ANN ARBOR AREA TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSALS (RFP) 2022-09

FOR:

Survey Research Services

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

1.1 OVERVIEW

Ann Arbor Area Transportation Authority (AAATA) is seeking Proposals from qualified firms to provide survey research services. Surveys will be conducted of three groups: current riders of AAATA fixed route buses (Rider), the general public and voters (Public/Voter), and commuters and employers. The successful firm(s) will provide data interpretation and reporting of the survey results. AAATA reserves the right to award to more than one (1) vendor.

It is anticipated that a two (2) year contract with four (4) one-year options will be awarded.

1.2 PROCURING AGENCY AND CONTRACTING OFFICER

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

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

1.3 SOLICITATION SCHEDULE

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

<table>
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<tr>
<th>Event</th>
<th>Date and Time</th>
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<tr>
<td>Request for Proposals Issued</td>
<td>Friday, May 27, 2022</td>
</tr>
<tr>
<td>Questions and Requests for Clarifications due</td>
<td>Friday, June 3, 2022 by 2:00 pm ET</td>
</tr>
<tr>
<td>Submit to <a href="mailto:Purchasing@theride.org">Purchasing@theride.org</a></td>
<td></td>
</tr>
<tr>
<td>AAATA Responds to Questions and Requests for Clarification</td>
<td>Friday, June 10, 2022</td>
</tr>
<tr>
<td>Proposals Due Date</td>
<td>Tuesday, June 28, 2022 by 2:00 PM (ET)</td>
</tr>
<tr>
<td>Submit Proposals to Dropbox:</td>
<td></td>
</tr>
<tr>
<td><a href="https://www.dropbox.com/request/0dDXi1uD36xbHUoMU33r">https://www.dropbox.com/request/0dDXi1uD36xbHUoMU33r</a></td>
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</tr>
<tr>
<td>Evaluation of Proposals</td>
<td>June 29 - July 27, 2022</td>
</tr>
<tr>
<td>Proposer Interviews/Oral Presentations</td>
<td>August 1 - 5, 2022</td>
</tr>
<tr>
<td>Anticipated Award</td>
<td>August 2022</td>
</tr>
</tbody>
</table>

1.4 PROPOSAL SUBMISSION

Proposals must be received in the format specified in the RFP by the respective due dates and times prescribed in the Solicitation Schedule in Section 1.3. Proposal submissions must be uploaded to
Dropbox using this link: https://www.dropbox.com/request/0dDXi1uD36xbHUoMU33r

AAATA will not accept emailed proposals nor access hyperlinks or visit external sites, including the BidNet site, to retrieve proposals. Proposals must be openable and readable by AAATA without passwords or additional software, applications, or links required.

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

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

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

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

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

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

1.5 COMMUNICATIONS

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

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

1.6 LOCATION OF DOCUMENTS AND ADDENDA

This RFP and any updates to this RFP including addenda will be available on our online system, BidNet Direct at www.bidnetdirect.com/mitn.
Users must register with BidNet Direct to access the web site. BidNet Direct offers two Vendor Registration plans: The Search Only Access plan is free; the Automatic Email Notification plan has an annual fee. For assistance in registering, please call BidNet’s Vendor Support at 800-835-4603, Mon-Fri, 8:00 am - 8:00 pm.

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

1.7 LIVING WAGE

The AAATA Living Wage Policy applies to this procurement and Proposers must certify compliance with the AAATA Living Wage Policy found in Section 6. Changes to the Living Wage shall apply, as may be updated and/or amended from time to time. Proposers shall stay current of all such changes and comply with any and all updates and/or increases to the Living Wage rate. AAATA Living Wage Policy may be found in Section 6 of this document.

1.8 IMPORTANT NOTIFICATIONS TO PROPOSERS

A. Prohibited Use of Confidentiality Markings

Proposers are strongly advised to carefully review Section 3.7 of this RFP entitled, “Public Disclosure of Proposals and Material AAATA Receives.” AAATA is not soliciting or accepting any proposals containing confidential, proprietary, or trade secret information. If an Offeror marks any pages of the proposal with such designations, they shall not be binding on AAATA and may result in rejection of the proposal.

