ANN ARBOR AREA TRANSPORTATION AUTHORITY

Invitation for Bid (IFB) #2022-06

for:
Bus Stop Concrete Work

Issuing Office:

ANN ARBOR AREA TRANSPORTATION AUTHORITY
Michelle Whitlow, CPPO, CPPB
Manager of Purchasing and DBE Liaison
and Miriam Flagler, Procurement Specialist
2700 S. Industrial Highway
Ann Arbor, Michigan 48104
Email: purchasing@theride.org
CONTENTS

SECTION 1 – GENERAL INFORMATION
SECTION 2 – SPECIFICATIONS
SECTION 3 – INSTRUCTIONS TO BIDDERS
SECTION 4 – SPECIAL PROVISIONS
SECTION 5 – TERMS AND CONDITIONS
SECTION 6 – REQUIRED FORMS AND CERTIFICATIONS
APPENDIX A – BID SUBMISSION LIST
APPENDIX B – BUS STOP IMAGES
APPENDIX C – CURRENT DAVIS-BACON ACT WAGE DETERMINATION
SECTION 1 – GENERAL INFORMATION

1.1 PURPOSE

Ann Arbor Area Transportation Authority (AAATA) requests Bids from qualified vendors for bus stop concrete work. The awarded Contractor will repair and/or create new concrete bus shelter pads, sidewalk extensions, paths between sidewalks and bus shelter pads, curbs, and other concrete work on an as-needed basis. Though not likely, the awarded Contractor may also repair or create new concrete sections not related to bus stops but of about the same size and scope.

All work must be compliant with the American with Disabilities Act (ADA).

Bids must include all labor, material, tools, equipment, permits, insurance, and incidentals necessary to complete the work in accordance with all relevant codes and ordinances, and include returning the surrounding property and landscape to original condition.

AAATA anticipates awarding a one-year contract with four (4) one-year options.

1.2 PROCURING AGENCY AND CONTRACTING OFFICER

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

Contracting Officer: Michelle Whitlow, CPPO, CPPB, NIGP-CPP
Manager of Purchasing and DBE Liaison
And/or
Miriam Flagler, Procurement Specialist
Email: purchasing@theride.org

1.3 SOLICITATION SCHEDULE

The following is the solicitation schedule for this procurement. Note that all times presented in this IFB are in the Eastern Time Zone (ET) unless otherwise stated.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation for Bid Issued</td>
<td>Thursday, May 5, 2022</td>
</tr>
<tr>
<td>Questions and Requests for Clarifications</td>
<td>Monday, May 16, 2022, at 11:00 am ET</td>
</tr>
<tr>
<td>AAATA Responds to Questions and Requests</td>
<td>Tuesday, May 24, 2022</td>
</tr>
<tr>
<td>Bids Due</td>
<td>Tuesday, June 7, 2022, at 11:00 am. ET</td>
</tr>
<tr>
<td>Upload Bid to Dropbox:</td>
<td><a href="https://www.dropbox.com/request/M8xl3cq3BG4S0Qzs95dD">https://www.dropbox.com/request/M8xl3cq3BG4S0Qzs95dD</a></td>
</tr>
<tr>
<td>Anticipated Award</td>
<td>June 2022</td>
</tr>
</tbody>
</table>
1.4 SUBMITTAL OF BIDS

A. Bids submissions must be uploaded to DropBox by the deadline specified in Section 1.3 to the following link: https://www.dropbox.com/request/M8xl3cq3BG4S0Qzs95dD. Bids shall be submitted in two parts, both in PDF Format: 1. Technical Bid and 2. Required Forms and Certifications and Price Bid Form. Bids must include the Firm name, reference IFB 2022-06 in the subject line, and indicate whether it is Part 1 or Part 2.

B. AAATA will not access hyperlinks or visit external sites to retrieve bids. Bids must be openable and readable by AAATA without passwords or additional software, applications, or links required.

C. All bids received after the due date and time are untimely and will not be considered. Each Bidder shall bear the burden of proper and timely delivery in its entirety. AAATA will not send out automatic confirmations of bid receipt. Bidder may email Purchasing@theride.org to inquire if AAATA received an email confirmation from DropBox. Regardless of response or lack thereof from AAATA, each Bidder shall bear the burden of proper and timely delivery in its entirety.

D. If a proposal submission is not successful for any reason or is rejected or unopenable it shall be the duty of the Bidder 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 bids shall be final.

E. AAATA will not pay Bidders for any costs associated with preparing responses to this IFB.

F. This Invitation for Bid (IFB) does not commit AAATA to award a contract, to pay costs incurred in the preparation of any bids responding to this request, or to procure a contract. AAATA reserves the right to accept or reject any or all bids received as a result of this request, to negotiate with qualified Bidders, to award a contract without discussions/interviews/negotiations, to postpone, or to cancel in part or in its entirety this IFB if it is in the best interests of AAATA to do so.

G. Bidder agrees to and acknowledges all IFB provisions, specifications, and terms and conditions and indicates ability to perform by submission of its Bid.

1.5 COMMUNICATION

All communication, including questions, MUST BE IN WRITING and directed to the Contracting Officer identified in Section 1.2 of this IFB. Communication may be made via email or facsimile. All bid delivery must be physical bid submission in accordance with the Instructions to Bidders.

Bidders and their representatives must not make contact or communicate with, any AAATA employee, representatives, Board members or consultants in regard to any aspect of this IFB or offers. Communication with any AAATA employee, representative, Board member or consultant other than the Contracting Officer may result in the offender’s Bid being rejected.

1.6 LOCATION OF DOCUMENTS AND ADDENDA
Relevant documents and any updates to this IFB including addenda will be available on our online bid system, BidNet Direct at [www.bidnetdirect.com/mitn](http://www.bidnetdirect.com/mitn).

Users must register with BidNet Direct to access the web site. For assistance registering, please call BidNet Direct’s Vendor Support at 800-835-4603, Monday-Friday, 8:00 AM – 8:00 PM.

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

1.7 DAVIS-BACON REQUIREMENTS

Davis-Bacon requirements will apply as well as all FTA regulations, guidelines, terms and conditions. A list of current prevailing wages applicable to the location of work may be found in Appendix C of this IFB.

1.8 PROJECT FUNDING

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

1.9 TERM OF CONTRACT AND RENEWAL

A. The Contract is anticipated to be for one (1) year. Possible renewals will be decided on a year-to-year basis for up to a total of four (4) additional years. If any option year is exercised, AAATA will issue a new contract for the year at least fifteen days prior to new Contract effective date.

B. If the option years are exercised, all provisions, terms and conditions of the Contract will remain in effect unless changed by mutual written agreement of both parties.

