ANN ARBOR AREA TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSALS (RFP) 2021-07
FOR:
VENDING MACHINE SERVICES

ISSUING OFFICE:
ANN ARBOR AREA TRANSPORTATION AUTHORITY
Miriam Flagler, Procurement Specialist
2700 South Industrial Highway
Ann Arbor, Michigan 48104
Email: purchasing@theride.org
SECTION 1 – INTRODUCTION

1.1 OVERVIEW

The Ann Arbor Area Transportation Authority (AAATA) seeks proposals from qualified firms to provide vending machine services for AAATA’s main facility and two transit center locations in Ann Arbor, MI and Ypsilanti, MI.

AAATA intends to award a firm fixed price contract to a single firm for a three (3) year term with two (2) one-year options.

1.2 PROCURING AGENCY AND CONTRACTING OFFICER

Procuring Agency: Ann Arbor Area Transportation Authority
2700 South Industrial Highway
Ann Arbor, MI 48104

Contracting Officer: Miriam Flagler
Procurement Specialist
E-mail: purchasing@theride.org

1.3 SOLICITATION SCHEDULE

The following is the solicitation schedule for this procurement. Note that all times presented in this RFP are local Ann Arbor, Michigan time, which is in the Eastern Time Zone (ET).

<table>
<thead>
<tr>
<th>Event</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals (RFP) Issued</td>
<td>Wednesday, March 10, 2021</td>
</tr>
<tr>
<td>Non-Mandatory Pre-Proposal Conference Call Dial:</td>
<td>Thursday, March 18, 2021 at 2:00 pm (ET)</td>
</tr>
<tr>
<td>(435) 777-2200</td>
<td></td>
</tr>
<tr>
<td>Access Code: 380 6556</td>
<td></td>
</tr>
<tr>
<td>Questions and Requests for Clarifications Due</td>
<td>Thursday, March 25, 2021 by 2:00 PM (ET)</td>
</tr>
<tr>
<td>AAATA Responds to Questions and Clarifications</td>
<td>Wednesday, April 7, 2021</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>Wednesday, April 21, 2021 by 2:00 PM (ET)</td>
</tr>
<tr>
<td>Submit Proposals to:</td>
<td></td>
</tr>
<tr>
<td><a href="https://www.dropbox.com/request/2ydKq9xAg13MnK4u5PDh">https://www.dropbox.com/request/2ydKq9xAg13MnK4u5PDh</a></td>
<td></td>
</tr>
<tr>
<td>Evaluation of Proposals</td>
<td>April 22 – May 6, 2021</td>
</tr>
<tr>
<td>Anticipated Proposer Interviews/Presentations, if</td>
<td>May 7 - 17, 2021</td>
</tr>
<tr>
<td>needed Invitations, if applicable, will be sent by</td>
<td></td>
</tr>
<tr>
<td>the Contracting Officer.</td>
<td></td>
</tr>
<tr>
<td>Anticipated Award</td>
<td>May 2021</td>
</tr>
</tbody>
</table>
1.4 PROPOSAL SUBMISSION

Proposals must be received in the formats specified in the RFP by the respective due dates and times prescribed in the Solicitation Schedule in Section 1.3. Proposal submissions must be uploaded to Dropbox using this link: https://www.dropbox.com/request/2ydKq9xAgI3MnK4u5PDh

AAATA will not accept emailed proposals nor access hyperlinks or visit external sites, including the BidNet site, to retrieve proposals.

Proposal submissions must reference “RFP 2021-07” and indicate Technical Proposal or Price Proposal in the title of the submission, and also include the Proposer’s company, organization, or corporate name. Proposers shall submit files in strict accordance with Section 3 entitled, “Instructions to Proposers.”

All submissions must be received by the due date and time. All proposals or portions thereof received after the due date and time are untimely and will not be considered. AAATA will not send out automatic confirmations. Proposers may email Purchasing@theride.org to confirm receipt of Proposal in Dropbox. Regardless of response or lack thereof from AAATA, each Proposer shall bear the burden of proper and timely delivery in its entirety.

If an upload is not successful for any reason or is rejected or unopenable it shall be the duty of the Proposer to timely contact the Contracting Officer at purchasing@theride.org for further instruction. AAATA is not responsible for any misdelivered, delayed, rejected, or otherwise missing or late emails, communications, or proposal submissions.

AAATA’s decision on the timeliness of proposals shall be final.

Proposers will assume all costs they incur to provide responses and for providing any additional information required by AAATA for the evaluation process.

This Request for Proposals (“RFP” or “solicitation”) does not commit AAATA to award a contract, to pay any costs incurred in the preparation of a proposal responding to this RFP, or to procure a contract. AAATA reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with qualified Offerors, to award a contract with or without discussions, interviews, or negotiations, or to cancel this RFP in whole or in part if it is in the best interests of AAATA to do so.

1.5 COMMUNICATIONS

All communications, including questions regarding this solicitation, MUST be in writing and directed to the Contracting Officers listed above. Communications may be sent via email. Telephone communications are strictly prohibited. In the event that an email from the Proposer’s domain is undeliverable or is rejected as noncompliant with the security measures of AAATA’s email system, it shall be the duty of the Proposer to timely resubmit such communication from a compliant domain.

Communication by a Proposer or a Proposer’s representative with AAATA staff, consultants, Board members, or representatives other than a Contracting Officer is prohibited and may render the proposal invalid.
1.6 PRE-PROPOSAL MEETING

A non-mandatory Pre-Proposal Conference Call will be held:

Thursday, March 18, 2021 at 2:00 pm (ET)
Dial: (435) 777-2200
Access Code: 380 6556

Additional local conference line numbers may be found at the following website:
https://turbobridge.com/local_toll.html

Registration is not necessary to “attend” or participate in the Conference Call.

No other calls will be scheduled or permitted, and no other opportunity for verbal communication with AAATA staff will be available prior to the Proposal due date and time.

1.7 LOCATION OF DOCUMENTS AND ADDENDA

This RFP and any updates to this RFP including addenda will be available on our online system, BidNet Direct at www.bidnetdirect.com/mitn.

Users must register with BidNet Direct to access the web site. BidNet Direct offers two Vendor Registration plans: The Search Only Access plan is free; the Automatic Email Notification plan has an annual fee. For assistance in registering, please call BidNet’s Vendor Support at 800-835-4603, Mon-Fri, 8:00 am - 8:00 pm.

AAATA will NOT alert or notify prospective proposers or interested parties of addenda, changes or updates to the RFP. AAATA will NOT mail, email nor fax the RFP, addenda, changes or updates to the RFP to prospective Offerors or interested parties.

1.8 LIVING WAGE

Proposers should note that the AAATA living wage policy applies to this procurement, and that proposers must certify compliance. The current Living Wage shall apply, as may be updated and/or amended from time to time. Please see Section 6 of this RFP for details.

Proposers should note that this RFP is based on the current Living Wage. The current Living Wage rate is effective April 30, 2020 and ends April 29, 2021. Therefore, Proposers should be aware that the Living Wage rate may change during the course of the solicitation.

1.9 IMPORTANT NOTIFICATIONS TO PROPOSERS

A. Prohibited Use of Confidentiality Markings

Offerors are strongly advised to carefully review Section 3.7 of this RFP entitled, “PUBLIC DISCLOSURE OF PROPOSALS AND MATERIAL AAATA RECEIVES.” AAATA is not soliciting or accepting any proposals containing confidential, proprietary or trade secret information. If an Offeror marks any pages of the proposal with such designations, they shall not be binding on AAATA and may result in rejection of the proposal.
B. Submission of Proposer’s Own Contracts or Forms

Proposers should be aware that AAATA is a governmental entity and not a private sector commercial entity. AAATA and its contracts are subject to various mandatory terms and conditions and various prohibitions as a result of AAATA’s public status and its public funding. These mandatory terms and conditions are contained in this RFP.

Proposers should carefully review all materials in this RFP including Section 5 entitled, “Terms and Conditions,” as well as their own contracts or forms prior to any such submission to ensure they are suitable for use in a federally and/or state-funded contract with a Michigan public entity.

A Proposer must submit in advance any and all of the Proposer’s own contracts or forms that it proposes to ask AAATA to sign or be otherwise binding if awarded a contract under this RFP. Failure to do so may result in rejection of the Proposal. Please see Section 3 – Instructions to Proposers for additional details.

Contracts or forms containing provisions such as the following will be treated as Requests for Exceptions/Deviations and may result in rejection of the bid. These are by way of example only and are not a comprehensive listing: a) Requiring AAATA to indemnify a proposer; b) Confidentiality or cross-confidentiality provisions and/or confidentiality legends; c) Indefinite unpriced renewals; d) Deletion, nullification or rejection of any termination for convenience provision in contravention of FTA Circular 4220.1F which requires the inclusion of termination for convenience provisions in contracts exceeding $10,000; e) Requiring AAATA to subject itself or the contract to the laws of a state other than the State of Michigan; and f) Commercial “entire agreement” language in a Proposer’s document(s) which nullifies all of the terms and conditions of the RFP.

1.10 PROJECT FUNDING

Funding for this project may come from the Federal Transit Administration (FTA), the State of Michigan, and local municipalities. The successful Proposer will be required to comply with all applicable federal, state, and local laws and requirements.
SECTION 2 – SCOPE OF WORK

2.1 BACKGROUND

Ann Arbor Area Transportation Authority (AAATA), a not-for-profit unit of government, operates the local public transit system for the greater Ann Arbor-Ypsilanti area. AAATA enables area residents to reach their destinations at reasonable cost, and offers the region efficient, environmentally sound transportation alternatives.

AAATA runs fixed route bus services within the urban area, as well as other services such as A-Ride, an ADA paratransit service, and FlexRide, a shared shuttle service.

AAATA operates from the Dawn Gabay Operations Center (DGOC), a central administrative and operations facility that features inside storage for its fleet, a repair and maintenance garage, a dispatch center, employee breakrooms, and business offices. AAATA also operates two transit centers: The Blake Transit Center (BTC) in downtown Ann Arbor and the Ypsilanti Transit Center (YTC) in downtown Ypsilanti. Passengers board, disembark, and change buses at the transit stations. Both the BTC and YTC have employee breakrooms, passenger waiting areas, and customer service windows.

The current contract for vending machine services is expiring. AAATA intends to award a vending machine service contract to a qualified firm to provide vending machines and required services for staff areas in four (4) areas over three (3) AAATA locations.

2.2 PURPOSE

The successful Contractor shall provide all equipment, labor, supervision, installation, removal, stocking, maintenance, and repair of the vending machines. The basis of the agreement is the use of AAATA facilities and utilities by the Contractor for the provision of vending machines for AAATA employees. AAATA shall have interest in this agreement with regard to the collection of commission payments for the Contractor's use of AAATA's facilities and utilities, and the monitoring of the Contract to ensure its efficient and effective administration.

2.3 INSTALLATION AND LOCATIONS

A. Due to COVID-19 restrictions, AAATA will NOT be holding pre-proposal site visits. Consult the Solicitation Schedule for the date and time of the Non-Mandatory Pre-Proposal Conference Call and the due date for Questions and Requests for Clarifications.

B. The three (3) locations to be supplied with vending machines are listed below. There are four (4) employee areas that require vending machines. See Exhibit A for photographs of the interior placement. Note that one area, the Fleet Department at the DGOC, does not currently have vending machines installed and that space is extremely limited in this area.