B. 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 RFP.

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

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

Contracts or forms containing provisions such as the following will be treated as Requests for Exceptions/Deviations and may result in rejection of the proposal. 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 un priced renewals; d) Deletion, nullification or rejection of any termination for convenience provision in contravention of FTA Circular 4220.1F which requires the inclusion of termination for convenience provisions in contracts exceeding $10,000; e) Requiring AAATA to subject itself or the contract to the laws of a state other than the State of Michigan; and f) Commercial “entire agreement” language in a Proposer’s document(s) which nullifies all of the terms and conditions of the RFP.

1.9 PROJECT FUNDING

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

2.1 BACKGROUND

Public Transit service began in Ann Arbor more than 100 years ago in 1890. The last private operator ceased service in 1969. After a hiatus of three months, AAATA began operating service.

Ann Arbor Transportation Authority was chartered by the City of Ann Arbor in 1968 under Act 55 of 1963 of the State of Michigan. In 2013, the City of Ypsilanti and Ypsilanti Township joined, and the name was changed to Ann Arbor Area Transportation Authority. AAATA is a transportation authority, legally authorized to provide transit service throughout Washtenaw County. In 1973, the voters of Ann Arbor approved an amendment to the City Charter to provide a property tax to support transit services. In 2014, voters in Ann Arbor, Ypsilanti, and Ypsilanti Township approved an additional five-year property tax to provide increased service.

AAATA is governed by a ten-member Board of Directors. Eight are appointed by the Mayor of Ann Arbor, one is appointed by the Mayor of Ypsilanti, and one by the Supervisor of Ypsilanti Township. AAATA enters into Purchase of Service agreements to provide service within Pittsfield, Superior, and Scio Townships.

Currently, AAATA operates thirty local fixed routes of transit service within the urbanized area of Washtenaw County. General service hours are from 6:00 a.m. to 11:45 p.m. weekdays, 7:00 a.m. to 10:15 p.m. Saturdays, and 8:00 a.m. to 7:00 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 on weekdays, and with hourly service on weekday evenings and weekends. Five routes provide service every 15 minutes or less during weekday peak hours.

Ridership was 1.8 million in 1979. Ridership passed 2.0 million in 1980 and 6.0 million in 2008. In 2017, total annual ridership was nearly 6.9 million and through 2019 ridership generally increased. Due to conditions resulting from the COVID-19 pandemic in 2020, ridership dramatically decreased, and services were scaled back. As of 2022, routes are being restored to previous service levels with some adjustments as ridership recovers.

AAATA fleet consists of 103 large buses (35’-40’ long), more than half of which are hybrid-electric buses. AAATA buses do not require riders to climb steps to enter or exit. All of the buses are accessible to wheelchair users with a ramp, and have other features to accommodate persons with disabilities. All buses have a rack for bicycles on the front.

AAATA operates from a single maintenance, office, and administrative facility constructed in 1984. The facility features inside storage and circulation. AAATA also operates transit centers in downtown Ann Arbor reconstructed in 2014 and in downtown Ypsilanti constructed in 1993.

AAATA also provides special transportation services to meet the particular transportation needs of area residents—including commuters, senior citizens, persons with disabilities, and elementary and secondary students. These services include:

A-Ride. A-Ride provides door-to-door service for persons with a disability which makes them unable to use fixed-route service, in the same service area in which local fixed-route service is provided and during the same hours. This service is provided by a combination of accessible small
buses and vans.

**GoldRide.** GoldRide is a special service for seniors ages 65 or older. Eligible seniors travel free on any of our regular fixed routes with their GoldRide I.D. card. GoldRide Premium Demand Response Service is available within 3/4 mile of fixed routes in the Cities of Ann Arbor and Ypsilanti as well as Pittsfield and Ypsilanti Townships and provides door-to-door service for persons age 65 and older. This service is operated in accessible vehicles under contract to AAATA.