1.10 IMPORTANT NOTIFICATIONS TO BIDDERS

A. Prohibited Use of Confidentiality Markings

Bidders are strongly advised to carefully review Section 3.15 of this IFB 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. AAATA Terms and Conditions

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 IFB.
Proposers should carefully review all materials in this IFB 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 IFB. 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 IFB.
SECTION 2 - SPECIFICATIONS

2.1 BACKGROUND OF AAATA

Ann Arbor Area Transportation Authority (AAATA) is a transportation authority, legally authorized to provide transit service throughout Washtenaw County.

Currently, the Ann Arbor Transportation Authority operates thirty local routes of transit service within the urban area. General service hours are from 6:00 a.m. to 11:45 p.m. weekdays, 7:30 a.m. to 10:45 Saturdays, and 8:00 a.m. to 7:15 p.m. on Sundays. Buses on some routes begin earlier or end later than these times. Most routes operate with service at least every 30 minutes weekdays, and with hourly service evenings and weekends. Service every 5-15 minutes is provided on seven routes weekdays.

Ridership has been increasing since 1979 when ridership was 1.8 million. In 2017, total annual ridership was nearly 6.9 million and through 2019, ridership generally increased. Due to the recent conditions resulting from the COVID-19 pandemic starting in 2020, services were scaled back, and ridership fell. However, routes are being restored to previous service levels with some adjustments.

AAATA is committed to providing passengers with safe, convenient bus stops to board and exit buses. All bus stops, leads, sidewalks, etc. that AAATA has installed or repaired must be compliant with the American with Disabilities Act (ADA) to best serve all passengers.

The Contractor will be responsible for ensuring ADA compliance as well as meeting or exceeding all local and applicable codes, ordinances, regulations.

2.2 OVERVIEW OF SCOPE OF WORK

The successful Contractor shall provide all labor, supervision, material supplies, and equipment necessary to perform the work outlined in this IFB. The successful Contractor shall also obtain all necessary permits and approvals.

In addition to bus stop concrete work, the scope of work may include numerous small concrete jobs. AAATA reserves the right to seek estimates and work from other qualified firms at its discretion if the Contractor’s estimate, schedule, or other conditions are untenable as determined by AAATA Project Manager.

While AAATA foresees the need for concrete work relative to bus stops, the awarded Contractor may also repair or create new concrete sections not related to bus stops. In such cases, the size and scope of this work will be similar to that of concrete work done for bus stops. Not all concrete will be replaced over the course of the contract.

Optional: AAATA may request that the Contractor remove bus shelter(s) and either dispose of them or deliver them to a location specified by AAATA.

Bus stops vary in size depending on a number of factors including, but not limited to, whether or not a bus passenger shelter will be installed on the concrete pad (bus stops with a shelter require a larger concrete pad than bus stops without a shelter), the length of sidewalk lead that will be necessary to connect the concrete pad to an existing sidewalk, and whether a sidewalk has to be extended to meet the lead walk or concrete pad.
A large bus stop concrete pad for a bus stop with a large shelter is typically 8’ x 14’; 
A small bus stop concrete pad for a bus stop with a small shelter typically 7’ x 12’; 
A concrete pad for a bus stop without a shelter is typically 7’ x 11’.

Bidders may refer to Appendix B – Bus Stop Images. The images are a sample of the types of stops. 
Actual bus stops, features, and conditions will vary. Bidders may also visit bus stop sites on their own 
time and at their own risk and expense. Bidders may not talk with AAATA personnel regarding this Bid.

AAATA does not have a firm number of the number of bus stops that will require either repairs to existing 
concrete, replacement of all existing concrete, or installation of new concrete. AAATA estimates that 
work may include 20 to 40 locations per year. The actual number may be greater or fewer. No set amount 
of work is guaranteed.

2.3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR PERSONNEL

The Contractor shall assign a supervisor to be AAATA’s main contact for all work done under the 
Contract resulting from this IFB. The name and contact information of the Supervisor shall be provided 
to AAATA. If the Supervisor will be unavailable, the Contractor shall provide AAATA with the name 
and contact information for an alternate.

The Contractor’s Supervisor will be responsible for meeting with AAATA staff, developing work plans, 
timelines, and estimates, and for supervising the work performed.

Specifically, the Contractor’s Supervisor will:

a. Respond in a timely manner (no more than two [2] business days) to requests from AAATA’s 
   Project Manager or designee.

b. Work with AAATA’s Project Manager or designee to determine and agree upon a timeline for 
   completing the work.

c. Provide AAATA’s Project Manager with a written estimate for completing the work discussed. 
   Estimates are to be provided within five (5) business days of reviewing the work site and agreeing 
   on a course of action.

d. The Contractor’s Supervisor must contact AAATA’s Project Manager within five (5) business 
   days after receiving the purchase order (PO) or work release number to provide a work start date.

e. Once a work schedule has been agreed upon, the Contractor must complete the work within the 
   agreed upon time. The Contractor’s Supervisor will promptly contact AAATA’s Project Manager 
   if circumstances arise that will affect the work.

f. If the Contractor’s Supervisor will not also serve as the foreman or job supervisor on AAATA’s 
   job, the Contractor must assign a foreman or job supervisor to serve as a point of contact to 
   answer questions or concerns about the job with AAATA’s Project Manager. The Contractor will 
   provide the name and contract information of the foreman or job supervisor to AAATA’s Project 
   Manager.

2.4 ALTERNATE CONTRACTOR
AAATA may cease use of awarded Contractor for any project related to the Contract resulting from this IFB if the Contractor fails to communicate with AAATA personnel in a timely manner and/or meet specifications, budget/budget milestones, deadlines, and/or work plans. In such cases, AAATA may seek out another firm.

2.5 WORK and PRODUCT SPECIFICATIONS

A. Work Sites

Work will be performed in the greater Ann Arbor-Ypsilanti area.

B. Product and Durability

1. Concrete used for bus shelter pads, sidewalks, and sidewalk leads must be Six Sack, MDOT P1 mix, 4 inch reinforced concrete.

2. New concrete construction or repairs to street cut-outs (bus bays) and other concrete supporting vehicles must be 9 inch reinforced concrete.

3. New concrete construction and repairs to street cut-outs (bus bays) must withstand the daily crossing of passenger transit buses, and numerous delivery trucks.

4. Concrete flatwork shall be marked with a stamp or flush plate showing the Contractor’s name and year placed.

5. Sub-base and/or base must be properly created and included as appropriate for conditions.

C. Standards

1. All work, including but not limited to, concrete material and surfaces, sub-base, base, and restoration of surrounding environment, shall comply with all applicable codes and ordinances of the local jurisdiction where the work is taking place including, but not limited to the Americans with Disabilities Act (ADA).

2. Materials and workmanship shall conform to portions of the Michigan Department of Transportation Standard for Construction where applicable.