C. AAATA reserves the right to determine the final location of machines and/or to add or delete machines as it deems to be in the best interest of AAATA. AAATA reserves the right to approve all vending machines before installation and require replacement, repair, or removal of machines which are considered unacceptable for any reason. All provisions, terms, conditions, rates, and fees in the contract documents will apply to all new, replacement, and existing equipment.
D. The locations and equipment needs are as follows:

1. **Ann Arbor Area Transportation Authority Main Facility**
   2700 South Industrial Hwy.
   Ann Arbor, MI 48104
   
   - Drivers’ Lounge
   - Fleet Department: New location, no existing machine are in place here. Machines cannot exceed 36 inch depth and 86 inch length. Electrical outlets will be provided.

   Approximately 200 employees pass through this facility daily.

   **Type of Machines:**
   - Two Cold Beverage Machines
   - Two Snack Machines
   - Option: One Hot Drink Machine (Driver’s Lounge)

   **Hours of Facility Access:**
   - Monday through Friday: 8:00 am – 4:00 pm
   - Saturday and Sunday: 8:00 am – 12:00 pm

2. **Blake Transit Center (BTC)**
   328 South 5th Ave.
   Ann Arbor, MI 48104
   
   - Staff Breakroom

   Approximately 80 employees pass through this facility daily.

   **Type of Machines:**
   - One Cold Beverage Machine
   - One Snack Machine
   - Option: One Hot Drink Machine

   **Hours of Facility Access:**
   - Monday through Friday: 8:00 am - 4:00 pm

3. **Ypsilanti Transit Center (YTC)**
   220 Pearl St.
   Ypsilanti, MI 48197
   
   - Staff Breakroom

   Approximately 80 employees pass through this facility daily.
Type of Machines
- One Cold Beverage Machine
- One Snack Machine
- Option: One Hot Drink Machine

Hours of Facility Access:
- Monday through Friday: 8:00 am - 4:00 pm

E. OPTION

As an option, vendors are requested to submit information on providing Hot Drink Vending Machines at each location to dispense hot coffee drinks and may offer other selections such as cocoa, soup, etc. Machine must be able to offer condiments, such as cream and sugar, and accessories, such as cups, lids, and stirrers. Machine must also have built in bill changer. Information about countertop machines and free-standing machines may be submitted if available. Contractor to provide all drinks/beverages, condiments, accessories, and cleaning, repair, and maintenance services.

F. All three (3) locations are closed for New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day but may have limited use on these days.

G. AAATA is not required to provide parking spaces, nor will AAATA provide payment for parking fees or fines for the Contractor.

2.4 PRODUCT SELECTION AND PRICING

A. Contractors are required to submit a complete listing of products available for sale in the machines and the prices at which the items will be sold to the customer.

B. Contractor shall be responsible for all licenses required to market the goods within the vending machines.

C. Product selection and pricing must be consistent across the three (3) AAATA vending locations. A variety of snack and beverage offerings should be available. A mutually agreeable portion of the items shall be “healthy” choices.

D. Cold beverage machines must have at least eight (8) different selections. Beverages shall consist of at least four (4) full rows of water in addition to carbonated sodas, juices, and other drinks such as cold tea/cold coffee drinks, sports drinks, and/or energy drinks. The selections shall not be limited to one brand.

E. AAATA reserves the right to approve any and all products and their selling price before their use in the vending machines. AAATA also reserves the right to approve any changes in the product line. For purchased items, only generally recognized and accepted name brands shall be used.

F. Product prices must be clearly posted in each vending machine for each item. The price for items indicated on the machine must match the actual purchase price. Pricing must be accessible
to employees and should encourage maximization of sales.

G. All items sold must be of current manufacture and unexpired. All dated products must be removed from machines no later than the "Use By" date shown on the product. Product must have original, clean, and intact packaging and labels, and must meet all mandated regulations.

H. All merchandise kept for sale will be subject to inspection and approval or rejection by AAATA during all times that vending service is in operation. Rejected merchandise will be immediately removed from vending machines at Contactor’s expense and will not be returned for sale.

I. Contractor must submit any increase in product prices in writing to AAATA for approval a minimum of 30 days prior to the proposed increase. After approval, Contractor shall post notice for affected products unless otherwise notified by AAATA.

J. Contractor is responsible for all product recalls that affect vending machines and/or vending machine items. Contractor shall immediately notify AAATA of any applicable product recalls, remove all affected product(s), and post notice(s) regarding the recall(s).

2.5 REFUNDS

The Contractor must supply a replenishable bank at the AAATA Main Facility that will be used when a customer has an issue with a machine. The amount of the bank and timing of the replenishment must be approved by AAATA. AAATA may post Vending Machine Refund/Issue Tickets on or next to the machines.

2.6 EQUIPMENT REQUIREMENTS

A. Vending machines provided shall be the latest models available at the execution of the Contract. Any and all new, existing, and/or replacement equipment under this contract shall be new or "like new" condition. All machines shall be on rollers.

B. Equipment must include at a minimum:

1. Ability to accept coins and bills.
2. At least one machine in each location must be able to make change for no less than a $10 bill.
3. Cash recycling capabilities
4. Credit/debit cards acceptors

C. All machines shall have electronic (continuous) accounting of the merchandise that is sold.

D. Contractors shall note if the machines include remote monitoring capabilities for stocking and maintenance needs and/or energy conserving technology.

E. Only appropriate product advertising will be allowed on the vending machines. AAATA reserves the right to approve all displayed advertising.

2.7 EQUIPMENT STOCKING AND SERVICE

A. Contractors shall perform all necessary tasks to ensure machines are stocked with ample product
and change in a timely manner. Contractor shall ensure machines are clean, maintained, and fully operational. AAATA reserves the right to conduct periodic audits of the machines to ensure compliance.

**B. All machines will be stocked and serviced at a minimum as follows:**

1. Main Facility: Twice weekly
2. Blake Transit Center: Once weekly
3. Ypsilanti Transit Center: Once weekly

**C. Contractor must specify the approximate schedule for servicing the vendor machines.** Contractor will check in with the designated contact person(s) at AAATA’s main facility every time the machines at that location are serviced unless AAATA approves an alternate check in procedure. The name of the contact person(s) will be supplied to the Contractor upon award. Each machine shall be marked with the vendors contact number to call for service on the machine.

**D. AAATA reserves the right to increase or decrease the frequency or timing of the service schedule based on stocking needs and/or requirements of the equipment and/or facilities.**

**E. AAATA shall determine if machines are in acceptable condition. If a machine is determined to be unacceptable, the vendor will correct the issue(s) or replace it with an acceptable machine at its expense and in a timely manner.**

### 2.8 EQUIPMENT REPAIRS

**A. The Contractor is responsible for the maintenance, repair, and replacement of all vending machines. In the event a machine cannot be repaired on site, a substitute machine must be provided for the duration of the repair.**

**B. If a machine cannot be maintained in operational order or if it is in constant need of repair, the machine must be replaced. No old, outdated, or obsolete machines will be used in any locations. Machines with dents, cracks, paint chips, etc. will not be acceptable.**

**C. The successful Contractor will repair or replace equipment in a timely manner at its expense and the fee paid to AAATA will not be affected. Contractor shall not keep or store non-operational machine(s) on AAATA premises.**

**D. The successful Contractor will be on call and reachable through a cellular device, or other means of immediate contact, at all times during operation of vending services with a response time of not more than four (4) hours to service and/or repair breakdown of machines, unless alternative arrangements are approved by AAATA.**

### 2.9 COMMISSION

**A. The Contractor shall compensate AAATA for the placement of the vending machines at the designated locations. AAATA shall be compensated based on a percentage of gross sales. The percentage commission rate shall be that amount as bid on the Price Proposal Form and accepted by AAATA.**

1. Contractors shall submit a firm, fixed percentage commission of the total gross sales for
all requirements set forth in this proposal.
2. All firm, fixed percentages must be shown on the Price Proposal Form.
3. The commission rate shall be one value only; no multiple rates will be permitted.

B. Within ten (10) calendar days following the conclusion of the previous monthly period, the Contractor must submit its calculation of the percent of commission, by machine and location, and the commission payment. Commission payments shall be made payable to:
Ann Arbor Area Transportation Authority, Finance Department, 2700 South Industrial Hwy., Ann Arbor, MI 48104.

2.10 REPORTS

A. The Contractor must submit a monthly gross receipt report of daily revenues, including an itemized report of sales by item at each location. The report must be computer-generated or typed on pre-printed forms. In no event shall a handwritten report be allowed.

B. The commission check must be submitted monthly to AAATA with a report that shows commission paid by machine.

C. The Contractor is to supply and maintain a list of equipment by location, showing the types of machines and serial numbers. It is the responsibility of the vendor to obtain protection deemed necessary to protect its interests.

D. AAATA retains the right to audit the Contractor’s records related to sales at any time.

2.11 OWNERSHIP

Vending machines located within AAATA facilities will be owned by the Contractor and are placed at the Contractor’s sole risk. The Contractor releases AAATA from any and all claims arising from loss or damage to the Contractor’s property.

2.12 USE OF AAATA FACILITIES

The Contractor shall agree to the following:

A. To make no other use of the designated premises other than the purpose that is outlined in this RFP.

B. To operate fully operational vending machines needing minimal service calls at all locations.

C. To keep vending machines clean and properly stocked for business at all locations.

D. To abide by applicable Federal, State, or local laws, statutes, regulations, or ordinances concerning the operation and servicing of vending machines.

2.13 UTILITIES

AAATA will provide water service, electricity, lighting, heating and air conditioning of designated premises, but without liability on AAATA’s part arising from temporary interruption of any utility on account of breakdown, power failure, or like causes. Successful Contractor agrees that in the use of
such utilities, they will exercise the same degree of care and economy as would be exercised if they were paying for such utilities. AAATA will not be responsible for cleaning the machines. Except for utilities, the successful bidder will be responsible for all bills for materials, supplies, equipment, taxes, etc., to or at such designated premises, or of any person employed or claiming to have been employed by the successful bidder.

2.14 CONTRACTOR’S PERSONNEL

A. The Contractor’s personnel shall have the requisite certifications, skills, and experience to perform their designated tasks. Workers must be proficient in the operation and safe use of equipment, methods, and techniques. The Contractor shall be responsible for providing the training and level of supervision required for the personnel. Untrained personnel shall not perform work on AAATA properties. The Contractor will meet with AAATA Project Manager or designee prior to the start of the Contract upon request to review AAATA procedures, rules, and regulations.

B. The Contractor's employees will be professional, well-groomed, and polite when servicing AAATA locations. All Contractor employees servicing the account must have company identification clearly visible at all times. Contractor employees must abide by all AAATA guidelines and policies including but not limited to those regarding health, safety, security, and alcohol, drugs, and tobacco.

C. AAATA reserves the right to refuse entry or require removal of any Contract employee from the AAATA facilities for cause as determined by AAATA. It is the Contractor’s responsibility to ensure that the removed employee is prohibited from servicing AAATA's account and ensuring that there are no service interruptions.

D. Persons who are not employed by the Contractor or who are not performing work under the Contract shall under no condition accompany any of the Contractor’s employees onto AAATA’s premises.

E. In the interest of safety and security, all personnel assigned to work on AAATA premises must be able to speak, read, and understand English.

2.15 SERVICE SUPERVISOR

The Contractor shall ensure that a service supervisor is assigned to AAATA’s account that is responsible for the work performed. The name and contact phone number of the supervisor shall be provided in writing to AAATA’s Contracting Officer. The supervisor shall have full authority to act for the Contractor on all contract matters relating to the routine operations of the Contract.

2.16 COOPERATION

The Contractor shall cooperate with AAATA and other vendors and contractors on the premises and shall so carry out their work with such a manner that other cooperating vendors and contractors shall not be hindered, delayed, or interfered with in the progress of their work, and so that all such work shall be a finished and complete job of its kind.
SECTION 3 – INSTRUCTIONS TO PROPOSERS

PROPOSALS SUBMITTED FOR EVALUATION MUST INCLUDE, AT A MINIMUM, THE INFORMATION AND MATERIALS DESCRIBED IN THIS SECTION 3 AND ALL OF ITS SUBSECTIONS.