**Night Ride.** A shared-ride taxi service for the general public that operates when bus service is not in operation seven days a week within the City of Ann Arbor and between Ann Arbor and downtown Ypsilanti. This service is operated by a subcontractor, under contract to AAATA.

**Holiday Ride.** A shared-ride taxi service for the general public that provides service within the City of Ann Arbor and between Ann Arbor and downtown Ypsilanti on the six holidays when AAATA does not operate bus service. This service is operated by a subcontractor, under contract to AAATA.

**Senior Ride.** Group trips to local grocery stores for senior citizens from select senior housing facilities.

**AirRide.** Express service between Ann Arbor and Detroit Metropolitan Airport. Nine trips a day are operated between Ann Arbor and Detroit Metropolitan Airport. Service is operated by Indian Trails under contract to Michigan Department of Transportation (MDOT).

**Park and Ride.** AAATA operates direct bus service between five park and ride lots and downtown Ann Arbor and the University of Michigan campus. Parking is free.

**Event Services.** AAATA provides shuttle bus service during the University of Michigan football games.

**VanRide.** AAATA provides access to form and operate vanpools through a third-party vendor.

**D2A2.** An express bus service connecting downtown Detroit and Ann Arbor. Service is a partnership between the Regional Transit Authority of Southeast Michigan (RTA) and AAATA, operated by Michigan Flyer.

## 2.2 PURPOSE

AAATA is seeking the services of a qualified vendor to conduct several surveys and provide related data analysis from a random sample of AAATA riders and community residents. Rider surveys have been conducted every two years and community surveys every one to three years. Commuter/Employer Surveys have been conducted approximately every three to four years. The timing of the surveys will be decided between AAATA and the Contractor who is awarded a contract resulting from this RFP. No set number of surveys are implied or guaranteed under this RFP.

### A. RIDER SURVEYS

AAATA has previously conducted surveys on-board AAATA buses with a survey printed on both sides of 8.5”x11” card stock, with surveys handed out and collected by a surveyor on-
board the bus. Surveyors attempt to obtain a completed survey from each rider. The sample size is approximately 1,000 to 3,000 completed surveys. The Contractor will be responsible for hiring, training, and supervising surveyors.

AAATA is interested in receiving proposals using this method, as well as considering revisions or alternatives to this method that are intended to increase the accuracy of the survey and/or reduce the cost.

AAATA will work with the successful proposer in development of the survey instrument. In order to provide a comparison with the results of previous surveys, a portion of the previous survey will be re-used.

Survey efforts should plan on the following for bidding purposes, although actual details may vary at the time of project execution:

Rider surveys should be conducted on a representative sample of AAATA fixed route bus runs, consist of a sample of approximately 1,000 to 3,000 riders and have a sample error of plus/minus 1.6%. Sample size will be determined by ridership levels and other factors at the time of surveying.

B. PUBLIC SURVEYS

Survey research will be conducted to provide information about the public, and/or subsets including likely voters. AAATA has primarily used telephone surveys to accomplish this in the past.

Survey efforts should plan on the following for bidding purposes, although actual details may vary at the time of project execution:

Public surveys should include the cities of Ann Arbor, Ypsilanti, and Ypsilanti Township, consist of a sample of approximately 850 likely voters, and have a sample error of plus/minus 3.5%.

C. COMMUTER/EMPLOYER SURVEYS

Survey research will be conducted to provide information about the commuting patterns of workers in downtown Ann Arbor, within the Downtown Development Authority defined boundaries. AAATA has typically provided this survey to employers to distribute and encourage participation from their employees. Surveys will be conducted every three (3) to four (4) years.