3. Removal, disposal, and loading, transport, and delivery of bus shelters must follow all pertinent laws, regulations, codes, and ordinances and must be in accordance with the directives of the AAATA Project Manager. Pricing for this service will be all inclusive, with the Contractor responsible for all equipment, materials, labor and any other related costs.

D. Surface and Subsurface Soil Conditions

Test borings have not and will not be made at repair sites. Assumption of normal soil conditions for this area may be made for bidding purposes. Extra-ordinary site conditions discovered during the project will be cause for a Change Order if verified by the AAATA Project Manager.
E. Soil Erosion and Sedimentation Control

Perform the work in conformance to Soil and Erosion and Sedimentation Control requirements.

F. Demolition and Clean Up

1. All breakout concrete and other debris accumulated due to work performed under this contract shall be removed at the Contractor’s expense. The Contractor shall adhere to all local municipal regulations concerning removal and disposal of breakout concrete and debris.

2. The Contractor will keep adjacent areas free from waste material resulting from these operations. Truck beds shall be tight and loads trimmed to minimize spillage. Contractor must clean roads and remove any debris spilled.

3. The Contractor will be responsible for returning the surrounding grounds to no less than “pre-work” condition. Where necessary, grounds will be smoothed, and grass seed will be applied per manufacturer instructions.

G. Protection

1. The Contractor shall be responsible to protect adjoining property, public thoroughfare, utilities, etc., from damage due to their operations, provide all protection, barricades, etc., required by all applicable laws, ordinances, regulations, etc., and provide and maintain all necessary lights, signals, and other devices of any type for the full period of the project.

2. Contractor must maintain lines and grades necessary for location of work. Contractor must protect existing structures, services and foundations that are to remain.

3. Contractor must timely repair or replace at its expense any damage caused by the Contractor’s negligence or actions. All repairs, replacements and restorations must be to pre-work conditions at a minimum.

H. Permits and Approvals

1. The Contractor will be responsible for obtaining all necessary permits.

2. The Contractor will be responsible for scheduling inspections and must obtain approval for completed work before submitting invoice. Copies of approvals for completed work must accompany relevant invoices.

3. The Contractor will be responsible for payment of all permits and inspections.

I. Defective Concrete

1. AAATA may require defective concrete work to be demolished and rebuilt.

2. Concrete will be considered defective if it does not meet compressive strength, is structurally unsound, not watertight, or improperly finished, as determined by AAATA or independent test(s) conducted. The AAATA Project Manager, at their discretion, shall
have the right to require replacement, strengthening or correction of the defective portion of the structure. All costs incurred for repair and/or replacement of the defective portion of the structure shall be borne by the Contractor.

2.6 CONTRACTOR’S INVOICES

A. The Contractor must provide a correct invoice to AAATA Project Manager for review within sixty (60) days of completion, or request an extension for billing in writing within forty-five (45) days of completed work. Repeated failure to do so may be grounds for termination of the contract.

B. Invoices for each bus stop job must be referenced by bus stop number.

C. The Contractor must submit certified payroll with each invoice. All work done under the Contract resulting from this IFB must comply with Davis-Bacon requirements.

D. The successful Bidder (Contractor) will only be compensated for product/service delivered and accepted by AAATA. Contractor will be paid within thirty (30) days of acceptance of the products and/or services and approved invoices. AAATA’s terms are net 30 days. Prompt payment discounts may be considered.

2.7 WARRANTY

Bidders shall include warranty and/or guarantee information with bids.
SECTION 3 – INSTRUCTIONS TO BIDDERS

BIDS SUBMITTED FOR EVALUATION MUST INCLUDE, AT A MINIMUM, THE INFORMATION AND MATERIALS DESCRIBED IN THIS SECTION 3 – INSTRUCTIONS TO BIDDERS AND ALL OF ITS SUBSECTIONS.

3.1 SUBMITTAL OF BIDS

A. Bids shall be submitted by the due date and time as a PDF document and uploaded to DropBox as specified in Section 1.3.

B. Bids MUST be received by the due date and time specified in Section 1.3 of this IFB. Bids received after the due date and time are untimely and will not be considered. Each bidder shall bear the burden of timely delivery in its entirety. Bidders are urged to consider potential risks when preparing to submit bids. AAATA assumes no responsibility for errant delivery of bids for any reason. AAATA’s decision on the timeliness of bids shall be final.

C. Bids must be filled out, executed, and submitted in accordance with the instructions in this document. To be considered for an award, a bid must comply in all material respects with the Solicitation Package. Material alteration of any of the material or forms contained in this Solicitation Package, other than requested, may render the bid unresponsive.

3.2 BID GENERAL REQUIREMENTS

A. Bids must be submitted in written English. All communication regarding this IFB will be conducted in English.

B. AAATA is not responsible for premature or delayed opening of any Proposal that is not properly addressed, delivered, and identified. AAATA is not responsible for late, missing, incomplete, unclear, unopenable, or unreadable submissions or content.

C. Bidders shall make no alterations to the materials contained in the IFB nor make additional Bid stipulations nor qualify the Bid unless authorized by AAATA in writing.

D. A Bid Submission List may be found in Appendix A of this IFB. The list may not include all IFB requirements and does not relieve the bidder of the need to read and comply with all specifications. Bidder is solely responsible for providing all bid requirements.

3.3 BID DOCUMENTS

The following make up the Bid and shall be submitted in TWO parts:

**Part 1: Technical Requirements**

A. Letter of Transmittal

The Letter of Transmittal 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 IFB addenda, if any.

4. Name, title, address, and telephone number of contact person during the period of bid evaluation.

5. A statement to the effect the bid shall remain valid for a period of not less than ninety (90) days from the date of submittal.

6. A brief description of the firm and the underlying philosophy of the firm in providing the goods and services.

7. Signature of person authorized to bind the offering firm to the terms of the bid.

B. Experience and Capacity

1. Please furnish a statement of the firm's qualifications to provide the requested products and/or services.

   a. Provide a brief overview of the firm, including the types of services and products offered;
   b. The year founded;
   c. Size and location of all offices;
   d. Number of employees;
   e. List of subsidiaries or partnerships it has with other firms.

2. Provide a minimum of three (3) client references where work similar to that described in this IFP was performed. Provide the address, phone number, email, and contact name. The references must be persons for whom your firm has performed projects that required capabilities and expertise similar to those required in this IFB. AAATA is not responsible for lack of responses for any reason from vendor references. AAATA will automatically be considered a reference for any firm with which it has had experience.

3. Provide information that documents your firm’s qualifications to perform the contract requirements. Information must include description of firm’s experience and capacity. Include the number and scope of current contracts.

4. Identify subcontractors, if any, by company name, address, contact person, telephone number, email, and function. Provide the same information for each subcontractor as requested above and describe any experience working with each subcontractor. Identify all DBE-certified subcontractors.