3.1 PROPOSAL DEADLINE AND SUBMITTAL

Proposals MUST be received by the due date and time specified in the Solicitation Schedule contained in Section 1.3 of this RFP and must be submitted in strict accordance with Section 1.4 of this RFP entitled PROPOSAL SUBMISSION.

3.2 PROPOSAL FORMAT AND GENERAL REQUIREMENTS

A. This is a Sealed Proposal solicitation. Proposals must be submitted electronically as Portable Document Format (PDF) files in response to this RFP to DropBox: https://www.dropbox.com/request/2ydKq9xAgI3MnK4u5PDh

B. Proposals submitted to other locations, on paper, or in any other format will not be accepted.

C. Proposals are to consist of two (2) parts, each part submitted separately:

1. Technical Proposal, and

2. Price Proposal, including the following:

   a. All completed Required Forms and Certifications found in Section 6, entitled REQUIRED FORMS AND CERTIFICATIONS & PRICE PROPOSAL FORM submitted in Portable Document Format (PDF)

   b. Price Proposal Form found in Section 6, submitted in Portable Document Format (PDF)

D. Proposals must meet the following general requirements:

1. Proposals must be readable must not be locked or otherwise inaccessible.

2. The Technical Proposal shall be submitted as a single file. Proposers shall not submit individual pages in separate PDF files.

3. The Price Proposal shall be submitted as a single file. Proposers shall not submit individual pages in separate PDF files.

4. Proposals must be submitted in written English. All communication regarding this RFP will be conducted in English.

5. Proposers shall make no additional stipulations or alterations on the Price Proposal Form nor qualify the Proposal unless authorized by AAATA in writing.
6. AAATA is not responsible for the premature opening of any Proposal that is not properly addressed, delivered, and identified. AAATA is not responsible for missing, incomplete, or unopenable submissions or content.

3.3 TECHNICAL PROPOSAL

NO PRICES OR COSTS SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL.

The Technical Proposal shall include the following:

A. Letter of Transmittal

The Letter of Transmittal shall be addressed to Purchasing and must include the RFP number and title of the procurement, and must, at a minimum contain the following:

1. Identification of the offering firm(s), including name, address and telephone number.
2. Form of organization (corporation, partnership, sole proprietorship).
3. Acknowledgment of RFP addenda, if any.
4. Name, title, address, telephone number, number and email address of the proposer’s contact person during the period of proposal evaluation.
5. A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
6. Signature of person authorized to bind the proposer to the terms of the RFP.

B. Information Regarding Experience and Capacity

1. Please furnish a statement of the firm's experience and qualifications to perform the requested work.
   a) Provide a brief history of the firm, including the types of services offered;
   b) The year founded;
   c) Size and location of offices (if numbering greater than one);
   d) Number of employees;
   e) List of subsidiaries or partnerships it has with other firms;
   f) Firm’s office location(s). Identify which branch office, if any, that will perform or assist in performing the services for AAATA.

2. Please provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending and/or current litigation and/or judgements,
planned office closures, impending merger, work stoppages) that may impede the
Proposer's ability to complete the Scope of Work. Please note that all material
received by AAATA is subject to public review. AAATA therefore does not require
that financial forms and accounts be submitted with Proposals but does maintain
its right to view such documents without taking or receiving copies.

3. Describe in detail the firm’s experience in projects of similar size and scope
within the United States of America.

4. Supply a copy of current insurance certificate that demonstrate the ability of the firm to
obtain insurance in the amounts required by AAATA, or a letter from insurance
company stating insurability.

5. Proof of licensing in the State of Michigan to provide the requested services.

6. Please identify any subcontractors, especially DBE-certified subcontractors.

C. Information Regarding Personnel

1. Provide a summary of qualifications for the proposed Project Manager who will be
responsible for the satisfactory operation of all aspects of service provided under the
contract. Include years with the firm, managerial experience, contact information, and
any related training and certifications. The Project Manager will serve as the point of
contact for communication with AAATA during the project and will meet with AAATA
staff for contract coordination and other meetings when requested.

2. Provide summary of qualifications for employees who will be assigned to AAATA’s
account. Include experience, required skills, contact information, and any related
training and certifications.

3. Include an assurance that the Contractor’s personnel assigned to the contract are
accountable at all times for the work that they perform.

D. Proposed Equipment and Services Plan

Provide the following:

1. Quantity, size, type, features, and specifications of vending machines that will be
located in each of the three AAATA facilities.

2. Transition plan for how long it will take from time of award to installation to the full
implementation of service plan. The plan shall include the facility requirements
necessary for the installation and operation of the machines. Contractor shall coordinate
installation with the AAATA Project Manager.

3. Detail how machines will be stocked with product and with money, and how cash will
be collected from machines. Provide stocking plan to ensure machines have ample
product and available change.
4. Provide a proposal for how the refund bank at AAATA may be replenished.

5. Provide the reporting and accounting methods that will be used to insure correct percentage of gross receipts to AAATA.

6. Specify how sales and product problems and issues are handled, including customer issues, price increases, stock outs, and recalls.

7. Specify how equipment problems and issues are handled, including machine maintenance, cleaning, repairs, and replacements.

8. Specify guaranteed service response times for the product and sales team(s) and equipment maintenance and repair team(s).

9. Provide proposed service schedule and contact names and numbers for service and repair.

10. Provide a list of available product lines. Do not include prices or pricing structures in the Technical Proposal.

11. Option: If available, provide quantity, size, type, features, and specifications of hot beverage machines for each of the three AAATA facilities. Specify what product types, condiments, accessories are included and how the machines are serviced. Do not include prices or pricing structures in the Technical Proposal.

E. Exceptions and Deviations

Include any approved exceptions and/or deviations to the RFP or addenda. Include any and all of the firm’s own contracts or forms that it considers mandatory to use in connection with performing the Scope of Work. Please note that to the extent that a firm’s own contracts or forms contradict or purport to exclude any provisions of the RFP or addenda in whole or in part, the same will be treated as exceptions and/or deviations. Please note that any exceptions and/or deviations not approved by AAATA through addenda may result in the rejection of the proposal.

F. Addenda Issued for this RFP

Include a signed print out of all addenda (if any) issued for this RFP to demonstrate the Proposer’s understanding and acceptance of the addenda.

3.4 PRICE PROPOSAL

A. The Price Proposal consists of all of the Forms and Certifications located in Section 6 of this RFP, properly and fully completed and signed.

B. The Price Proposal requirements are as follows:

1. Price Proposals must be submitted separately in PDF format.
2. The Price Proposal Form and all the forms and certifications located in Section 6 of this RFP must be properly completed and signed.

3. Please note that included among these forms and certifications is a form for references. The references must be persons for whom your firm has performed projects that required capabilities and expertise similar to those required to successfully perform the Scope of Work in this RFP. AAATA is not responsible for lack of responses for any reason from vendor references.

4. All prices must be firm, fixed and expressed in U.S. dollars. Any recommended optional items or services and their prices, if applicable, should be indicated on separate pages. Please provide a detailed breakdown of fees, wherever necessary, on additional pages for the services requested.

5. AAATA will not be liable for any error in calculations by the contractor or subjected to revised prices during the contract term except if mutually agreeable.

6. AAATA is exempt from payment of Federal Excise Tax and State Sales Tax in connection with this Contract. Taxes shall not be included in the prices proposed.

7. Proposers should include any cash discounts for prompt payment offered.

8. Proposers should include pricing on the Option for Hot Beverage Machines, if available.

9. Proposed prices must include all costs associated with the performance of the work, including equipment, supervision, labor, transportation, delivery, and related costs. Charges not listed in the proposal response will not be allowed.

10. All-inclusive Price. The prices proposed shall include any items of labor, materials, tools, equipment, overhead, profit, insurance, and all other costs necessary to complete the work to specifications. Any items omitted from AAATA’s Scope of Work, which are clearly necessary for the completion of the work, shall be considered a portion of such work, although not directly specified or called for in these specifications.

3.5 AUTHORIZED SIGNATURES

Proposals must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work and services. Upon request of AAATA, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, their name, signature, and address must be shown. If a firm or partnership makes the proposal, the name and address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and address of the corporation and the title of the person signing on behalf of the corporation. Upon request of AAATA, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.
3.6 ACCEPTANCE PERIOD

Proposals and subsequent offers shall be valid for a period of ninety (90) days.

3.7 PUBLIC DISCLOSURE OF PROPOSALS AND MATERIAL AAATA RECEIVES

A. Access to government records, including those held by AAATA, is governed by the State of Michigan.

B. Proposals, documents and material pertaining to this RFP become the property of AAATA and shall be open to public inspection.

C. Proposers are advised that any proposals, documents and material they submit to AAATA in response to this RFP or in pursuit of a government-funded contract is open to public inspection. This includes, but is not limited to, proposals, documents and material that the proposer may deem to be confidential or proprietary in nature.

D. Under the State of Michigan Freedom of Information Act (FOIA), AAATA is obligated to provide access to, or copies of, material it has in its possession if and when another party makes a FOIA request. AAATA is not allowed to withhold or redact material that the Proposer may find sensitive even if the proposer identifies the material as confidential, propriety, trade secret, etc.

E. Proposers should assume that any and all material they submit to AAATA will be shared with the public.

F. AAATA will not notify proposers or contractors if and when a FOIA request is made for information it provided to AAATA.

G. In the event that AAATA needs to view confidential or proprietary information such as, but not limited to, financial statements, schematics, designs, etc., AAATA will view the material in person. In such cases, the proposer may be required to bring the material to AAATA’s offices for viewing. At other times, AAATA staff may view the material in the proposer’s place of business or at another site.

H. It is the proposer’s responsibility to provide as complete a proposal as possible so that AAATA may properly evaluate the proposal for selection of award. Proposers are invited to indicate in their proposals or other documents that material pertinent to the proposer’s ability or capacity is available for viewing. However, proposals that, in AAATA’s sole opinion, are too heavily dependent on viewing material and provide little written material on which AAATA may evaluate the proposer, may receive lower evaluation scores and the Proposer will not be considered further.

I. AAATA is under no obligation to meet with or view material from proposers whose proposals do not fall within a competitive range after evaluation.

3.8 PROPOSAL ACCEPTANCE OR REJECTION

AAATA reserves the right to:
A. Reject any or all Proposals, in full or in part for sound, documentable, business reasons, or to accept any Proposal, in full or in part, or to waive any informality in any Proposal deemed to be the best interest of AAATA.

B. Reject Proposals which have major deviations from AAATA's specifications; and accept a proposal that has only minor deviations.

C. Postpone the Proposal Due Date or cancel the solicitation.

D. Consider any specific proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive.

E. Waive any defects, or minor informalities or irregularities in any proposal that do not materially affect the proposal or prejudice other Proposers.

F. If there is evidence indicating that Proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposers will be rejected and such evidence may be a cause for disqualification of the participants in future solicitations undertaken by AAATA.

G. AAATA may reject a proposal that includes unacceptable exceptions and/or deviations.

3.9 EXAMINATION OF SOLICITATION DOCUMENTS

Each Proposer shall examine the solicitation documents carefully and shall make timely written request to AAATA’s Contracting Officer for interpretation or correction of any ambiguity, inconsistency or errors which are discovered. Please refer to the Solicitation Schedule for the due date for Requests for Clarification and Questions. Only written interpretations or corrections by addendum issued by AAATA will be binding. No explanations or interpretations by any other means will be considered binding.

