Customization**

* Prepare trailer exterior for new paint by scuffing the entire exterior, and the removal of all holdbacks and latches
* Single color painting of exterior, (no pearl or metallic) paint color to be chosen to compliment the graphic
* Holdbacks (wind latches) for exterior doors and belly boxes reinstalled or replaced as necessary
* DOT conspicuity tape 50% coverage

**Graphics**

* Graphics to be printed and installed from files created in concert with collaboration from the district
* Graphics template will be finalized based on the dimensions of the sourced trailer
* Vinyl all 4 sides
* Full-color digitally printed graphics on 3M™ vinyl with an MCS™ warranty
* Film topcoat for durability and UV resistance to color fade

**Access**

* Power retracting stairs from the ground to the nose deck in the #1 curb-side door – All aluminum construction
* A set of 3 lightweight aluminum ramps with heavy-duty trailer end approach plates and toolless/pinless mid-support stands
	+ Each ramp to be 22.5” wide and 14’ long and with mid-support stands. Each ramp shall be able to support 1,000 pounds with the mid-support stands in-place

**Buildout**

* Second floor above the main deck.
* Upper deck to be 28 feet long and begin at the nose deck step with a split stair
	+ Industry standard load bars and ¾” plywood decking
	+ High durability commercial carpet on the second floor
	+ Custom door spans to allow all door openings to be fully functional
	+ Floor-to-floor dimension to be 45” with 41 ½ “clear below the second floor
	+ Fixed stairs from the nose deck to the second floor
* Powered retracting stairs from the main floor to the upper deck at the tail-end of the upper deck floor – All aluminum construction

52” door bars installed on every open doorway from the second floor

* Instrument Shelves
* Three sections of 6-foot instrument shelves
* Each shelf will be beveled back to the wall 5 degrees and covered in an open loop carpet
* Each individual 6’ shelf can accommodate a combination of 5 baritones or mellophones in cases
* Drum Wall
* Shelves for cased battery percussion to accommodate a up to a 10-6-5 instrumentation
* Each shelf will be beveled back to the wall 5 degrees and covered in an open loop carpet
* Installation of the “Carrier Carrier” from the ceiling of the nose deck, will accommodate 24 drum carriers
* Guard Drawers
* A pair of eight foot wide by 4 foot deep on full extension drawer slides
* Installed in the street side belly boxes

**Power Management and Lighting**

* 12-volt low-profile interior LED lights upstairs and downstairs
* 12-volt exterior flood lights
* Wall-mounted power center including a charging circuit, batteries, with voltmeter, and low voltage disconnect
* Roof-mounted solar panel to maintain battery charge without the need to plug the trailer into generator power or the tractor
* Diamond tread custom rear bumper cover with LED Stop/Turn/Tail lights with flanges

**AWARDING CONTRACT**

Price will not be the only factor considered in awarding this bid. Other factors to be considered, but not limited to, are the qualifications of the bidder, quality of the products, conformity with the specification, and references. Consideration will be based on best promoting clerical and operational efficiencies, including limitations on the number of Vendors receiving awards. After Board of Education approval, the vendor will be notified in writing to the awarded Vendor.

**CLIENT REFERENCES** **AND OTHER INFORMATION**

Please provide the following information:

How many years have you been in business?

Can you provide product and/or services outlined in the Scope? Yes [ ]  No [ ]

Please provide estimated delivery date

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Other than L’Anse Creuse Public Schools, please list at least three (3) references, within the public education

sector (if possible), that you currently do business with:

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| **Company Name:** |       |
| **Contact Person:** |       |
| **Address:** |       |
| **City, State:** |       |
| **Phone:** |       | **Email:** |       |

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| **Company Name:** |       |
| **Contact Person:** |       |
| **Address:** |       |
| **City, State:** |       |
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| **Company Name:** |       |
| **Contact Person:** |       |
| **Address:** |       |
| **City, State:** |       |
| **Phone:** |       | **Email:** |       |