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

6. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending or current litigation and/or judgements, planned office
closures, impending merger, work stoppages, strikes, office closures, etc.) that may impede the Bidder's ability to perform the services or provide the product as identified in this IFB. AAATA reserves the right to ask a Bidder to allow AAATA staff to view audited financial statements for the most recent audited fiscal year. 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.

C. Supervision and Management

1. Provide resume or description of the experience of the individual who will be assigned as Supervisor to AAATA’s account. Include years with firm, supervisory experience, current number of jobs, and the name, email, and phone number of the Manager to whom the field Supervisor will report.

2. List responsibilities and accountability of the Supervisor.

D. Warranty

Provide details on all included Warranties and Guarantees for materials and work including coverage and duration.

E. Statement of Conformance to IFB

Provide a statement certifying conformance to IFB requirements.

F. Exceptions and Deviations

Include any approved Exceptions and/or Deviations to the IFB or addenda. Note that any exceptions or deviations not approved in advance by AAATA through addenda may result in the rejection of the Bid.

G. Addenda Issued for this IFB

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

**Part 2: Required Forms and Certifications and Price Bid Form**

Submit Part 2 with all Required Forms and Certifications and Price Bid Form as a separate PDF, labeled with the Firm name, IFB 2022-06, and Part 2. See Section 6 for all forms and certifications.

A. Required Forms and Certifications

Forms and Certifications may be found in Section 6 of this IFB. All Required Forms and Certifications must be completed properly and signed and dated where indicated.

B. Price Bid Form
1. The Price Bid Form is in Section 6 of this IFB. Price Bids submitted on any other form may be considered non-responsive.

2. Bidders are to provide an all-inclusive price for each item on the Price Bid Form. If not applicable, Bidders shall write N/A.

3. Prices must be firm fixed for the duration of the Contract.

4. Prices must be quoted and payable in U.S. dollars.

5. Prices must be inclusive of all costs including warranty and fees.

6. AAATA is exempt from payment of Federal Excise Tax and State sales tax. Taxes shall not be included in the bid.

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

8. Bidders may provide any additional costs on a separate sheet.

9. AAATA will not be liable for any error in data, figures, or calculations presented by the contractor, or subjected to revised prices during the contract term.

10. Prices must include all costs associated with the performance of the work, including equipment, tools, supervision, labor, transportation, handling, delivery, and related costs. Prices must also be inclusive of all costs including warranty, service plans if detailed in the Scope of Work within this IFB, and fees. Charges not listed in the proposal response will not be allowed.

11. 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.

12. Bids must be typed or written with ink, in the space provided on the attached Price Bid Form. Mistakes may be crossed out, but the person signing the Bid must initial corrections in ink. An authorized officer or employee of the vendor making the offer to AAATA must sign the Bid. The signature represents a binding commitment upon the vendor to provide such goods and/or services offered to AAATA, should the vendor be the awardee.

3.4 ACCEPTANCE PERIOD

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

3.5 BID ACCEPTANCE OR REJECTION

AAATA reserves the right to:

A. Reject any or all Bids, in full or in part for sound, documentable, business reasons, or to accept any Bid, in full or in part, or to waive any informality in any Bid deemed to be the best interest
of AAATA.

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

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

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

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

F. If there is evidence indicating that Bidders are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the Bids of all such Bidders 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 Bid that includes unacceptable exceptions and/or deviations.

3.6 EXAMINATION OF SOLICITATION DOCUMENTS

Each Bidder shall examine the solicitation documents carefully and shall make written request to AAATA’s Contracting Officer for interpretation or correction of any ambiguity, inconsistency or errors which are discovered no later than the due date and time provided in Section 1.3 above entitled “Request for Approved Equals Consideration, Questions and Requests for Clarifications Due.” Only a written interpretation or correction by addendum issued by AAATA will be binding. No explanations or interpretations requested or made orally will be considered binding.

3.7 BIDDER COMMUNICATIONS AND REQUEST

A. All correspondence and/or contact concerning any aspect of this solicitation or offers shall be with the Contracting Officer. Bidders 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. Bidders 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, Bidders may request in writing, a clarification or interpretation of any aspect, or a change to any requirement of the IFB or any addenda to the IFB. Requests may include suggested substitutes for specified items and for any brand names. Such written requests shall be made to the Contracting Officer. The Bidder 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 IFB, 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. The Bidder's Request for Clarifications must be received by date indicated in the Solicitation Schedule found in Section 1.3 of this IFB.

D. If it should appear to a prospective Bidder that the Scope of Services, is not sufficiently described or explained in the IFB 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 Bidder shall submit a written request for clarification to AAATA within the time period specified.

E. Bidders who wish to request contractual change (e.g., changes to the Terms and Conditions described in this IFB) must submit a written request to the Contracting Officer. Written requests are due at the same time Questions and Requests for Clarification are due as indicated in Section 1.3 of this IFB.

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

3.8 ADDENDA TO THE IFB

A. AAATA reserves the right to amend the IFB at any time. Any amendments to or interpretations of the IFB shall be described in written addenda.

B. AAATA will post addenda online where the IFB was originally posted. (See Section 1.6 of this IFB for online location of documents and addenda). Hard copies of addenda will also be available for pick-up at AAATA’s offices. AAATA will not forward addenda directly to prospective Bidders.

C. Prospective Bidders shall be responsible to collect the addendum at the location provided or receive the same otherwise. Failure of any prospective Bidder to receive the addendum shall not relieve the Bidder from any obligation under its Bid as submitted or under the IFB, as clarified, interpreted or modified.

D. All addenda issued shall become part of the IFB. Bidders shall acknowledge the receipt of each individual addendum and all prior addenda in their Bids. Failure to acknowledge in their Bids receipt of addenda may, at AAATA's sole option disqualify the Bid.

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

F. Any Bidder wishing to offer a Bid with conditions, exceptions or deviations to the Scope of Service, Provisions, or Terms and Conditions contained in this IFB must submit their request for such in writing by the deadline.

G. 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.
H. The deadline for submitted requests for exceptions or deviations is the due date and time for “Questions and Requests for Clarifications” as found in Section 1.3 of this IFB.

3.9 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING

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

B. Conditional Bids, 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 by the Bidder by the deadline and AAATA issues approval through addenda that is posted for all potential Bidders 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 Bidder receiving a less favorable evaluation than without the deviation.

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 present comments and 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. The decision by AAATA shall be final and without recourse.

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 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 MODIFICATION OR WITHDRAWAL OF BIDS

A. A modification of any part of a bid already received will be accepted by AAATA only if the modification is received prior to the Bid Due Date.