Survey efforts should plan on the following for bidding purposes, although actual details may vary at the time of project execution:

Public surveys should include the city of Ann Arbor and consist of a sample of approximately 400 employees and 100 employers. Given the voluntary nature of the samples, results should be monitored, and strategies employed to achieve representative attitudes across commuting behaviors and business sectors.
D. VOTER DATABASE UPDATE AND ANALYSIS

The consultant shall provide a Voter Database with analyses to AAATA. The Voter Database will be periodically updated as directed by AAATA. If needed, available and appropriate, variables related to the campaign activity of AAATA millage referendum supporters and opponents may be added at the request of AAATA Project Manager.

E. DATA INTERPRETATION AND REPORTING

The consultant shall provide analyses and interpretations of survey results and the Voter Database. This work may be of a general nature to answer questions about AAATA’s effectiveness and reputation in the community, or about rider attitude and awareness, or about specific events such as a planned millage renewal ballot initiative.

F. DELIVERABLES

The Consultant is required to submit:

1. Survey instrument (in the case of survey work)
2. Tabulation of results for the entire sample and for each of the route subsets specified above (in the case of survey work)
3. Complete set of collected or analyzed data in a mutually agreeable electronic format
4. Report describing findings, including an executive summary
5. Deliverables
   a. Each distinct work task should generate a deliverable that constitutes the outcome or findings of the task. In general, the consultant should anticipate that deliverables will be examined by AAATA in three stages: preliminary, draft and final. Deliverables must have specific titles, be dated, indicate authorship (individual or company), and indicate the stage of the deliverable. Review and approval of each stage of the deliverable must be given by the AAATA Project Manager before the next stage of that deliverable is delivered by the consultant.
   b. Deliverables must be clearly organized and written, and free of grammatical and typographical errors.
   c. Data tables and databases are considered deliverables.
   d. ALL work undertaken by the consultant shall be documented and included in a specific study deliverable. Detailed data, detailed analyses, vendor quotes and data, product descriptions, legal opinions, correspondence, inputs and outputs of computer models and all other supporting materials shall be organized and included (by reference if appropriate) in the deliverable to which they pertain.
   e. Deliverables shall be delivered in the working file formats of the software used
to produce the work, unless AAATA specifies otherwise. In general, AAATA wants to retain the ability to extract materials from any of the deliverables. Files and reports may (and often should) also be delivered in compact and un-editable formats such as .pdf documents.

f. No deliverable will be considered final without review and approval by the AAATA Project Manager.

F. COLLABORATION AND PRESENTATIONS

1. It is desired that most work take place as an iterative process in collaboration with AAATA staff. The consultant should deliberately design study work products for careful scrutiny and discussion by staff. The consultant should plan progress presentations to a responsible staff and expect guidance to be provided in those meetings.

2. It may also be desired to involve the AAATA Board, at an appropriate level, in some efforts. At the direction of the responsible staff, the consultant should expect to design work programs that include meaningful Board involvement without creating undue demands on their time.

3. It will often be necessary for the consultant to formally present the findings of their work to AAATA management as a group. The consultant should also expect to present findings to the full AAATA Board at one of its regular public meetings, or to committees of the Board.

2.3 PROJECT MANAGEMENT

A. The Contractor shall name a Project Manager to act as the single-point-of-contact with AAATA for the resulting Contract.

B. AAATA’s Project Manager will be the point of contact to initiate work on any project. AAATA’s Project Manager may designate a Project Leader on a per project basis.

C. Requests for payment by the Contractor shall include a detailed document of charges and shall be submitted directly to AAATA’s Project Manager or authorized designee for review, approval, and processing after approval.

D. The resulting Contract may be modified based on changes in the scope of services. All change requests shall be submitted in writing to AAATA’s Contracting Officer, as well as AAATA’s Project Manager for review. AAATA reserves the right to deny any change request at its discretion. See Section 4.3 of this RFP.

2.4 CONTRACTOR’S PERSONNEL

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

B. The Contractor shall ensure that the Project Manager that is assigned to AAATA’s account is responsible and accountable for the work performed. The name, email address, and contact phone number(s) of the Project Manager shall be provided in writing to AAATA’s Contracting Officer. The Project Manager shall have full authority to act for the Contractor on all contract matters relating to the routine operations of the Contract.