3.10 CONTRACTOR CONFLICTS OF INTEREST

A. There must be no conflict of interest on the part of the Contractor. The Contractor must ensure that there is no real or perceived conflict of interest of clients at any time during the life of the contract. If the Contractor has any clients which would be perceived as improper in its alliance to AAATA at the time of award of Contract or obtains any such client through the life of the Contract, the Contractor shall promptly notify AAATA of such clients.

B. The Contractor will be afforded the opportunity to explain any efforts that it intends to take to mitigate any conflict of interest. However, AAATA shall have the final determination as to any activity which constitutes a conflict of interest pursuant to these provisions, and AAATA’s decision shall be final.

C. Failure of the Contractor to appropriately disclose, eliminate or mitigate conflicts of interest shall constitute a material breach of the Contract and be subject to termination as provided herein. AAATA’s Board of Directors has a policy that prohibits hiring a former Board member as an agency employee or supplier within one year of that member’s departure from the Board.
Disclosure of this or any other any actual or potential conflict of interest shall be made in the proposal unless the circumstances arise later, in which event disclosure shall be made with reasonable promptness.

3.11 PROPOSER COMMUNICATIONS AND REQUESTS

A. All correspondence and/or contact concerning any aspect of this solicitation or offers shall be with the Contracting Officer in writing. Telephone communications will not be entertained. Proposers and their representatives shall not make any contact with or communicate with any members of AAATA, or its employees and consultants, other than the Contracting Officer concerning any aspect of this solicitation or offers. Proposers may be disqualified if any unsolicited contact related to this solicitation is made with an employee or representative of AAATA other than the Contracting Officer.

B. At any time during this procurement up to the time specified, Proposers may request in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified items and for any brand names. Such written requests shall be made to the Contracting Officer. The Proposer making the request shall be responsible for its proper delivery to AAATA. AAATA will not respond to oral requests. Any request for a change to any requirement of the contract documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by AAATA in the form of written addenda only. Only written responses provided as addenda shall be official and no other forms of communication with any officer, employee or agent of AAATA shall be binding on AAATA.

C. Proposers’ Request for Clarifications and Questions must be received by the time and date indicated in the Solicitation Schedule.

D. If it should appear to a prospective Proposer that the Scope of Work is not sufficiently described or explained in the RFP or contract documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local law, ordinance, rule, regulation, or other standard or requirement, the Proposer shall submit a written request for clarification to AAATA within the time period specified.

E. Proposers who wish to request contractual change (i.e. changes to the Terms and Conditions described in this RFP) must submit a written request to the Contracting Officer. All such written requests are due at the same time Requests for Clarification and Questions are due.

F. Proposals containing contractual changes that have not been submitted in writing and allowed by issuance of addenda may be rejected.

G. All deviations not found to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures but may result in the proposer receiving a less favorable evaluation than without the deviation.

3.12 ADDENDA TO THE RFP
A. AAATA reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda.

B. AAATA will post addenda online where the RFP was originally posted.

C. **It is the proposer’s responsibility to check online for responses to Requests for Clarification and Questions and for the existence of any other addenda. AAATA will not forward addenda or notices of addenda directly to prospective Proposers.**

D. Prospective Proposers shall be responsible to collect addenda at the location provided or receive the same otherwise. Failure of any prospective Proposer to receive addenda shall not relieve the Proposer from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified.

E. All addenda issued shall become part of the RFP. Proposers shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals. Failure to acknowledge in their proposals receipt of addenda may, at AAATA's sole option, disqualify the proposal.

F. If AAATA determines that the addenda may require significant changes in the preparation of proposals, the Proposal due date may be postponed by the number of days that AAATA determines will allow Proposers sufficient time to revise their proposals. Any new due date shall be included in the addenda.

G. Any Proposer wishing to offer a proposal with conditions, exceptions, and/or deviations to the Scope of Service, Provisions, or Terms and Conditions contained in this RFP must submit their request for such in writing. Requests must be explicitly, fully and separately stated in a request and must set forth at a minimum the specific reasons for each deviation so that it can be fully considered and evaluated by AAATA.

The timeline for submitted requests for exceptions or deviations is the same as the due date and time for Requests for Clarifications and Questions as set forth in the Solicitation Schedule.

A.13 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING

A. Proposals stating conditions, exceptions, reservations or understandings (hereinafter deviations) relating to the RFP may be rejected unless approved by AAATA through written addenda.

B. Conditional proposals, or those which take exception to the specifications, may be considered non-responsive and may be rejected unless specific approval from AAATA is requested in writing before the deadline by the Proposer and AAATA issues approval through addenda that is posted for all potential Proposers to see.

C. All deviations not found to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures but may result in the Proposer receiving a less favorable evaluation than without the deviation.

3.14 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A. A proposed unilateral modification by a Proposer to any part of a proposal already received will be accepted by AAATA only if the modification is received prior to the Proposal Due Date.
B. A Proposer may withdraw the entire Proposal already received prior to the Proposal Due Date by submitting a written request for withdrawal executed by the Proposer's authorized representative. After the Proposal Due Date, a Proposal may be withdrawn only if AAATA fails to award the Contract within the proposal validity period or any agreed upon extension or AAATA approved condition thereof. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.

C. This provision for modification and withdrawal of Proposals may not be utilized by a Proposer as a means to submit a late proposal and, as such, will not alter AAATA's right to reject a late proposal.

3.15 PROPOSAL AS A CONTRACT

The Proposal does not become a contract unless and until AAATA executes the contract in the form of a signed agreement between the two parties. No other act by either party shall constitute a contract award.

3.16 WAIVER

Proposers represent and warrant that they have sufficiently informed themselves in all matters affecting the performance of the work called for in the scope of this project; that they have checked the proposal for errors and omissions; that the numerical figures and prices stated in the proposal are correct and as intended by them and is a complete and correct statement of the prices for performing the work required.

3.17 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

A. Opening of Proposals

Proposals will not be publicly opened.

B. General Information

1. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described in this section. Subject to AAATA's right to reject any or all proposals for sound, documentable, business reasons, the Proposer will be selected whose proposal is found to be most advantageous to AAATA, based upon consideration of the criteria. During the review of proposals, AAATA reserves the right to request clarification of minor issues from any Proposer. AAATA also reserves the right to adjust any evaluations made with incorrect or unclear information.

2. AAATA will consider all the material submitted by the Proposer and other available information that AAATA may obtain to determine whether the Proposer is capable of and has a history of successfully completing contracts of the type solicited. A clear and complete response to the solicitation is critical so that the evaluators may adequately understand all aspects of the proposal.
3. Proposers shall furnish acceptable evidence of their ability to perform, such as financial stability and the ability to obtain the necessary personnel when requested by AAATA. Refusal to provide any requested information may cause the proposal to be rejected.

4. The Offeror must follow the instructions of the RFP and include sufficient detail so that the proposal can be evaluated. The evaluators will determine the proposal that offers the best value to AAATA, price and other factors considered. This means that AAATA does not have to necessarily make an award to either the lowest priced proposal or to the highest qualified offeror.

5. The Evaluation Team will make such investigations as are considered necessary for complete evaluation. The Evaluation Team will employ those evaluation criteria set forth in this solicitation or in addenda that may be issued. The evaluation criteria shall be deemed to include any unstated sub-criterion that logically might be included within the scope of the stated criterion.

C. Evaluation Criteria

The selection of a successful proposer will be based on the following criteria:

- Experience and Qualifications
- Proposed Work Plan
- Conformance to Requirements and Specifications
- Price/fee Strategy, including but not limited to commission rate, estimated monthly payments, minimum annual guarantees and product cost to consumers
- References
- Oral Presentations/Interviews, if conducted

D. Evaluation Procedures

1. The Evaluation Team will include AAATA employees and representatives of AAATA’s choosing.

2. Proposers may be invited to interview with the Evaluation Team either in person or virtually. The Evaluation Team reserves the right to interview the Proposer(s) it selects. The Evaluation Team has no obligation to interview any or all Proposer(s).

3. AAATA reserves the right to invite top-rated Proposer(s) based on initial Proposal evaluation results to on-site tour(s) of one or more AAATA locations. All appointments for on-site tours and/or interviews will be by invitation only from AAATA Contracting Officer(s). All visiting Vendors will be required to comply with health and safety guidelines and policies, including COVID-19 precautions.

4. AAATA has no obligation to invite to tour and/or interview any or all Proposer(s). An invitation extended to an individual Proposer does not require invitations with any others. If interviews are conducted, AAATA has the right (but not the obligation) to adjust an Offeror’s evaluation upward or downward based on the results of the interview. AAATA reserves the right to select proposals that are in a competitive range, conduct discussions, and request Best and Final Offers. AAATA also reserves the right
to make an award with or without discussions and/or with or without requesting Best and Final Offers.

5. Evaluations will be made in strict accordance with the evaluation criteria and procedures. AAATA may select for an award the proposal from a responsible and qualified Proposer which does not render this procurement financially infeasible and is judged to be most advantageous to AAATA based on consideration of the Evaluation Criteria.

3.18 RESPONSE TO PROPOSALS

A. Notice of Award

The contract shall be deemed to include all provisions of this RFP, and all provisions required in public contracts by local, state and federal law.

The successful proposer will be given a Notice of Intent to Award/Notice of Award, and the award will become effective upon Contract signing.

B. Notice to Unsuccessful Proposers

1. After Notice of Intent to Award or the date of actual award, as the case may be, AAATA will inform unsuccessful proposers of the following information:

   a. The number of proposals AAATA received.

   b. The name of the successful proposer.

2. AAATA will endeavor to give such notice with reasonable promptness. However, AAATA's failure to do so shall not be deemed to affect the validity of the contract.

C. Single Proposal Response

If only one proposal is received and it is found by AAATA to be acceptable, a detailed price/cost proposal may be requested of the single proposer. A price or cost analysis, or both, possibly including an audit may be performed by or for AAATA of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The proposer has agreed to such analysis by submitting a proposal in response to this RFP. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar period. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the proposer's offer. It is conducted to form an opinion as to the degree to which the proposed costs represent what the proposer's performance should cost. A cost analysis is generally conducted to determine whether the proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analyses and the results therefrom shall not obligate
AAATA to accept such a single proposal, and AAATA may reject such proposal at its sole discretion.

D. Cancellation of Procurement

AAATA reserves the right to cancel the procurement, for sound business reasons, at any time before the Contract Documents are fully approved and executed on behalf of AAATA. AAATA will not pay Proposers any costs incurred in the preparation of a proposal responding to this RFP.

3.19 AVAILABILITY OF FUNDS

AAATA's obligation is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of AAATA for any payment shall arise until funds are made available to the AAATA for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.
SECTION 4 - SPECIAL PROVISIONS

4.1 CONTRACT DOCUMENTS

All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. Wherever conflicting, contradictory, or redundant statements exist between the Scope of Work and the other sections of the RFP document, the other sections of the RFP take precedence.

4.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

A. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its costs.

B. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and conditions or obstacles to be encountered as reasonably ascertained by AAATA. Any failure of the Contractor to take these actions will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work.

C. AAATA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available. Nor does AAATA assume responsibility for any understanding reached or representation made concerning conditions that can affect the work by any of its officers of agents before the execution of this Contract.

4.3 MODIFICATION TO CONTRACT

A. Written Change Orders

A change order is a written order signed by AAATA and issued to the Contractor, authorizing a change in the work and the amount of adjustment to the contract sum or the contract time if applicable; or in the terms and conditions of the Contract. Changes may only be authorized by a change order. The only exception to this is emergencies which threaten life or property as determined by AAATA.

Oral change orders are not permitted. No change in the contract shall be made unless AAATA gives prior written approval. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract signed by AAATA. A properly executed change order shall be a part of the Contract documents and shall take precedence over previous executed contract provisions.

B. Change Order Procedure

Within fifteen (15) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to AAATA a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the
contractor and AAATA. At this time, a detailed modification shall be executed in writing by both parties.