B. A Bidder may withdraw the entire bid already received prior to the Bid Due Date by submitting a written request for withdrawal executed by the Bidder's authorized representative. After the proposed Bid Due Date, a bid may be withdrawn only if AAATA fails to award the Contract within the bid validity period or any agreed upon extension thereof. The withdrawal of a bid does not prejudice the right of a Bidder to submit another bid within the time set for receipt of bids.
C. This provision for modification and withdrawal of bids may not be utilized by a Bidder as a means to submit a late bid and, as such, will not alter AAATA's right to reject a late Bid.

3.12 AUTHORIZED SIGNATURES

Every bid must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work and services, or for the delivery of the goods, as the case may be. Upon request of AAATA, any agent submitting a bid on behalf of a Bidder shall provide a current power of attorney certifying the agent's authority to bind the Bidder. If an individual makes a bid, his or her legal name, signature, and address must be shown. If a partnership makes a bid, the legal name and address of the partnership must be shown and the name(s), and signature(s) of the general partner(s) authorized to bind the partnership must be shown. If a corporation makes a bid, the legal name of the corporation, the state under the laws of which the corporation is chartered, and the address of the corporation as well as the name(s), signature(s) and title(s) of the person(s) authorized to bind the corporation must be shown. Upon request of AAATA, a corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the bid to execute contracts on behalf of the corporation. Other types of entities shall furnish the legal name and address of the entity, the type of entity, the name(s), signature(s) and title(s) of the person(s) authorized to bind the entity, and applicable documentation of such authority.

3.13 BID AS A CONTRACT

A. Each bid will be submitted with the understanding that acceptance in writing by AAATA of the offer to furnish the products or services described shall bind the Bidder to furnish and deliver at the proposed price and in accordance with the specifications, terms and conditions, and other requirements detailed in the IFB or subsequent addendum.

B. The bid 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.

3.14 WAIVER

The Bidder shall 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 Bid for errors and omissions; that the prices stated in the Bid are correct and as intended by them and is a complete and correct statement of the prices for performing the work required.

3.15 PUBLIC DISCLOSURE OF BIDS AND MATERIAL AAATA RECEIVES

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

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

C. Bidders are advised that any bids, documents and material they submit to AAATA in response to this IFB or in pursuit of a government-funded contract is open to public inspection. This includes, but is not limited to, Bids, documents and material that the Bidder 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 Bidder may find sensitive even if the Bidder identifies the material as confidential, propriety, trade secret, etc.

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

F. AAATA will not notify Bidders 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 Bidder may be required to bring the material to AAATA’s offices for viewing. At other times, AAATA staff may view the material in the Bidder’s place of business or at another site.

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

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

3.16 BID EVALUATION, NEGOTIATION, AND SELECTION

A. Opening of Bids

Bids will be publicly opened.

B. General Information

1. Bids 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 Bids for sound, documentable, business reasons, the Bidder will be selected whose Bid is found to be most advantageous to AAATA. During the initial review of Bids, AAATA reserves the right to request clarification of minor issues from any Bidder to assure a complete understanding of their offer and to adjust any evaluations made with incorrect or unclear information.

2. AAATA will consider all the material submitted by the Bidder and related evidence AAATA may obtain to determine whether the Bidder 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 Evaluation Committee may adequately understand all aspects of the Bid.
3. Bidders 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 requested information may cause the Bid to be rejected.

4. AAATA will make such investigations as are considered necessary for complete evaluation.

5. Bids will be analyzed for conformance with the instructions and requirements of the IFB. Bids that do not comply with these instructions and do not include the required information may be rejected as nonresponsive or not be considered for the competitive range. AAATA reserves the right but is not obligated to request a Bidder to provide any missing information. Submittal of a bid will signify that the Bidder has accepted the whole of the contract documents and all terms and conditions.

6. AAATA reserves the right to select Bids that are in a competitive range, conduct discussions, and request Best and Final Offers. AAATA also reserves the right to make an award without discussions or requesting Best and Final Offers.

C. Determination of Responsibility

To be determined responsible, a prospective contractor must meet all of the following requirements:

1. Financial resources adequate to perform the contact, or the ability to obtain them.

2. Ability to meet the required performance schedule, considering existing commercial and government business commitments.

3. A satisfactory performance record.

4. A satisfactory record of integrity and business ethics.

5. The necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them.

6. Compliance with Affirmative Action and Disadvantaged Business Program requirements.

7. Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

3.17 AAATA RESPONSE TO BIDS

A. Notice of Award / Notice to Proceed

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

B. Notice to Unsuccessful Bidders
1. AAATA will inform unsuccessful Bidders at the time negotiations closed of the following information:
   a. The number of bids AAATA received.
   b. The name of the successful Bidder.

2. AAATA will try to give the notice promptly after contract award. AAATA’s failure to give that notice shall not be deemed to affect the validity of the contract.

C. Acceptance/Rejection of Bids

1. AAATA reserves the right to reject any or all bids for sound business reasons, to undertake discussions with one or more Bidders, and to accept that bid or modified bid which, in its judgment, will be most advantageous to AAATA, price and other evaluation criteria considered. AAATA reserves the right to consider any specific bid that is conditional or not prepared in accordance with the instructions and requirements of this IFB to be noncompetitive. AAATA reserves the right to waive any defects, or minor informalities or irregularities in any bid that do not materially affect the bid or prejudice other Bidders.

2. If there is any evidence indicating that two or more Bidders are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the bids of all such Bidders shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by AAATA.

3. AAATA may reject a bid that includes unacceptable exceptions and/or deviations.

D. Single Bid Response

If only one Bid is received and it is found by AAATA to be acceptable, a detailed price/cost Bid may be requested of the single Bidder. A price or cost analysis, or both, possibly including an audit, will be performed by or for AAATA of the detailed price/cost Bid in order to determine if the price is fair and reasonable. The Bidder has agreed to such analysis by submitting a Bid in response to this IFB. 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 Bidder's Offer. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Bidder's performance should cost. A cost analysis is generally conducted to determine whether the Bidder 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 there from shall not obligate AAATA to accept such a single Bid; and AAATA may reject such Bid at its sole discretion.

E. Cancellation of Procurement
AAATA reserves the right to cancel the procurement, for sound business reasons, at any time before the Contract is fully approved and executed on behalf of AAATA. AAATA will not pay Bidders any costs incurred in the preparation of a Bid responding to this IFB.

3.18 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 Contracting Office 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.

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 quantity of surface and subsurface materials 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. The owner 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.

D. Notwithstanding the provision of specifications or other data supplied by AAATA, the Contractor shall have the responsibility to supply all equipment, parts, and details required even though such details may not be specifically mentioned in the specification.

4.3 MODIFICATION TO CONTRACT

A. Written Change Orders

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 takes 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 bid for the work to be performed. This bid 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 SOLICITATION PROCESS
In addition to all other rights of AAATA under Michigan and Federal law, AAATA reserves the right to:

A. Rank Bidders and negotiate with the highest ranking Bidders. Negotiation with an individual Bidder does not require negotiation with others.