C. All personnel assigned to work on AAATA premises must abide by all AAATA policies and guidelines for health, security, and safety. This includes precautions for infectious diseases.

D. AAATA reserves the right to refuse entry or require removal of any Contract employee and/or subcontractor from the AAATA facilities at its discretion. It is the Contractor’s responsibility to ensure that the removed employee is prohibited from servicing AAATA's account and ensuring that there are no service interruptions.

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

2.5 COOPERATION

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

Proposals submitted for evaluation must include, at a minimum, the information and materials described in this Section 3 – Instructions to Proposers and all of its subsections. Proposals that are not submitted in accordance with the RFP and/or do not meet the RFP requirements may result in rejection of the Proposal.

3.1 PROPOSAL DEADLINE AND SUBMITTAL

Proposal submissions must reference the RFP number in the title of the submission, include the Proposer’s company, organization, or corporate name, and indicate whether it is the Technical Proposal or the Price Proposal.

Proposals MUST be received by the due date and time specified in the Solicitation Schedule contained in Section 1.3 of this RFP and must be submitted in strict accordance with Section 1.4 of this RFP entitled, “Proposal Submission.” Proposals shall be submitted electronically by uploading to the designated AAATA Dropbox link in Portable Document Format (PDF). Proposals submitted on paper, or to other electronic locations, or in any other format will not be accepted.

Proposals received after the due date and time are untimely and will not be considered. Each Proposer shall bear the burden of timely delivery in its entirety. Proposers are urged to consider potential risks when preparing to submit Proposals. AAATA assumes no responsibility for errant delivery of Proposals for any reason. AAATA’s decision on the timeliness of proposals shall be final.

3.2 PROPOSAL FORMAT AND GENERAL REQUIREMENTS

A. This is a Sealed Proposal solicitation. Proposals must be submitted electronically to the designated Dropbox upload site as two separate Portable Document Format (PDF) files in response to this RFP.

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

1. **Technical Proposal:** shall be submitted as one PDF document, and

2. **Price Proposal:** shall be submitted separately from the Technical Proposal as one PDF document and shall include all completed Required Forms and Certifications found in Section 6, entitled REQUIRED FORMS AND CERTIFICATIONS & PRICE PROPOSAL FORM

C. Proposals must meet the following general requirements:

1. Proposers shall not submit individual pages as separate documents or files for either the Technical Proposal or for the Price Proposal.

2. Proposals must be submitted in written English. All communication regarding this RFP will be conducted in English.
3. Proposers shall make no additional stipulations or alterations to the RFP including on the Forms and Certifications or Price Proposal Form, nor qualify the Proposal unless authorized by AAATA in writing.

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

5. A Proposal Submission List may be found in Appendix A of this RFP. This list does not relieve the Offeror of the need to read and comply with all RFP requirements, instructions, and specifications. Proposer is solely responsible for providing all Proposal requirements.

3.3 TECHNICAL PROPOSAL

The Technical Proposal consists of the firm’s response to all of the sections below.

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

The Technical Proposal shall include the following information, in the order outlined below with corresponding letters and numbers indicated:

A. Letter of Transmittal

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

1. Identification of the offering firm(s), including name, address, and telephone number.

2. Form of organization (corporation, partnership, sole proprietorship).

3. Acknowledgment of all RFP addenda, if any.

4. Name, title, address, telephone number, and email address of the proposer’s contact person during the period of proposal evaluation.

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

6. Signature of person authorized to bind the proposer to the terms of the RFP.

B. Qualifications, Experience, and References

1. Description of Offering Firm

Provide a statement of the firm’s qualifications and experience to perform the requested work. Description should include, but not be limited to, the following:
a. Brief history of the firm, year founded, form of organization (corporation, partnership, etc.).
b. Include subsidiaries or partnerships with other firms.
c. List of the services performed by the firm.
d. Size and location of offices (if numbering greater than one) and indicate which branch office will perform or assist in performing the services for AAATA.
e. Number of employees. Identify which branch office, if any, that will perform or assist in performing the services for AAATA.
f. Experience should also include work with governmental or public clients, if any.