4.4 RESERVED RIGHTS OF AAATA IN THE SOLICITATION PROCESS

In addition to all other rights of AAATA under Michigan and Federal law, AAATA reserves the right to:

A. Rank Proposers and negotiate with the highest-ranking Proposer(s). Negotiation with an individual Proposer does not require negotiation with others.

B. Interview any firm in a competitive range as determined by AAATA. An interview with an individual Proposer does not require interviews with others.

C. Select the Proposal that it believes will serve the best interest of AAATA.

D. Reject any and all Proposals for sound, documentable, business reasons.

E. Reject Proposals which have major deviations from AAATA’s specifications; and accept a Proposal that has only minor deviations.

F. Remedy or waive technical or immaterial errors in the RFP.

G. Request any necessary clarifications or proposal data without changing the terms.

H. Make selection of the proposer to perform the services required based on the original proposals without negotiations.

I. Postpone the Proposal Due Date or cancel the solicitation.

J. Make all final determination as to whether the services and scope of service have been satisfactorily completed.

4.5 PROTEST PROCEDURES

A. General Procedures

1. Any Proposer or Contractor whose direct economic interest would be affected by the award of the Contract or the failure to award the Contract may file a protest, claim or dispute with AAATA pursuant to these protest procedures prior to filing any protest, claim or dispute with the FTA.

2. Protests, claims or disputes, where applicable, shall be in writing and filed with AAATA’s Chief Executive Officer (CEO), 2700 South Industrial Hwy, Ann Arbor, MI 48104. Failure to comply with any of the requirements may result in rejection of the protest.

B. Protest Before Proposal Opening
Protests shall be submitted in writing prior to the opening of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to the opening. In that case, the protest shall be submitted within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest. The protest shall clearly identify:

1. The name, address, and telephone number of the protester.

2. The grounds for the protest, any and all documentation to support the protest and the relief sought.

3. Steps that have been taken to date in an attempt to correct the alleged problem or concern.

C. Protest After Award

1. Any individual or entity may file a protest with AAATA alleging a violation of applicable federal, state law and/or AAATA policy or procedure relative to seeking, evaluating and/or intent to award a procurement Contract. In addition, any individual or entity may file a protest with AAATA alleging that AAATA has failed to follow its Procurement Protest Procedures. Such protest must be filed no later than five (5) calendar days from the notice of intent to award or non-award of the procurement Contract.

2. A protest, dispute, or claim with respect to the award of a Contract through solicitation of bids shall be submitted in writing within five (5) days of notification of such award to AAATA’s CEO for a decision. All claims shall clearly identify:

   a. The name, address, and telephone number of the protester.

   b. The grounds for the protest, any and all documentation to support the protest and the relief sought.

   c. Steps that have been taken to date in an attempt to correct the alleged problem or concern.

A written decision by AAATA’s CEO stating the grounds for allowing or denying the protest will be mailed to the protestor prior to execution of the Contract. Such decision shall be final unless AAATA’s Board of Directors accepts an appeal of the CEO’s decision.

D. FTA Protest Procedures

FTA will only review protests regarding the alleged failure of the Authority to have no written protest procedures, the failure to follow such procedures, and any protests based on AAATA violating a federal law or regulation. An alleged violation on other grounds falls under the jurisdiction of the appropriate State or local administrative or judicial authority. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with the Federal regulation. FTA will only review protests submitted by an intercede party as defined in FTA 4220.1F. FTA’s decision on any appeal will be final. FTA will be notified of any protest that AAATA receives from any contract using federal funds.
4.6 INSURANCE REQUIREMENTS

If any work is to be performed on AAATA premises, the contractor must furnish acceptable proof of insurance to AAATA prior to commencing such work. In such cases:

A. The Contractor shall purchase and maintain, throughout the term of the Contract, insurance from an insurance company authorized to do business in the State of Michigan that will protect Contractors, subcontractors, and the owner from all liability claims under the Contract. The insurance must name AAATA as additional insured party on appropriate coverage(s) where possible. The amount of insurance shall not be less than the following:

1. Workers’ Compensation, disability benefit and other similar employee benefit acts in the amount required under State of Michigan law. A nonresident Contractor shall have insurance for benefits payable under Michigan’s Workers’ Compensation law for any employee resident of and hired in Michigan. The Contractor shall maintain coverage for employees of other states as mandated.

2. Comprehensive General Liability: $2,000,000
   Bodily injury and property damage combined single limit including personal injury and completed operations.

3. Vehicle Insurance: $2,000,000
   Liability, including standard no-fault

B. The Contractor may not start work until evidence of all required insurance has been submitted and approved by AAATA. The Contractor must cease work if any of the required insurance is canceled or expires. One copy of the certificate of insurance shall be submitted to and approved by AAATA prior to the execution of Contract.

C. All policies providing contractor’s insurance shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to AAATA.

D. All Commercial General Liability and Automobile Liability insurance provided shall name AAATA as an additional insured.

E. The limits of liability may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required.

F. All policies of insurance presented, as proof of compliance shall be on forms and with insurance companies approved by AAATA. All such insurance policies shall be provided by insurance companies having Best’s ratings of B+ or greater and VI or greater (B+/VI) as shown in the most current issue of Best’s Key Rating Guide. Policies of insurance insured by insurance companies not rated by Best’s or having Best’s ratings lower than B+/VI will not be accepted as complying with the insurance requirements of the contract unless such insurance companies were approved in writing prior to award of the contract.
4.7 PRICE ADJUSTMENT FOR REGULATORY CHANGES

If price adjustment is indicated, either upward or downward, it shall be negotiated between AAATA and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective after the Due Date. Such price adjustment may be audited, where required.

4.8 PAYMENT TO CONTRACTOR

Contractor shall submit itemized invoices and any supporting data in the form and detail as requested by authorized AAATA representatives per the agreed upon project schedule and as outlined in the Contract.

4.9 SUBCONTRACTING

Should proposing vendor intend to subcontract all or part of the work specified, name(s) and address(es) of subcontractor(s) must be listed. Contractor shall not subcontract any portion of work without prior written consent from AAATA. Proposing vendor shall be responsible for subcontractor(s) full compliance with the requirements of this solicitation.

4.10 DRUGS, ALCOHOL, AND TOBACCO

A. Contractor shall provide AAATA with details regarding its alcohol and drug screening policy and program upon request. Should any updates or changes be made, Contractor shall provide timely notice of such changes.

B. Contractor staff and subcontractors are prohibited from possessing, consuming, buying, selling, and/or being under the influence of alcohol or drugs. If found to be in non-compliance by AAATA, Contractor shall immediately remove employee, and any violation(s) may lead to suspension or termination of the Contract with AAATA reserving its right to pursue any other available rights and remedies.

4.11 SAFETY

The Contractor shall understand that they are responsible for maintaining a safe and healthy work environment during all phases of this project. It is the expectation that the contractor shall adhere to all applicable federal, state, and local laws codes and ordinances, including, but not limited to, those promulgated by MIOSHA, FED-OSHA, and EPA.

This means that the contractor will comply with the AAATA Contractors Safety Program and all applicable safety standards communicated to the designated contractor by AAATA in relation to the work to be performed. The selected contractor for this project shall be prepared to submit safety documentation to the AAATA for review and approval prior to the start of any work. This documentation shall include but not be limited to safety training records, company safety plan, OSHA 300A records or other.

This requirement for compliance shall also extend to any sub-contractors utilized by the contractor for this project, whereas the responsibility for sub-contractor safety compliance shall be that of the general contractor. During the contract, situations of non-compliance with the contractor's safety and health
plan, AAATA’s safety requirements, or applicable regulatory safety and health standards will be brought to the attention of the contractor’s representative to facilitate corrective measures. Failure to correct the violation or continued violations shall be grounds for suspension or termination of the contract.

The intent of the AAATA Contractor Safety Program is to confirm that a safe working environment is maintained as part of the quality work that will be performed by the selected contractor.

4.12 ACCIDENTS

The Contractor will report to AAATA’s Project Manager any and all accidents involving any property damage or personal injury immediately following said accident or discovery of accident damage. AAATA shall be indemnified and held harmless for such accidents.

4.13 DAMAGE

The Contractor shall be held responsible for any breakage and/or loss of AAATA property, equipment or supplies through negligence of the Contractor or their employees or subcontractors while working under this contract. The Contractor shall be responsible for restoring or replacing any data, equipment, facilities, etc. so damaged. The Contractor shall immediately report to AAATA any damages to the premises, property, or equipment resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

4.14 LIABILITY FOR DAMAGES

A. The Contractor assumes complete liability for equipment, articles, or material furnished by AAATA to the Contractor in connection with any work order and the Contractor agrees to pay for all such equipment, articles, or material spoiled by it or not otherwise accounted for to AAATA’s satisfaction.

B. The Contractor shall be liable for any damage done to AAATA’s buildings, equipment and/or vehicles from the time the Contractor starts work until the time the work is completed and accepted by AAATA.

C. Should damage occur as a result of the Contractor’s work, the Contractor is responsible for the repair and/or replacement of the damaged area or item. AAATA shall repair and/or replace, or require Contractor to repair and/or replace, any damaged area or item and charge the cost to the Contractor or deduct the cost from the Contractor’s payment. The Contractor shall be liable for any damage resulting from the workmanship of the Contractor’s personnel.

4.15 PERFORMANCE

A. All work shall be performed in accordance with OSHA, MIOSHA, the City of Ann Arbor (or the City of Ypsilanti where applicable), State and Federal codes, ordinances, laws and regulations as well as AAATA policies. Should the Contractor furnish any services, equipment, and/or supplies contrary to such codes, ordinances, laws and regulations, the Contractor shall assume full responsibility for its actions and shall bear all costs attributed to work.

B. Workmanship provided by the Contractor, its subcontractors, or suppliers, shall be of the best quality and shall conform in all respects to the best practice in the industry or representative
trade. Work performed by the Contractor under AAATA’s Contract shall be subject to inspection and acceptance by AAATA at all times. If, prior to final acceptance, any services and/or any materials and supplies furnished are found to be incomplete, or not as specified, AAATA may reject them and require the Contractor to correct them without charge.

C. Contractor must observe all restricted areas of AAATA properties. Contractor shall only have access to the area(s) in which it is assigned work and at the date(s) and time(s) agreed upon by AAATA and Contractor. Contractor must surrender all property of AAATA including equipment, materials, parts, keys, badges, etc. immediately upon request of AAATA.

D. Contractor is forbidden to make any purchases, or promises to purchase, goods or services under the name of, or acting on behalf of, AAATA without the written approval of the AAATA Procurement Manager or designated representative. Contractor shall not seek reimbursement for unapproved purchases. Contractor shall bear the sole responsibility and risk of all its procurements and purchases regardless of approval(s).

E. AAATA reserves the right to utilize outside services when necessary from other sources should it be determined by AAATA that the Contractor is unable to supply the services. In such as case, AAATA is not obligated to inform the Contractor. Costs to AAATA for these services may be deducted from the fees payable to the Contractor.

F. Contractor and its employees (i) Shall not engage in conduct which may result in adverse publicity or damage to AAATA and its intellectual property, name, reputation or goodwill; and/or (ii) Shall not issue press releases or statements concerning its business relationship with AAATA without prior written approval of AAATA. Any violation(s) may lead to suspension or termination of the Contract, with AAATA reserving its right to pursue any other available rights and remedies.

4.16 ADHERENCE TO LAWS

The Contractor shall adhere to all applicable federal, state, and local laws codes and ordinances, including, but not limited to, those promulgated by MI-OSHA, FED-OSHA, and EPA.
SECTION 5 – TERMS AND CONDITIONS

5.1 FTA FUNDING REQUIREMENTS AND INCORPORATION OF FTA TERMS

A. This purchase is anticipated to be financed in part by the Federal Transit Administration. Accordingly, federal requirements apply to this purchase, and if those federal requirements change then the changed requirements shall apply to the purchase as required.