**NOTARIZED AFFIDAVIT OF FAMILIAL DISCLOSURE**

The undersigned, the district or authorized office of the below-named vendor, Pursuant to the familial disclosure requirement provided in L’Anse Creuse Public Schools request for Proposals, hereby represents and warrant that, excepts as provided below, no familial relationship exists between the district or key employee of the vendor, and any member of the L’Anse Creuse Public School Board, the L’Anse Creuse Public School Superintendent, or the L’Anse Creuse Assistant Superintendent for Business and Operations. Names of the School District’s Board of Education Members, Superintendent, and Assistant Superintendent for Business and Operations may be found at on the District website at <http://www.lc-ps.org>

Familial Relationship:

|  |  |
| --- | --- |
| **Name**  | **Relationship** |
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| --- | --- |
| **Bidder/Vendor Name:** |  |
| **Representative:** |  |
| **Title:** |  |
| **Date:** |  | **Signature:** |  |

Subscribed and sworn before me, this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20 \_\_\_, a

Notary Public in and for the State of \_\_\_\_\_\_\_\_\_\_\_ County of \_\_\_\_\_\_\_\_\_\_\_

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

 NOTARY PUBLIC (Signature)

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

**AFFIDAVIT OF COMPLIANCE WITH IRAN ECOMONIC SANCTIONS ACT**

**MICHIGAN PUBLIC ACT #517 OF 2012**

By signing below, as an Authorized Representative of the organization named below, I certify that we/they are not an “Iran linked business” within the meaning of Michigan Act No. 517, Public Acts of 2012, and that in the event it is awarded Contract as a result of this Request for Proposal, they will not become an “Iran linked business” during the course of performing our work under the Contract.

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable for civil penalties of $250,000 or two times the amount of the contract or proposed contract, whichever is more, as more fully set forth in Section 5 of Act No. 517, Public Acts of 2012.

|  |  |
| --- | --- |
| **Bidder/Vendor Name:** |  |
| **Representative:** |  |
| **Title:** |  |
| **Date:** |  | **Signature:** |  |

Subscribed and sworn before me, this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20 \_\_\_, a

Notary Public in and for the State of \_\_\_\_\_\_\_\_\_\_\_ County of \_\_\_\_\_\_\_\_\_\_\_

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

 NOTARY PUBLIC (Signature)

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

**CONFLICT OF INTEREST DISCLOSURE FORM**

A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by vendor(s) other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict-of-Interest Form should indicate whether the vendor(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interest would reasonably appear to be affected by the purchase. The vendor(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest.

[ ]  I have no conflict of interest to report

[ ]  I have the following conflict of interest to report, please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

Conflict:

|  |  |
| --- | --- |
| **Organization**  | **Conflict Relationship** |
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|       |       |
|       |       |

|  |  |
| --- | --- |
| **Bidder/Vendor Name:** |  |
| **Representative:** |  |
| **Position:** |  |
| **Date:** |  | **Signature:** |  |

**ACCEPTANCE OF PROPOSAL**

I have read the bid proposal including bid requirements, terms and conditions, and vendor requirements and specifications, which are integral parts of the terms of this contract.

My signature below certifies that the accompanying proposal is not the result of, or affected by any unlawful act of collusion with another person or company engaged in the same line of business or commerce or any act of fraud punishable under current Federal or Michigan law.

The undersigned agrees to execute a Contract for work covered by this proposal provided that he is notified of its acceptance within ninety (90) days after date of Proposal.

I hereby certify that I am authorized to sign as an Authorized Representative for the Bidder/Vendor:

|  |  |
| --- | --- |
| **Bidder/Vendor Name:** |  |
| **Representative Name:** |  |
| **Street Address:**  |  |
| **City, State and Zip**  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Phone:** |  | **Fax:** |  |

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| --- | --- | --- | --- |
| **Email:** |  | **Website:** |  |
| **Date:** |  | **Signature:** |  |

**Addenda necessary?** [ ] **Yes** [ ]  **No**

**If yes, by signing below, the vendor acknowledges receipt of all addenda**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date:** |  | **Signature:** |  |