

BID FORM

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ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

City of Marysville
Office of the City Clerk
1111 Delaware Ave
Marysville, Michigan 48040

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

The undersigned, having familiarized himself with the local conditions affecting the cost of the work and with the Contract Documents for the designated project, hereby proposes to perform all work and furnish all labor, tools, equipment, and materials, including utility and transportation services, necessary to perform and complete in a workmanlike manner the construction itemized below in the City of Marysville, all in accordance with the Drawings, Specifications and other Contract Documents at the unit prices hereinafter set forth. **There is a Minority (MBE) contractor’s participation grant requirement of 2% and a Women (WBE) contractor’s participation grant requirement of 6% for this project.**

Item	Description	Measurement for Payment	Unit Price	Total Cost
1	Mobilization	1 LS		
2	Erosion and Sediment Controls, Flow Diversions, Dewatering, Staging and Laydown Areas	1 LS		
3	Temporary Stream Crossings	4 EA		
4	Log Vane/Root Wads	23 EA		
5	Cross Vane Structures	3 EA		
6	J-Hook Vane Structures	1 EA		
7	Riffle Grade Controls	13 EA		
8	Random Boulder	56 EA		
9	BioSwales	360 LF		
10	Demolition	1 LS		
11	Excavation	17,300 CY		
12	Fill	950 CY		
13	Channel Bed Fill Material	6,770 SY		
14	Irrigation Improvements	1 LS		
15	Culvert for Fish Passage and Coordination of Sanitary Sewer Replacement	1 LS		
16	Cart and Pedestrian Bridge and Cart path	1 LS		
17	Interpretive Sign	2 EA		
18	Nesting Boxes	1 LS		
19	Woven Fiber Matting	17,000 SY		
20	Clearing and Grubbing	7 AC		
21	Invasive Species Control	22 AC		
22	Open Water Planting	0.3 AC		
23	Riparian Planting	6.1 AC		
24	Live Stakes	8,700 EA		
25	Forested Enhancement Seeding and Planting	6.5 AC		
26	Wetland Planting	1.1 AC		
27	Turf Seeding	8.2 AC		
28	Maintenance Period	1 LS		
29	Demobilization	1 LS		
			Subtotal	
30	Bid Security (Cashier’s Check or Certified Check)		5.0%	
			Total	

Note: No tax exemption certificate is available. Taxes are incidental to bid items.

Bid Security must accompany original bid forms.

LS = Lump Sum
 SY = Square Yard
 CY = Cubic Yard
 EA = Each
 AC = Acre
 LF = Linear Feet

ARTICLE 6 – TIME OF COMPLETION

Bidder agrees that the Work will be substantially complete on or before April 1, 2015.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of Cashier’s Check or Certified Check.

ARTICLE 8 – DEFINED TERMS

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual’s signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ [State Where Project is Located] is ____ \ ____ \ ____.

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: _____

Phone: _____ Facsimile: _____

Submitted on _____, 20____.

State Contractor License No. _____. (If applicable)

SUPPLEMENTARY CONDITIONS

It is agreed that the CONTRACTOR shall comply with the following supplementary conditions:

Insurance Requirements. The CONTRACTOR shall, prior to the commencement of any work, purchase and maintain such insurance as will protect him, the OWNER, and the ENGINEER from claims which may arise out of or result from the CONTRACTOR's operations under the Contract, whether such operations be himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable, which at a minimum must include the following:

1. Workers' Compensation insurance as required by the state in which the work is performed under this Contract. In the event that the work of this contract falls within the jurisdiction of the United States Longshore and Harbor Workers' Compensation Act, the Jones Act, or Railroad Employees' Federal Liability Act, the Contractor shall extend its insurance to provide and maintain in full force and effect during the period covered by this Contract insurance coverage under the appropriate Act(s).
2. Commercial General Liability insurance covering the bodily injury, property damage, personal injury and advertising liability of the Contractor and/or any subcontractor, including their directors, officers, employees, and agents, with no exclusions for the Premises-Operations hazard, the Explosion, Collapse and Underground Property Damage hazards, the Contractual Liability hazard, and the Products-Completed Operations Hazard. The General Aggregate Limit, if any, shall apply separately by project and shall be unimpaired as of the date of Contract execution. Coverage shall remain in full effect through the Contract guarantee period.
3. Automobile insurance including bodily injury and property damage liability arising out of the maintenance, operation or use of any automobile, and Michigan Personal Injury Projection and Property Protection insurance as respects any owned or leased automobile.
4. Owners and Contractors Protective Liability insurance, covering the OWNER and ENGINEER, including their official, directors, officers, employees, and agents for liability arising out of the CONTRACTOR's performance of the work under this Contract and the OWNER's and ENGINEER's supervision of that work.
5. Umbrella Liability insurance with no uninsured gaps between primary insurance limits and Umbrella underlying insurance requirements. Underlying insurance to include Employers' Liability, Commercial General Liability, Automobile Liability, and OWNER's and CONTRACTOR's Protective Liability Coverages. Coverage shall remain in full effect through the Contract guarantee period.
6. Builders' Risk/Installation insurance covering all property, including materials and supplies, to be used in the performance of the work, against "all risks" of loss from the date of contract execution until the work is accepted by the OWNER. The OWNER, ENGINEER, and all subcontractors shall be named as insured as their interests may appear. Any deductibles shall be the responsibility of the CONTRACTOR and/or subcontractors. Covered property shall be valued on the replacement cost basis.