B. The succeeding provisions include, in part, certain terms and conditions required by U.S. DOT, whether or not expressly set forth herein. All contractual provisions required by U.S. DOT, as set forth in the then-current version of FTA Circular 4220.1F or its successor, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any act the AAATA requests, which would cause the AAATA to be in violation of the FTA terms and conditions.

5.2 CHANGES IN FEDERAL LAWS AND REGULATIONS

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between AAATA and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor’s failure to so comply shall constitute a material breach of this Contract in compliance with 49 CFR Part 18.

5.3 NO OBLIGATION BY THE FEDERAL GOVERNMENT

A. AAATA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to AAATA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5.4 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTIONS

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5.5 ACCESS TO RECORDS AND REPORTS

A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, the Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

D. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1)) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

F. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

G. FTA does not require the inclusion of these requirements in subcontracts.

5.6 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from. (41 U.S.C. §22.)

5.7 PROHIBITED INTEREST
No member, officer, or employee of AAATA or of a local public body during their tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

5.8 CONFLICT OF INTEREST

A. The Contractor, by entering into the Contract with AAATA, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed or provided under the Contract and that it shall not employ any person or agent having such interests. In the event that the Contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to AAATA and take action immediately to eliminate the conflict or to withdraw from this Contract, as AAATA may require.

B. The Contractor also certifies that to the best of its knowledge, no AAATA Board Member or employee, or employee or officer of any agency interested in the Contract has a pecuniary interest in the business of the Contractor or with the Contract and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the Contract.

C. The Contractor, by entering into a Contract with AAATA further covenants: 1) that no person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and 2) that no gratuities were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member, or employee of AAATA or other governmental agency with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this service.

5.9 PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this Contract, the Contractor agrees as follows:

A. In accordance with Act No. 453, Public Acts of 1976, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the Contractor hereby agrees 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 a disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this Contract.

B. The Contractor hereby agrees that any and all subcontracts to this Contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in paragraph 19.1.

C. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their 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. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, stat that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual’s ability to perform the duties of a particular job or position.
E. The Contractor or their collective bargaining representative will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers’ representative of the contractor’s commitments.

F. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission, which may be in effect prior to the taking of bids for any individual state project.

G. The contractor will furnish and file compliance reports within such time as upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as the practices, program, and employment statistics of each subcontractor as well as the Contractor themselves, and said Contractor will permit access to their books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

H. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

I. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

5.10 CIVIL RIGHTS REQUIREMENTS

A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. The following equal opportunity requirements apply to the underlying Contract:

1. Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order no. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. §2000e note), and with any applicable Federal construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,
recruitment or recruitment advertising, layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623 and Federal transit law at 49 U.S. C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.


5.11 DISADVANTAGED BUSINESS ENTERPRISES PROGRAM

A. The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CRF Part 26 in the award and administration of DOT assisted contacts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as AAATA deems appropriate.

B. If a specific DBE goal is assigned to this contract, it will be stated in the Special Provisions section of this document. If the Contractor fails to exert sufficient, reasonable, and good faith efforts to involve DBE’s in the work provided, AAATA may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Provisions, it will be understood that NO specific goal is assigned to this contract.

C. A Disadvantaged Business Enterprise, or DBE, means a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals, and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

D. “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women; and any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

E. Contractors must pay subcontractors for satisfactory performance of their contracts no later than 30 days following the receipt of each payment made by AAATA to the prime contractor. This includes the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. AAATA may apply appropriate penalties for failure to comply with these terms and conditions. Any delay or postponement of payment among parties may take place only for good cause, and only with the prior written permission of AAATA. Contractors must include in their subcontracts language providing the appropriate alternative dispute resolution mechanisms to resolve payment disputes. Prime contractors will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

F. The Contractor must promptly notify AAATA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of AAATA.
5.12 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS

A. The Contractor shall submit with bid, documentation showing that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. For this purpose, the Contractor must complete and execute the form entitled “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.” Contractor also agrees to include this provision in any subcontract exceeding $25,000 and forward the certification to AAATA with bid.

B. By signing and submitting this proposal, the prospective participant is providing the signed certification set out in Debarment and Suspension Certification.

C. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, AAATA may pursue available remedies, including suspension and/or debarment.

D. The prospective participant shall provide immediate written notice to AAATA if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The term “proposal” means “Bid.” The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “primary covered transaction,” “principal,” “Bid,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact AAATA for assistance in obtaining a copy of these regulations.

F. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by AAATA.

G. The prospective participant further agrees by submitting this proposal that it will include the clause titled Debarment and Suspension Certification Requirements and the certificate form, without modification, in all covered transactions and in all solicitations for covered transactions.

H. The prospective participant in a covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List issued by U.S. General Service Administration.

I. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized by the government, if a participant in a covered transaction knowingly enters into a covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, AAATA may pursue available remedies including suspension and/or debarment.

5.13 LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS AND RESTRICTIONS ON LOBBYING
A.  In accordance with 31 U.S.C. (1352, and U.S. DOT regulations, “New Restrictions on Lobbying”, 49 C.F.R., Part 20), the Contractor must have provided a certification to AAATA that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

B.  Each tier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of AAATA, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to AAATA.

C.  Each proposer is required to review the above referenced regulations and complete and submit a Certification of Compliance with Federal Lobbying Regulations. Pursuant to federal regulations, the proposer is required to have all subcontractors (at any tier) providing more than $25,000 towards the Contract also complete with this Certification, to be included with the proposal.

5.14 NON-COLLUSION AFFIDAVIT

Proposers will be required to submit with their proposals a Non-Collusion Affidavit.

5.15 PENALTY FOR COLLUSION

If it is found that the person, firm or corporation to whom a Contract has been awarded has colluded with any other party or parties, then the Contract shall be null and void and the Contractor shall be liable to AAATA for all loss or damage that AAATA may suffer. The AAATA Board of Directors may advertise for a new Contract for required services.

5.16 CLEAN AIR REQUIREMENTS

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year. The Clean Air requirements flow down to all subcontracts which exceed $100,000.

A.  The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B.  The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

5.17 CLEAN WATER REQUIREMENTS

A.  The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to AAATA and understands and agrees that AAATA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B.  The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.
5.18 ENERGY CONSERVATION

The Contractor agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. Part 622, Subpart C.

5.19 RECYCLED PRODUCTS

Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

5.20 PRIVACY ACT

Should AAATA or Contractor, or any of its third-party contractors, sub-recipients, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 U.S.C. § 522(a), imposes information restrictions on the party managing the system of records.

For purposes of the Act, when the Contract involves the operation of a system of records on individuals to accomplish a government function, the recipient and any third-party contractors, sub-recipient and their employees involved therein are subject to the Act. The requirements of the Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved. Failure to comply with the terms of this Act will make this Contract subject to termination.

5.21 SAFE OPERATION OF MOTOR VEHICLES

A. General. The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance. The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.

B. Safe Operation of Motor Vehicles Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AAATA.

C. Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

5.22 PARTIES TO THE CONTRACT

The parties to the contract are the Procuring Agency (AAATA i.e. the Owner) and the Proposer (“Contractor”, “Bidder,” “Proposer” or “Offeror”) as set out in the accepted offer.

5.23 DEFINITIONS; SUPERSEDING EFFECT

Ann Arbor Area Transportation Authority
RFP 2021-07 Vending Machine Services

Page 40 of 74
References to Owner or to AAATA shall refer to the same entity and be synonymous for all purposes in this solicitation, and any resulting Agreement or Contract. All references to the Contractor or to Consultant shall refer to the same entity and be synonymous for all purposes under in this solicitation, and any resulting Agreement or Contract. References to “Agreement” or to “Contract” in this solicitation, and any resulting Agreement or Contract this Agreement shall refer to the same documents and be synonymous for all purposes under this solicitation, and any resulting Agreement or Contract.

5.24 TERMINATION

A. Termination for Convenience

AAATA may terminate this Contract, in whole or in part, at any time for its convenience by written notice to the Contractor when it is in AAATA’s best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AAATA to be paid. If the Contractor has any property in its possession belonging to AAATA, the Contractor will account for the same, and dispose of it in the manner AAATA directs.

B. Termination for Default/Breach

If the Contractor fails to perform in the manner called for in the contract, or the notice of termination, or if the Contractor fails to comply with any other provisions of this contract, AAATA may terminate this contract for default. AAATA shall terminate by delivering to the Contractor a Notice of Termination specifying the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance required in this Contract.

C. Termination for Force Majeure

AAATA may terminate this Contract upon written notice from the Contractor for unforeseen causes beyond the control and without the fault or negligence of the Contractor. Such causes are those of acts of God, acts of the public enemy, governmental acts, fires and epidemics whose causes irrecoverably disrupt or render impossible the Contractor’s performance. An “act of God” shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or make preparation in defense against such act.

D. Opportunity to Cure

AAATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor within ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to AAATA’s satisfaction the breach or default, within ten (10) calendar days after receipt by Contractor of written notice from AAATA, AAATA shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude AAATA from also pursuing all available remedies against Contractor and its sureties, if any, for said breach or default.

E. Waiver of Remedies for any Breach

In the event that AAATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by AAATA shall not limit AAATA’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5.25 BREACHES AND DISPUTE RESOLUTION
A. Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by AAATA’s Chief Executive Officer (CEO). This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy of the decision, the Contractor mails or otherwise furnishes a written appeal to the CEO in accordance with the Notice delivery provisions of this Agreement. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CEO shall be binding upon the Contractor and the Contractor shall abide by the decision.

B. Unless otherwise directed by AAATA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

C. If the Contractor disputes the decision of the CEO, the provisions of this solicitation shall apply, however, the decision of the CEO shall remain binding except as otherwise determined pursuant to this Section.

D. Unless otherwise agreed upon in writing by the parties, disputes involving the AAATA and Contractor and which arise from any aspect of this Contract including, but not limited to, interpretation of the Contract, performance, default, or enforcement shall be decided by litigation in a court of competent jurisdiction located in Washtenaw County, Michigan. The court shall take into consideration the findings and decision of the CEO of AAATA with respect to any decision made by the court relating to any such dispute.

5.26 LITIGATION EXPENSES

In the event of any dispute that results in litigation or arbitration arising from or related to the services provided under this Contract, the prevailing party will be entitled to recovery of all reasonable costs incurred, including that party's time, court costs, attorney fees, or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party and shall not require initiation of a separate legal proceeding.

5.27 SUCCESSION

The Contract will be binding on the parties, their successors, and assigns, if any, except that nothing contained in this clause shall be construed to permit any attempted assignment which would be unauthorized or void pursuant to any other provision of this Contract.

5.28 ASSIGNMENT

Any Contract issued pursuant to this solicitation and the monies, which may become due, are not assignable except with the prior written approval of AAATA. Any required consent will not be unreasonably withheld or delayed.

5.29 INDEMNIFICATION

A. The Contractor shall, to the extent permitted by law (1) protect, indemnify and save AAATA and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys’ fees incurred by AAATA and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the negligent acts, errors or omissions of the Contractor, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against AAATA and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. AAATA shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of
defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. AAATA shall have the right to be represented therein by advisory counsel of its own selection at its own expense.

B. Nothing in this Contract shall be construed to waive AAATA’s immunities or liability limits provided under applicable state or federal law.

5.30 LIMITATION OF LIABILITY

AAATA’s liability is, in the aggregate, limited to the total amount payable under this Contract.