2. Offering Firm’s Financial Condition

Please provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending and/or current litigation and/or judgements, office closures, impending merger(s), anticipated changes to corporate or organizational structure) that may affect the Proposer's ability to complete the Scope of Work.

**Please note that all material received by AAATA is subject to public review. AAATA therefore does not require that financial forms and accounts be submitted with Proposals but does maintain its right to view such documents without taking or receiving copies.**

3. Principal Staff

Provide the name, title and resume of the project manager who will be assigned to this contract. Also provide resumes of the team members who will work directly with AAATA staff on any aspect of the project. Include education, certifications, unique qualifications, years of service in the industry, and individual responsibilities. Prior written approval from AAATA will be required for any change(s) to the proposed project team.

4. Experience

Discuss relevant experience conducting survey research. Please provide three to five examples.

5. List of Major Clients

Provide the appropriate list(s) relative to the type of survey research the firm is proposing to offer.

A. Rider Surveys

Provide a list of four to five previous or current clients for whom Offeror has successfully completed survey research projects with an emphasis on projects:

- Completed within the last four (4) years, and/or
- With the same project manager proposed for AAATA, and/or
- For other transit agencies, and/or
• With a similar scope of work

The list should include the client name, brief description of scope of work, dates, and Offeror’s project manager.

B. Public/Voter Surveys

Provide a list of four to five previous or current clients for whom the firm has conducted public opinion research with an emphasis on projects:
• Involving ballot issues and millage proposals, and
• Completed within the last four (4) years, and/or
• With the same project manager proposed for AAATA, and/or
• For other transit agencies, and/or
• With a similar scope of work

The list should include the client name, brief description of scope of work, dates, and Offeror’s project manager.

C. Commuter/Employer Surveys

Provide a list of four to five previous or current clients for whom the firm has conducted similar research with an emphasis on projects:
• Involving local businesses and/or customer surveys
• Completed within the last four (4) years, and/or
• With the same project manager proposed for AAATA, and/or
• For other transit agencies, and/or
• With a similar scope of work

The list should include the client name, brief description of scope of work, dates, and Offeror’s project manager.

6. References

Provide three (3) references. This may include firms you provide in the list requested in item 5 above. Provide the following information:
• Clients' name
• Clients' project manager, email, and telephone number
• A detailed description of work performed
• Date of completion

AAATA is not responsible for lack of responses for any reason from vendor references. AAATA will automatically be considered a reference for any firm in which it has had experience.

7. Subcontractors

Identify any subcontractors, especially DBE-certified subcontractors.
8. Insurance

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. Provide copies of your state agency license and certificate of professional liability or errors and omissions insurance carried by your company showing the insurance carrier and amount of coverage.

D. Methodology and Approach

Provide a narrative on the firm’s understanding of AAATA’s scope of services, and the agency’s proposed approach to fulfilling the requirements. Please address the following in this section:

1. Method of insuring a sample representative of the rider population.

2. Method of securing enough completed surveys to meet specified precision and confidence levels.

3. Method of stratifying sample to meet specified precision and confidence levels for subsets.

4. Sources of information that would be used to identify and characterize voters and election results.

5. Number of completed surveys included to meet specified precision and confidence level for each subset.

6. Method of providing surveyors who are motivated, properly trained, and will represent AAATA properly.

7. Description of the tasks involved in the project with staff hours by category, including pay rates for surveyors.

8. Method of providing and updating a Voter Database and analyses. Include database fields and possible variables. Proposers may provide a sample.

Address any additional tasks not outlined in this RFP that should be considered and be prepared to provide separate pricing for any and all additional tasks in the Price Proposal if separate pricing is applicable. Do NOT Include Prices or Fees in the Technical Proposal. Please be succinct in your responses.