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

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

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

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

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

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

H. Make selection of the Bidder to perform the services or furnish the goods required based on the original bids without negotiations.

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

J. Make all final determinations as to whether the services, goods and scope have been satisfactorily completed.

4.5 PROTEST PROCEDURES

A. General Procedures

1. Any Bidder 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 Bid Opening

Protests shall be submitted in writing prior to the opening of Bids, 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 OR REQUESTS

A. 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. Such price adjustment may be audited, where required.

B. AAATA may review a fully documented request for a price increase adjustment after one (1) year and prior to a contract option renewal. Requests for price adjustments shall be submitted
prior to renewal and shall be a factor in the renewal review process. In no case shall the price adjustment exceed the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index. AAATA shall determine whether the requested price increase or an alternate option is in the best interest of AAATA.

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.

The successful Bidder (Contractor) will only be compensated for product and installation that is accepted by AAATA. Payment shall be made to the Contractor within thirty (30) days of acceptance of a correct invoice if the Contractor has performed in accordance with the Contract and the materials and work have been approved by the AAATA Project Manager. AAATA’s terms are net 30 days unless otherwise approved in writing by AAATA. Prompt payment discounts may be considered.

4.9 SUBCONTRACTING

Should bidding 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. Contractor shall be fully responsible to AAATA for the acts and omissions of any subcontractor utilized by the Contractor for work under AAATA’s Contract.

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 while working under this contract. 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.

C. Smoking and/or use of tobacco products on AAATA premises is prohibited except in Designated Smoking Areas.

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...
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 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 DAMAGES

The Contractor shall be held responsible for any damage, breakage and/or loss of AAATA equipment, supplies, materials, and/or grounds, structures, buildings, vehicles, and fixtures resulting from negligence of the Contractor or their employees or subcontractors while working under this contract. The Contractor shall be fully responsible for timely 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 property, 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 restoration, repair and/or replacement of the damaged area or item to pre-work condition, at a minimum. AAATA may restore, repair and/or replace any damaged area or item and charge the cost to the Contractor or deduct the full 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, the City of Ypsilanti where applicable, State and Federal codes, ordinances, laws, and regulations as well as AAATA safety 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 and/or services 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 products, 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 such items within a time deemed reasonable by AAATA and without charge to AAATA.

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 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 specific written approval of the AAATA Procurement Manager or designated representative. Award of Contract does not constitute approval. 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 vendors and/or services when necessary, from other sources should it be determined by AAATA that the Contractor is unable to supply the materials and/or services. In such as case, AAATA is not obligated to inform the Contractor. Costs to AAATA for these materials and/or services may be deducted from the fees payable to the Contractor.

F. At no time will AAATA be direct or indirect party to Contractor non-compete and/or non-solicitation clause(s) regardless of the status of the Contract.

G. 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 records 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, state 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 and 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 DEBARMMENT 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

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 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, epidemics and pandemics 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 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 BUY AMERICA

A. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.

B. Offerors must submit to the Buy America form included in this document. Bids that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

5.33 DAVIS-BACON and COPELAND ANTI-KICKBACK ACTS - APPLICABILITY -CONSTRUCTION CONTRACTS AND SUBCONTRACTS, INCLUDING ACTUAL CONSTRUCTION, ALTERATION AND/OR REPAIR, INCLUDING DECORATING AND PAINTING, OVER $2,000

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the
wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conforming under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

2. Withholding AAATA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, AAATA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to AAATA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been
made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(ii) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) **Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than the ratio permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
(5) **Compliance with Copeland Act requirements** - The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


5.34 **UNFAIR LABOR PRACTICES**

By signing and submitting this bid, the Contractor is providing signed certification that the Contractor and its subcontractors at all tiers are not listed in the register maintained by the State of Michigan, Department of Labor, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (30) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. AAATA retains the right to void the Contract with the Contractor if the Contractor’s name or that of any one of its subcontractors at any tier subsequently appears in the register during the performance of this project.

5.35 **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.

5.36 **INSPECTION OF WORK**

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

5.37 **COPYRIGHT**

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. All reports, maps, and other documents produced under this Contract shall become the property of AAATA. The Contractor shall, at its expense, defend all suits or proceedings instituted against AAATA and pay any award of damages assessed against AAATA in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right.
5.38 PROPRIETARY RIGHTS

The Contractor agrees not to release data or information about the project(s) to any person outside AAATA without first obtaining written authorization to release such information from AAATA.

5.39 OWNERSHIP OF WORK PRODUCT

The parties agree and understand that any and all work product produced under this Contract are the sole and exclusive property of AAATA and AAATA retains ownership of all such work product including, but not limited to, source code, documents, studies, plans, specifications, and all related documents. To the extent necessary, the Contractor hereby assigns and transfers any and all copyrights to AAATA.

5.40 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.

5.41 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.

5.42 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

Please also see the Instructions to Bidders in Section 3.
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.

Signature: _____________________________________________________________

Name: ________________________________________________________________

Company: _______________________________________________________________

Title: ________________________________________________________________

Date: ________________________________________________________________

Prompt Payment Discount, if available: __________% if paid within __________ Days
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 Bid 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 Bid 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), ________________, 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 Bid 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/Bid 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 THERETO.

The undersigned for the _____________________________ hereby certifies that

(entity/company)

the _____________________________ has authority under State and local law to comply with the

(entity/company)

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 Name: ____________________________________________________________

Company: ______________________________________________________________

Title: __________________________________________________________________

Date: ___________________________________________________________________
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. For this IFB, 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__________________

| 5. If Reporting Entity in No. 4 is a Sub-awardee, enter name and address of Prime: |
|Congressional District, if known: |

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

Providing funding to:

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

| 7. Federal Program Name/Description: |
|CFDA Number, if applicable:___________|

| 8. Federal Action Number, if known: |
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. |
| Signature:____________________________ |
| Print Name:____________________________ |
| Title:____________________________ |
| Telephone No.:_________________________ |
| Date:____________________________ |

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 Bidder or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);

2. That the attached bid has been arrived at by the Bidder 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 Invitation for Bid, designed to limit independent bids or competition;

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

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

Signed________________________________________________________________________

Firm Name________________________________________________________________________

Subscribed and sworn to this__________ day of__________, 20____

Bidders 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: _________________________________________________________________

Bidder'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 Bidder 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 Bidder selection or the performance of the Contract.

The undersigned Bidder certifies that the foregoing is true.

_____________________________  ________________________________
Date                                 Company

________________________________________
Authorized Representative PRINTED

________________________________________
Authorized Representative SIGNATURE
STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012

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

ENROLLED SENATE BILL No. 1024

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

The People of the State of Michigan enact:

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

Sec. 2. As used in this act:

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

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

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

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

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

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

Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2006 PA 234, MCL 129.292.