5.31 FLY AMERICA REQUIREMENTS

Applicability to Contracts: The Fly America Requirements apply to all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases ($3,500 or less, except for construction contracts over $2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

5.32 PROMPT PAYMENT

Applicability to Contracts: The Prompt Payment clause applies to all contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000).

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

5.33 INSPECTION OF WORK

AAATA shall have the right to review and inspect the progress of the work described herein at all times.

5.34 LAWS GOVERNING CONTRACT

This proposal and the resulting Contract shall be governed and construed in accordance with the laws of the State of Michigan. The parties stipulate that this Contract was entered into in the County of Washtenaw, in the State of Michigan. The parties further stipulate that the County of Washtenaw is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from. All parties to this proposal and any resulting contract agreed that venue shall be within the County of Washtenaw, Michigan. Each party will perform its obligations hereunder in accordance with applicable laws, rules, and regulations now or hereafter in affect.

5.35 COMPLETE AGREEMENT
The Contract resulting from this Solicitation, including exhibits and other documents incorporated in the Contract as Contract Documents or made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Contract between the Contractor and AAATA. The Contract supersedes all prior representations, understandings, and communications. The validity in whole or in part of any term or condition or the Contract shall not affect the validity of other terms or conditions. AAATA’s failure to insist in any one or more instances upon the Contractor’s performance of any term or condition of the Contract shall not be construed as a waiver or relinquishment of AAATA’s right to such performance, or to future performance, of such term or condition by the Contractor, and Contractor’s obligation for performance of that term or condition shall continue in full force and effect.

5.36 SEVERABILITY

If any provisions or portion of any provision, of the Contract are held invalid, illegal or unenforceable, they shall be severed from the Contract and the remaining provisions shall be valid and enforceable.

SECTION 6 – REQUIRED FORMS AND CERTIFICATIONS AND PRICE PROPOSAL FORM
DO NOT ENCLOSE THESE FORMS OR CERTIFICATIONS IN THE TECHNICAL PROPOSAL.

SUBMIT ALL COMPLETED FORMS AND CERTIFICATIONS IN THIS SECTION, INCLUDING REFERENCES AND QUOTATION FORM, IN A SEPARATE FILE LABELED PRICE PROPOSAL, THE RFP NUMBER AND TITLE, AND YOUR COMPANY NAME.

- Agreement of Goods and Services
- Receipt of Addenda Form
- Certificate Regarding Debarred Contractors
- Restrictions on Lobbying
- Disclosure of Lobbying Activities
- Certificate of Non-Collusion
- Affirmative Action Plan Certification
- Covenants Against Gratuities
- Living Wage Policy- Vendor Declaration of Compliance
- Vendor Certification That it is Not an “Iran Linked Business”
- References
- Price Proposal Form and Available Product List

PLEASE SEE THE FOLLOWING PAGES
AGREEMENT OF GOODS AND SERVICES

TO: Ann Arbor Area Transportation Authority
    2700 S. Industrial Hwy.
    Ann Arbor, MI 48104

The undersigned hereby agrees to furnish the goods and services as listed below in accordance with the specifications which have been carefully examined and are attached.

Name of Authorized Representative: ________________________________________________

Signature of Authorized Representative: ____________________________________________

Title: ________________________________

Date: ____________________________

Telephone: __________________________

Email address: _______________________

For (Company): ________________________________

Address: __________________________________________

City, State, Zip: ________________________________

Please note if a prompt payment discount is offered: ______% @ ________ days
PROPOSAL ADDENDA ACKNOWLEDGEMENT FORM

The undersigned acknowledges receipt of the following addenda to the document:

Addendum No. __________________________ Dated ________________

Addendum No. __________________________ Dated ________________

Addendum No. __________________________ Dated ________________

Addendum No. __________________________ Dated ________________

Addendum No. __________________________ Dated ________________

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

The undersigned understands that any conditions stated above, clarifications made to above or information submitted on or with this form other than that requested, will render Proposal unresponsive.

Signature: _______________________________

Printed Name and Title: ____________________

Company: ________________________________

Date: ____________________________________
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT

All primary participants in contracts over $25,000 shall be required to execute the certification listed below.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third-party contract), hereby certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTACT), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERE TO.

The undersigned for the ____________________________ hereby certifies that

(__________________________) has authority under State and local law to comply with the

(subject assurances and that the certification above has been legally made.

________________________________________
Authorized Representative

______________________________
PRINTED

______________________________
SIGNED

LOBBYING
Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]


Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.


49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress or State Legislature, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature: ________________________________________________________________

Typed or Printed Name: _____________________________________________________

Company: ________________________________________________________________

Title: ________________________________________________________________

Date: ___________________________________________________________________
## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. For this RFP, in Boxes 1, 2 and 3 – circle A; in Box 4 – put the Bidding firm’s name and address; Boxes 5, 7, 8 and 9 – leave blank; Box 6 has already been completed; Box 10 – put NA if Bidding firm does NOT participate in lobbying; Box 11 - read and complete neighboring box.

<table>
<thead>
<tr>
<th>1. Type of Federal Action: (circle one)</th>
<th>2. Status of Federal Action: (circle one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Report Type: (circle one)</th>
<th>4. Name and Address of Reporting Entity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. initial filing</td>
<td>Prime:</td>
</tr>
<tr>
<td>b. material change</td>
<td>Sub-awardee:</td>
</tr>
</tbody>
</table>

For Material Change Only:
- year___________ quarter____________
- date of last report____________

<table>
<thead>
<tr>
<th>5. If Reporting Entity in No. 4 is a Sub- awardee, enter name and address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Congressional District, if known:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Federal Department/Agency:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Transit Administration</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Providing funding to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ann Arbor Area Transportation Authority</td>
</tr>
<tr>
<td>2700 S. Industrial Hwy.</td>
</tr>
<tr>
<td>Ann Arbor, MI 48104</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Federal Program Name/Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFDA Number, if applicable:__________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
</tr>
</thead>
</table>
9. Award Amount, *if known*:

$__________________________

10. a. Name and Address of Lobbying Registrant
(If individual, last name, first name, MI):

b. Individual Performing Services
(including address if different from No. 10a)
(last name, first name, MI):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Federal Use Only:

Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)
CERTIFICATE OF NON-COLLUSION

I hereby swear (or affirm) under penalty for perjury:

1. That I am the proposer or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);

2. That the attached bid has been arrived at by the proposer independently and has been submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the Request for Proposal, designed to limit independent bids or competition;

3. That the contents of the proposal has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposer, and will not be communicated to any such person prior to the official opening of the proposals; and,

4. That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Signed______________________________________________________________

Name_______________________________________________________________

Firm Name__________________________________________________________

Subscribed and sworn to this________day of__________, 20__

Proposer’s E.I. Number_____________________________________________
(Number used on employer’s Quarterly Federal Tax Return)
AFFIRMATIVE ACTION PLAN CERTIFICATION

The undersigned hereby certifies that the business is in compliance with all federal affirmative action requirements applicable to the business.

Signature: __________________________________________________________

Typed Name: _______________________________________________________

Company: __________________________________________________________

Title: __________________________________________________________________

Date: __________________________________________________________________

Proposer’s firm is: (check or complete all applicable boxes)

[ ] an individual
[ ] a partnership
[ ] a non-profit organization
[ ] a corporation, incorporated under the laws of the State of ______________
[ ] a limited liability corporation (LLC)
[ ] other: __________________________________________________________________
COVENANTS AGAINST GRATUITIES

Neither proposer nor any of its employees, representatives or agents have offered or given gratuities or will offer or give gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of AAATA with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to proposer selection or the performance of the Contract.

The undersigned proposer certifies that the foregoing is true.

______________________________  _________________________________
Date                                      Company

________________________________________
Authorized Representative          PRINTED NAME

________________________________________
Authorized Representative          SIGNATURE
ANN ARBOR AREA TRANSPORTATION AUTHORITY (AAATA)
LIVING WAGE POLICY

1.0 PURPOSE

1.01 It is the purpose of this Living Wage Policy

- to increase the quality and reliability of services procured for AAATA or provided to AAATA by contractors, vendors, and grantees by promoting higher productivity and retention of employees working on AAATA contracts and grants;

- to use AAATA spending to encourage the development of jobs paying wages above the poverty level;

- to use AAATA spending and procurement of services to require covered employers that provide services to AAATA or that receive certain other forms of financial assistance from AAATA for providing services to AAATA to pay their employees a "Living Wage," sufficient to meet their employees' basic subsistence needs in the Ann Arbor urbanized area;

- to raise the income of low-income working people and their families employed by covered employers on AAATA contracts or grants;

- to permit hardship exemptions for certain non-profit employers from the provisions of this Policy;

- to provide incentives for covered employers to provide health insurance to their employees;

- to monitor and enforce the requirements of this Policy; and

- for other purposes.

1.02 This Policy is not intended to contradict any existing federal, state, county, or city laws, regulations, or ordinances, and provides for payment of living wages only to employees of covered employers. This Policy does not affect the wages paid by any business or individual that chooses not to provide services covered by this Policy to AAATA, or that chooses not to accept AAATA grants falling within this Policy’s coverage.

2.00 DEFINITIONS

For purposes of this Policy, the following definitions shall apply:

2.01 Contractor/vendor is a person or entity that has a contract with AAATA primarily for the furnishing of services where the total amount of the contract or contracts with AAATA exceeds $10,000.00 for any 12-month period. "Contractor/vendor" does not include a person or entity that has a contract with AAATA primarily for the purchase of goods or property or for the lease of goods or property to or from AAATA.

2.02 Covered employee means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from AAATA; provided, however, that
persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Policy

2.03 Covered employer means a contractor/vendor or grantee that has not been granted an exemption from this Policy.

2.04 Employee means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term “employee" does not include any individual who volunteers to perform services for an employer if:

a. The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and

b. Such services are not the same type of services which the individual is employed to perform for such employer.

2.05 **Employee health benefits or health benefits** means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents) of at least 50% of the cost for such benefits, provided that matching contributions from the employee shall not exceed 20% of the employee’s average weekly wages.

2.06 **Grant** means any form of financial assistance to a "Grantee" (as set forth in item #7 below). "Grant" does not include financial assistance used for the purchase or lease of property or other non-personnel costs.

2.07 **Grantee** is a person or entity that is a recipient of any financial assistance from AAATA in the form of any federal, state or local grant program administered AAATA, bond financing, direct grant, or any other form of financial assistance that exceeds $10,000.00 for any 12-month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds $10,000.00 for any 12-month period.

2.08 **Living wage** means a wage equal to the levels established in this Policy.

2.09 **Person** means any individual, co-partnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.

2.10 **$10,000.00 for any 12-month period** is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

3.00 **APPLICABILITY**

3.01 This Policy shall apply to any person that is a contractor/vendor or grantee as defined above that employs or contracts with five (5) or more individuals; provided, however, that this Policy shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with twenty (20) or more individuals.
3.02 This Policy shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Policy and to the extension or renewal after the effective date of this Policy of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

4.00 LIVING WAGES REQUIRED

4.01 Every contractor/vendor or grantee, as defined in this Policy, shall pay its covered employees a living wage no less than the living wage as established by ordinances of the City of Ann Arbor. The living wage, as established by the City of Ann Arbor, will take into account whether the employer provides health care benefits (as defined in this policy) to its covered employees, or does not provide such health care benefits.

4.02 In order to qualify to pay the living wage rate for covered employers providing employee health care under this Policy, a covered employer shall furnish proof of said health care coverage and payment thereof to the AAATA Purchasing Contracts Coordinator or his/her designee.

4.03 The amount of the living wage established by this Policy for all existing and future contracts shall be adjusted by AAATA and all of its covered employers no less than ninety (90) days following any change in the Living Wage Ordinance as established, changed, or adjusted by the City of Ann Arbor.