Amounts of Coverage: The above policies of insurance shall provide coverage in the following minimum limits of liability:

Workers Compensation:	Michigan Statutory
Employer's Liability	
Each Accident and Aggregate, Injury by Disease	\$500,000
Commercial General Liability	
Each Occurrence or Offence	\$1,000,000
General Aggregate (if any)	\$2,000,000
Automobile Liability	
Each Accident	\$1,000,000
Personal Injury Projection	Michigan Statutory
Or Property Protection	\$1,000,000 (Michigan Statutory)
Owners and Contractors Protective Liability	
Each Occurrence	\$1,000,000
Aggregate (if any)	\$1,000,000
Umbrella Liability	
Each Occurrence	\$2,000,000
Aggregate	\$2,000,000
Pollution Prevention Liability	\$1,000,000
Builders' Risk/Installation	Full Replacement Value of Covered Property

Hold Harmless Agreement. To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the OWNER, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or an account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the OWNER shall include, but is not limited to, claims alleging or involving the negligence of the CONTRACTOR, its subcontractors, or the joint negligence of the CONTRACTOR, its subcontractors and/or the OWNER, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the OWNER.

Proof of Carriage of Insurance. The CONTRACTOR shall provide the OWNER and ENGINEER prior to commencement of the work, the certificates and policies listed below:

1. Three certificates evidencing the insurance required under paragraphs 1, 2, 3, and 5, above, with a minimum 30-day notice requirement in the event of termination of any or all coverages.
2. Three copies of the policies required under paragraphs 4 and 6, above.

The CONTRACTOR shall not commence work under this Contract until he has obtained and delivered the certificate evidencing all insurance required and such insurance has been approved by the OWNER, nor shall the CONTRACTOR allow any Subcontractor to commence work on their subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. CONTRACTOR shall not commence work until a Notice to Proceed is received from the OWNER or ENGINEER.

Labor Laws and Ordinances. The CONTRACTOR shall obey and abide by all the laws of the State in which the work is being performed relating to the employment of labor on public work and all the laws and requirements of the OWNER regulating or applying to public improvements.

Patents and Patent Rights. The CONTRACTOR shall protect and save the OWNER harmless against all claims or actions brought against the OWNER by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in his work.

Warranty. CONTRACTOR warrants and guarantees that the work will be in accordance with the Contract Documents and will not be defective, and that title to all work, materials and equipment will pass to OWNER free and clear of all liens.

CONTRACTOR shall list the City of Marysville as the insured party.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount: **\$3,000,000.00**

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: _____ (Seal)

Name and Title:

_____ (Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: _____ (Seal)

Name and Title:

_____ (Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
 Surety Agency or Broker
 Owner's Representative (engineer or other party)

Act No. 517
Public Acts of 2012
Approved by the Governor
December 28, 2012
Filed with the Secretary of State
December 28, 2012
EFFECTIVE DATE: April 1, 2013

STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012

Introduced by Senators Kahn, Marleau, Brandenburg, Anderson, Green and Booher

ENROLLED SENATE BILL No. 1024

AN ACT to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification.

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the "Iran economic sanctions act".

Sec. 2. As used in this act:

- (a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (b) "Investment" means 1 or more of the following:
 - (i) A commitment or contribution of funds or property.
 - (ii) A loan or other extension of credit.
 - (iii) The entry into or renewal of a contract for goods or services.
- (c) "Investment activity" means 1 or more of the following:
 - (i) A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
 - (ii) A financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (d) "Iran" means any agency or instrumentality of Iran.
- (e) "Iran linked business" means either of the following:
 - (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (f) "Person" means any of the following:
 - (i) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
 - (ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

(iii) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).

(g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

Sec. 3. (1) Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

(2) Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.

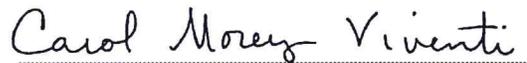
Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a future contract with the public entity if the person ceases the activities that cause it to be an Iran linked business. The person shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 90 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.

Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 3 years from the date the public entity determines that the person has submitted the false certification.

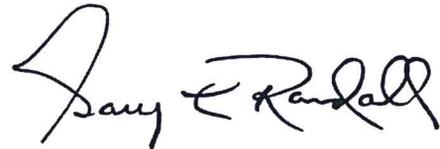
Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

Enacting section 1. This act takes effect April 1, 2013.

This act is ordered to take immediate effect.



Secretary of the Senate



Clerk of the House of Representatives

Approved

.....
Governor

**VENDOR CERTIFICATION
 THAT IT IS NOT AN
 “IRAN LINKED BUSINESS”**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

Signature of Vendor's Authorized Agent: _____

Printed Name of Vendor's Authorized Agent: _____

Witness Signature: _____

Printed Name of Witness: _____