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

This act is ordered to take immediate effect.

______________________________
Carol Money Virenti
Secretary of the Senate

______________________________
Clerk of the House of Representatives

Approved __________________________

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

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or Bid, 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.</td>
<td></td>
</tr>
<tr>
<td>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.,

Signature of Vendor’s Authorized Agent: __________________________________________

Printed Name of Vendor’s Authorized Agent: __________________________________________

Witness Signature: __________________________________________

Printed Name of Witness: __________________________________________
IFB 2022-06 Bus Stop Concrete Work

PRICE BID FORM

The undersigned hereby certifies that they have examined the specifications and are fully informed as to the nature of the equipment, and any material and labor to be furnished. The undersigned agrees that necessary permits, licenses, and insurances must be obtained, and that Contractor must comply with applicable federal, state, and local codes, laws and regulations.

AUTHORIZED SIGNATURE

Company Name: _______________________________________________________________

Representative’s Signature: ______________________________________________________

Representative’s Name Printed: __________________________________________________

Title: ____________________________________________________________

Company Address: ____________________________________________________________

City, State, Zip: ________________________________________________________________

Telephone: ____________________ Fax: ____________________

Email:______________________________ Date: __________________

Notices to Bidders:

- Bidder’s price for one (1) unit of each of the following must be listed below. At a minimum, Bidders are required to provide prices for all items on Line1, Line 2, and Line 3 of Table A and answer Questions 1 and 2.
- If there is no charge for an item/service from the Bidder, Bidder shall write $0 or No Charge in the box.
- If an optional item/service is not available from the Bidder, Bidder shall write N/A in the box.
- Price shall include all expenses including repair of surrounding grounds, protection, and clean-up of site. Unit prices below should NOT include permits or inspection fees.
- Prices must include labor, materials, tools, equipment, overhead, profit, insurance, supervision, labor, transportation, handling, delivery, warranty, and all other related costs necessary to complete the work to specifications.
- Prices must be quoted and payable in U.S. dollars.
- AAATA is exempt from payment of Federal Excise Tax and State sales tax. Taxes shall not be included in the bid.
1. Are there any expenses NOT included in the Prices on this Bid Form?  Please circle:  
   Yes  No
If Yes, please explain: ____________________________

2. All work and materials will be guaranteed for a period of: ____________________ (in Months)

### A. Bus Stop Concrete Work

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Year 1</th>
<th>Option Year 1</th>
<th>Option Year 2</th>
<th>Option Year 3</th>
<th>Option Year 4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$ per square foot</td>
<td>$ per square foot</td>
<td>$ per square foot</td>
<td>$ per square foot</td>
<td>$ per square foot</td>
</tr>
</tbody>
</table>
| Required 1 | Price per square foot of 4-inch sidewalk.  
PRICE must INCLUDE sub-base, base, cost of excavation and property restoration. | | | | | |
| Required 2 | Price per linear foot of curb (in the case of street cut-out).  
UNIT PRICE must INCLUDE sub-base, base, cost of excavation and property restoration. | | | | | |
| Required 3 | Price per square foot of 9-inch reinforced concrete (in the case of street cut-out).  
UNIT PRICE must INCLUDE sub-base, base, cost of excavation and property restoration. | | | | | |
| 4   | OPTIONAL, price for estimates  
Indicate whether price is per a flat rate or per hour | $ | $ | $ | $ | $ |
| 5   | OPTIONAL, minimum price per concrete job | $ | $ | $ | $ | $ |

### B. Optional Bus Shelter Removal / Disposal / Delivery

<table>
<thead>
<tr>
<th>Description</th>
<th>Shelter Size (feet)</th>
<th>Year 1 ($ Per Shelter)</th>
<th>Option Year 2 ($ Per Shelter)</th>
<th>Option Year 3 ($ Per Shelter)</th>
<th>Option Year 4 ($ Per Shelter)</th>
<th>Option Year 5 ($ Per Shelter)</th>
</tr>
</thead>
</table>
| REMOVE and DISPOSE of Shelter  
Regardless of distance travelled. | 5’ x 7’ | $ | $ | $ | $ | $ |
| | 6’ x 12’ | $ | $ | $ | $ | $ |
| REMOVE and DELIVER Shelter to location specified by AAATA When shelter is moved one (1) mile or less. Contractor will NOT install Shelter. | 5’ x 7’ | $ | $ | $ | $ | $ |
| | 6’ x 12’ | $ | $ | $ | $ | $ |
| REMOVE and DELIVER Shelter to location specified by AAATA When shelter is moved more than one (1) mile. Contractor will remove glass from Shelter prior to delivery. Contractor will NOT install glass into Shelter nor install Shelter. | 5’ x 7’ | $ | $ | $ | $ | $ |
| | 6’ x 12’ | $ | $ | $ | $ | $ |
APPENDIX A

Bid Submission List

The following is a Bid Submission List of minimum requirements and is not necessarily all inclusive. It may not include all IFB requirements and does not relieve the bidder of the need to read and comply with all specifications. Bidder is solely responsible for providing all bid requirements, whether or not listed here. All Forms and Certifications must be fully and properly completed.

Bid Submission:

**Part 1: Technical Bid**
Submit as one PDF, separate from Part 2

- ___ Letter of Transmittal
- ___ Experience and Capacity
- ___ Supervision and Management
- ___ Warranty Information
- ___ Statement of Conformance to IFB
- ___ Approved Exceptions and/or Deviations
- ___ Signed copies of any and all Addenda issued for this IFB

**Part 2: Completed Required Forms and Certifications and Price Bid Form**
Submit as one PDF, separate from Part 1

- ___ Agreement of Goods and Services
- ___ Bid Addenda Acknowledgement Form
- ___ Certification of Primary Participant Regarding Debarment
- ___ Certification Regarding Lobbying
- ___ Disclosure of Lobbying Activities
- ___ Certificate of Non-Collusion
- ___ Affirmative Action Plan Certification
- ___ Covenants Against Gratuities
- ___ Vendor Certification That it is Not An “Iran Linked Business”
- ___ Price Bid Form
APPENDIX B

Bus Stop Images (actual stops, features, and conditions will vary)

Basic bus stop: (Low ridership- approximately 5-15 daily riders)
Only has a sign pole with no additional amenities. Typically, a rural bus stop. Depending on the location, the stop may have existing street lighting or pedestrian features. (Note: The Ride places bus stops to take advantage of existing lighting features whenever possible.) Does not typically have concrete.

Moderate bus stop: (Med ridership- approximately 20- 40 daily riders)
Has an ADA concrete pad for the front door (typically 7 feet wide at 2% slope) benches are installed at many of these locations, typically if the bus stop is adopted by the property owner.