5.00 EMPLOYEES COVERED

A covered employer shall pay each of its employees performing work on any covered contract or grant with AAATA no less than a living wage as defined in Section 4.00 above.

6.00 EXEMPTIONS

Notwithstanding any other provisions in this Policy, the following exemptions shall apply:

6.01 For any contract or grant, the AAATA Board of Directors may grant a partial or complete exemption from the requirements of this Policy if it determines one of the following:

   a. To avoid any application of this Policy that would violate federal, state or local law(s); or b. the application of this Policy would cause demonstrated economic harm to an otherwise covered employer or grantee that is a non-profit organization, and the AAATA Board of Directors finds that said harm outweighs the benefits of this Policy.

6.02 A loan shall be considered a grant under this ordinance only to the extent that a loan is provided at below market interest rates and then only the difference between the amount of the loan and the present value of the payments there-under, discounted over the life of the loan, shall be treated as financial assistance under this Policy.

6.03 A payment of funds for the purpose of purchasing services, property, or goods on behalf of individuals being assisted by a covered employer or potentially covered employer (known as a "pass through" grant) that is used for said purchases shall not be considered a grant; such funds shall be considered a grant only to the extent that any such funds are retained by the covered employer or grantee.
employer or potentially covered employer to provide financial assistance and support to its own operations.

7.00 MONITORING AND ENFORCEMENT

7.01 Every covered employer shall agree to the payment of a living wage as a condition of entering into or renewing a covered contract or grant with AAATA, shall agree to post a notice regarding the applicability of this Policy in every workplace or other location in which employees or other persons contracted for employment are working, and shall agree to provide payroll records or other documentation as deemed necessary within ten (10) business days from the receipt of a request made by AAATA. All AAATA contracts and grants covered by this Policy shall provide that a violation of the living wage requirements of this Policy shall be a material breach of the contract or grant.

7.02 Each covered employer shall submit to the AAATA Purchasing Contracts Coordinator information regarding number of employees and applicable wage rates of its employees covered by this Chapter in such manner as requested by that office. At the request of the AAATA Purchasing Contracts Coordinator, any contractor/vendor or grantee shall provide satisfactory proof of compliance with the living wage provisions of this Policy.

7.03 Any person may submit a complaint or report of a violation of this Policy to the AAATA Chief Executive Officer’s Office. Upon receipt of such a complaint or report, the AAATA Purchasing Contracts Coordinator shall investigate to determine if there has been a violation of this Policy.

8.00 PENALTIES AND ENFORCEMENT

8.01 A violation of any provision of this Policy will be considered a material breach of the contract between AAATA and the employer. As satisfaction of this breach, AAATA may require the employer to pay all affected employees the difference between wages actually paid and the living wage that should have been paid, together with interest, and other relief deemed appropriate. The employer shall have a period of time not to exceed sixty days from the issuance by AAATA of a notice of breach due to a violation of this Policy to make any and all corrections.

8.02 In addition to enforcement under 8.01 above, AAATA shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected covered employer or to cancel, terminate or suspend the contract in whole or in part and/or to refuse any further payments under the contract or grant.

8.03 Nothing contained in this Policy shall be construed to limit in any way the remedies, legal or equitable, which are available to AAATA or any other person for the correction of violations of this Policy.

9.00 OTHER POLICY PROVISIONS

9.01 No affected covered employer shall reduce the compensation, wages, fringe benefits, or leave available to any covered employee or person contracted for employment in order to pay the living wage required by this Policy.
9.02 Nothing in this Policy shall be construed to require AAATA to take action which would conflict with, interfere with, and/or supersede any provision of a collective bargaining agreement with any union representing AAATA employees, which deals with the provision of health care to AAATA employees.

9.03 No employee covered by a federal, state or local law requiring the payment of prevailing wages shall be covered by this Policy.

9.04 This Policy shall not be construed to apply to any person or entity that is a tax-exempt religious, educational or charitable organization under state or federal law, but is not a contractor/vendor or grantee as defined in this Policy.

9.05 This Policy shall not be applicable to the establishment and/or continuation of the following if developed specifically for youth, high school and/or college students:

   a. A bona fide training program.
   b. A non-profit summer program.
   c. A non-profit youth employment program.
   d. A work-study, volunteer/public service, or internship program.
ANN ARBOR AREA TRANSPORTATION AUTHORITY  
LIVING WAGE POLICY  

RATE EFFECTIVE APRIL 30, 2020 - ENDING APRIL 29, 2021  

$13.91 per hour  
If the employer provides health care benefits*  

$15.51 per hour  
If the employer does NOT provide health care benefits*  

Employers proving services to or for the Ann Arbor Area Transportation Authority (AAATA) or recipients of grants or financial assistance from AAATA for a value of more than $10,000 in a twelve-month period of time must pay those employees performing work on the AAATA contract or grant, the above living wage.  

ENFORCEMENT  
A violation of any provision of this Policy will be considered a material breach of the contract between AAATA and the employer. As satisfaction of this breach, AAATA may require the employer to pay all affected employees the difference between wages actually paid and the living wage that should have been paid, together with interest, and other relief deemed appropriate. The employer shall have a period of time not to exceed sixty days from the issuance by AAATA of a notice of breach due to a violation of this Policy to make any and all corrections.  

In addition to enforcement listed in AAATA’s Living Wage Policy, AAATA shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected covered employer or to cancel, terminate or suspend the contract in whole or in part and/or to refuse any further payments under the contract or grant.  

Nothing contained in this Policy shall be construed to limit in any way the remedies, legal or equitable, which are available to AAATA or any other person for the correction of violations of this Policy.  

The Policy requires employers to display this poster where employees can readily see it.  

For Additional Information or to File a Complaint Contact  
Michelle Whitlow at 734-794-1813 or purchasing@theride.org
AAATA LIVING WAGE POLICY
VENDOR DECLARATION OF COMPLIANCE

Ann Arbor Area Transportation Authority (AAATA) Living Wage Policy requires that employers providing services to AAATA or recipients of grants for financial assistance (in amounts greater than $10,000 in a twelve-month period of time) pay their employees who are working on AAATA projects or grants, a minimum level of compensation known as the Living Wage. This wage must be paid to the employees for the length of the contract or project, and is subject to adjustment in accordance with the Living Wage Policy.

Companies or individuals employing fewer than 5 persons and non-profit organizations employing fewer than 20 persons are exempt from the Policy. If this exemption applies to your firm, please check below:

_____ This company or individual is exempt due to the fact that we employ or contract with fewer than 5 individuals.

_____ This non-profit agency is exempt due to the fact that we employ or contract with fewer than 20 employees.

The Policy requires that all contractors/vendors and/or grantees agree to the following terms as a part of their contract with AAATA:

a) To pay each of its employees performing work on any covered contract or grant with AAATA a living wage rate no less than the living wage as established by ordinances as the Living Wage of the City of Ann Arbor. Such living wage, as established by the City of Ann Arbor, will take into account whether the employer provides health care benefits (as defined in this policy) to its covered employees, or does not provide such health care benefits.

b) Please check the spaces below which apply to your workforce:

_____ Employees who are assigned to any covered AAATA project or grant will be paid at or above the applicable living wage without health benefits. The rate, effective April 30, 2020– ending April 29, 2021 is $15.51 per hour and adjusts annually.

OR

_____ Employees who are assigned to any covered AAATA project or grant will be paid at or above the applicable living wage with health benefits. The rate, effective April 30, 2020 – ending April 29, 2021 is $13.91 per hour and adjusts annually.

c) To post a notice approved by AAATA regarding the Living Wage Policy in every work place or other location in which employees or other persons contracting for employment are working.

d) To provide AAATA payroll records or other documentation as requested; and,

e) To permit access to work sites to AAATA representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.
The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions and agrees to abide by the penalties as provided in the Policy for non-compliance.

________________________________________________________________________

Company Name

Address: City, State, Zip

Signature of Authorized Representative

Type or Print Name and Title

________________________________________________________________________

Email address                                Phone (area code)
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 202, 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.

______________________________
Carol Mosey Viventi
Secretary of the Senate

______________________________
[Signature]
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.

<table>
<thead>
<tr>
<th>Vendor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Name</td>
<td></td>
</tr>
<tr>
<td>Street Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>State, Zip</td>
<td></td>
</tr>
<tr>
<td>Corporate I.D. Number / State</td>
<td></td>
</tr>
<tr>
<td>Taxpayer I.D. #</td>
<td></td>
</tr>
</tbody>
</table>

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 or proposal and be considered for a possible contract to supply goods and/or services.

Signature of Vendor’s Authorized Agent: _______________________________________

Printed Name of Vendor’s Authorized Agent: ______________________________________

Witness Signature: ______________________________________

Printed Name of Witness: ______________________________________
REFERENCES

1. Reference Name: ____________________________________________
   Title: _______________________________________________________
   Company Name: _____________________________________________
   Address: ___________________________________________________
   Telephone Number: __________________________________________
   Email: _______________________________________________________

2. Reference Name: ____________________________________________
   Title: _______________________________________________________
   Company Name: _____________________________________________
   Address: ___________________________________________________
   Telephone Number: __________________________________________
   Email: _______________________________________________________

3. Reference Name: ____________________________________________
   Title: _______________________________________________________
   Company Name: _____________________________________________
   Address: ___________________________________________________
   Telephone Number: __________________________________________
   Email: _______________________________________________________

Our firm submits the above-identified references to AAATA in connection with this procurement. We understand that AAATA will automatically be considered a reference for any firm with which it has had experience.

Printed Name and Title _________________________________________
Company Name _______________________________________________
Signature _____________________________________________________
Date __________________________________________________________
### PRICE PROPOSAL FORM

Company

Name of Authorized Representative  Title

Address

City  State  Zip Code

Email Address  Telephone Number  Fax Number

Signature of Authorized Representative  Date

#### 1. Pricing Structure: for **REQUIRED** Products ONLY

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Option Year 4</th>
<th>Option Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commission Rate (% of Gross Sales)</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>Estimated Minimum Monthly Payment to AAATA (USD)</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Minimum Annual Guarantee (USD)</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

#### 2. Pricing Structure: For **REQUIRED** Products and **OPTIONAL** Products, if offered

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Option Year 4</th>
<th>Option Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commission Rate (% of Gross Sales)</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>Estimated Minimum Monthly Payment to AAATA (USD)</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Minimum Annual Guarantee (USD)</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Continued on next page
### 3. Available Product Lists

**Instructions:** Please include all available items following the format below. Attach additional sheet(s) if necessary.

<table>
<thead>
<tr>
<th>Category</th>
<th>Product (Brand/Name)</th>
<th>Size per Unit (Oz.)</th>
<th>Vending Price per Unit (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REQUIRED</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOTTLED BEVERAGES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sodas</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Juices/Fruit Beverages</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sports Drinks/Energy Drinks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Beverages</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FOOD ITEMS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chips</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Candy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gum/Mints</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Snacks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pastry</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Items</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OPTIONAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOT BEVERAGES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coffee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tea</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cocoa/Hot Chocolate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soup</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Items</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RFP 2021-07, Vending Machine Services

EXHIBIT A
Interior Placement of Vending Machines

1. Ann Arbor Area Transportation Authority Main Facility: 2700 South Industrial Hwy.
   a. **Drivers’ Lounge** (Has main floor access)
b. **Fleet Department** (Has Main Floor Access). No machines in place currently, would be new installation. Space is limited: footprint cannot exceed 36” depth and 86” length.
2. **Blake Transit Center (BTC): 328 South 5th Ave.**
   Has Second Floor Access via Elevator or Stairs.
3. Ypsilanti Transit Center (YTC): 220 Pearl St.
Has Main Floor Access.
This page intentionally left blank.