Major bus stop: (High ridership- 50 + daily riders)
Typically has a concrete bus pad and passenger shelter with bench, route schedule information and trash receptacle. Shelter size may vary depending on the footprint at the location. Concrete pad 8’x14’

Super Stop: (High ridership- 50 + daily riders)
A major transfer location that has multiple buses making a scheduled connection or transfer. Design includes bus pull off lane (bus bay) and larger shelters with benches, and may have real-time information, park & ride facilities, and sustainability features.

Concrete Shelter Pad shown 7’x12’

Dropping the existing sidewalk is sometimes necessary to reach a 2% slope at the curb (passenger boarding area)
APPENDIX C
Davis-Bacon Act Wage Determination

MI20220100 02/25/2022

"General Decision Number: MI20220100 02/25/2022
Superseded General Decision Number: MI20210100
State: Michigan
Construction Type: Building
County: Washtenaw County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: |
| . Executive Order 14026 generally applies to the contract. |
| . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022. |

| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: |
| . Executive Order 13658 generally applies to the contract. |
| . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a
conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>01/07/2022</td>
</tr>
<tr>
<td>1</td>
<td>02/25/2022</td>
</tr>
</tbody>
</table>

ASBE0025-003 06/01/2021

Townships of Ann Arbor, Augusta, Lodi, Northfield, Pittsfield, Salem, Saline, Scio, Superior, Webster, Ypsilanti & York

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASBESTOS WORKER/HEAT &amp; FROST INSULATOR</td>
<td>$ 35.41</td>
</tr>
<tr>
<td>ASBE0047-001 07/01/2021</td>
<td></td>
</tr>
</tbody>
</table>

Townships of Bridgewater, Dexter, Freedom, Lims, Lyndon, Manchester, Sharon & Sylvan

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASBESTOS WORKER/HEAT &amp; FROST INSULATOR</td>
<td>$ 33.77</td>
</tr>
<tr>
<td>BOIL0169-001 01/01/2021</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOILERMAKER</td>
<td>$ 35.95</td>
</tr>
<tr>
<td>BRMI0009-010 08/01/2020</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRICKLAYER</td>
<td>$ 36.26</td>
</tr>
<tr>
<td>TILE FINISHER</td>
<td>$ 28.58</td>
</tr>
<tr>
<td>TILE SETTER</td>
<td>$ 35.71</td>
</tr>
<tr>
<td>CARP0687-001 06/01/2021</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARPENTER, Includes Drywall Hanging, Form Work, and Metal Stud Installation</td>
<td>$ 35.16</td>
</tr>
<tr>
<td>CARP1045-001 06/01/2020</td>
<td></td>
</tr>
</tbody>
</table>
Flooring)........................$ 30.60            24.58
----------------------------------------------------------------
CARP1102-002 06/01/2020

Rates Fringes
MILLWRIGHT.......................$ 35.30            34.10
----------------------------------------------------------------
ELEC0252-010 06/01/2021

Rates Fringes
ELECTRICIAN......................$ 47.46        27%+12.25
----------------------------------------------------------------
ENGI0324-017 06/01/2021

Rates Fringes
OPERATOR:  Power Equipment
GROUP  1.........................$ 44.69            24.95
GROUP  2.........................$ 43.19            24.95
GROUP  3.........................$ 41.69            24.95
GROUP  4.........................$ 41.39            24.95
GROUP  5.........................$ 40.57            24.95
GROUP  6.........................$ 39.71            24.95
GROUP  7.........................$ 38.74            24.95
GROUP  8.........................$ 37.03            24.95
GROUP  9.........................$ 28.69            24.95

FOOTNOTES:
Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, $.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, $.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS
GROUP 1: Crane with boom and jib or leads 400' or longer
GROUP 2: Crane with boom and jib or leads 300' or longer
GROUP 3: Crane with boom and jib or leads 220' or longer
GROUP 4: Crane with boom and jib or leads 140' or longer
GROUP 5: Crane with boom and jib or leads 120' or longer
GROUP 6: Regular crane operator, and concrete pump with boom operator
GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid Loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher
GROUP 8: Forklift & extend-a-boom forklift
GROUP 9: Oiler
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/01/2019</td>
<td>Ironworkers</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reinforcing</td>
<td>$30.98</td>
<td>27.99</td>
</tr>
<tr>
<td></td>
<td>Structural</td>
<td>$36.77</td>
<td>29.03</td>
</tr>
</tbody>
</table>

| 06/01/2021| Laborers: Landscape & Irrigation      |             |           |
|           | Group 1                               | $21.35      | 7.40      |
|           | Group 2                               | $19.35      | 7.40      |

**Classification**

- **Group 1**: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)
- **Group 2**: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

| 08/01/2021| Laborers: Common or General; Grade Checker; Sandblaster | $30.21 | 14.45 |
|           | Mason Tender - Brick; Mason Tender - Cement/Concrete | $30.42 | 14.45 |
|           | Pipelayer                                            | $30.56 | 14.45 |

**Holiday Pay**

- Paid holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full
regular scheduled work day following the holiday, provided the employee is physically able to work.

----------------------------------------------------------------

PLAS0514-006 06/01/2018

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 31.47 13.81

----------------------------------------------------------------

PLUM0190-004 06/01/2021

Rates Fringes

PIPEFITTER (Including HVAC Pipe Installation; Excluding HVAC System Installation)........$ 44.31 0.00
PLUMBER, Excludes HVAC Pipe and Unit Installation............$ 44.31 23.70

----------------------------------------------------------------

ROOF0070-001 05/08/2021

Rates Fringes

ROOFER.........................$ 36.17 18.85

----------------------------------------------------------------

SFMI0704-001 08/01/2021

Rates Fringes

SPRINKLER FITTER (Fire Sprinklers)......................$ 46.13 30.99

----------------------------------------------------------------

SHEE0080-001 06/01/2020

Rates Fringes

SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....................$ 44.13 26.27

----------------------------------------------------------------

TEAM0247-001 06/01/2018

Rates Fringes

TRUCK DRIVER
GROUP 1
Flatbed; Pickup; Dump & Tandem.........................$ 26.71 0.70+a
GROUP 2
Semi..................................$ 26.86 0.70+a
GROUP 3
Lowboy................................$ 26.96 0.70+a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:
a. $456.70 per week, plus $67.10 per day.

* SUMI2011-025 02/01/2011

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRONWORKER, ORNAMENTAL.........$ 18.48</td>
<td>7.93</td>
</tr>
<tr>
<td>TRUCK DRIVER: Tractor Haul Truck....................$ 13.57 **</td>
<td>1.18</td>
</tr>
</tbody>
</table>

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers
A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

----------------------------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

Page 70 of 71
1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

================================================================
END OF GENERAL DECISIO"