E. Exceptions and Deviations

Include any approved exceptions and/or deviations to the RFP or addenda, including any and all of the firm’s own approved contracts, agreements, or forms that it considers mandatory to use in connection with performing the Scope of Work. Please note that to the extent that a firm’s own contracts, agreements, or forms contradict or purport to amend or exclude any
provisions of the RFP or addenda in whole or in part, the same will be treated as exceptions and/or deviations. Any exceptions and/or deviations that are not properly submitted by the deadline found in the Solicitation Schedule for Questions and Requests for Clarifications, and approved by AAATA in advance through addenda may result in the rejection of the proposal.

F. Addenda Issued for this RFP

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

3.4 PRICE PROPOSAL

A. The Price Proposal must be submitted as a separate PDF document. Price Proposal shall not be included as part of the same PDF file as Technical Proposal.

B. The Price Proposal shall be submitted as one (1) PDF file and include the following parts:

1. Proposers must include all properly completed and signed Required Forms and Certifications included in Section 6 entitled “Required Forms and Certifications and Price Proposal” of this RFP.

2. Proposer’s must include the Price Proposal Form from Section 6, and the Proposer’s required Prices and Fees.

3. If additional charges for other services were indicated in the Technical Proposal, a separate sheet may be attached indicating the prices/fees in the Price Proposal. All optional prices/fees shall be clearly identified and separate from required prices and fees.

C. The Price Proposal requirements are as follows:

1. Price Proposals must be submitted in one (1) PDF format file on the forms included in Section 6 and include all prices/fees. Proposers shall not upload separate, single pages.

2. The Price Proposal and all the forms and certifications located in Section 6 of this RFP must be properly completed and signed.

3. Please note that included among these forms and certifications is a form for references. The references must be persons for whom your firm has performed projects that required capabilities and expertise similar to those required to successfully perform the Scope of Work in this RFP. AAATA is not responsible for lack of responses for any reason from vendor references. AAATA will automatically be considered a reference for any firm with which it has had experience. Proposers shall note that references are required in both the Technical Proposal and the Price Proposal. Proposers may use the same references for both.
4. All prices must be firm, fixed and expressed in U.S. dollars. Any recommended optional items or services and their prices, if applicable, must be clearly indicated. Provide a detailed breakdown of fees, wherever necessary.

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

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

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

8. Proposed prices must include all costs associated with the performance of the work, including equipment, supplies, supervision, labor, fringe benefits, travel and travel-related expenses, transportation, delivery, shipping, and all related costs. Charges not listed in the proposal response and approved by AAATA will not be allowed.

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

3.5 AUTHORIZED SIGNATURES

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

3.6 ACCEPTANCE PERIOD

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

3.7 PUBLIC DISCLOSURE OF PROPOSALS AND MATERIAL AAATA RECEIVES

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

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

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

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

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

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

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

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

3.8 PROPOSAL ACCEPTANCE OR REJECTION

AAATA reserves the right to:

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

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

C. Postpone solicitation schedule dates including the Proposal due date, or cancel the solicitation.

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

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

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

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

3.9 EXAMINATION OF SOLICITATION DOCUMENTS

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

3.10 CONTRACTOR CONFLICTS OF INTEREST

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

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

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

3.11 PROPOSER COMMUNICATIONS AND REQUESTS

A. All correspondence and/or contact concerning any aspect of this solicitation or offers shall be with the Contracting Officer in writing to the email address found in Section 1.2. Telephone communications will not be entertained. Proposers and their representatives shall not make any contact with or communicate with any members of AAATA, or its employees and consultants, other than the Contracting Officer concerning any aspect of this solicitation or offers. Proposers
may be disqualified if any unsolicited contact related to this solicitation is made with an employee or representative of AAATA other than the Contracting Officer.

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

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

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

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

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

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

3.12 ADDENDA TO THE RFP

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

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

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

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

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

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

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

3.13 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING

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

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

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

3.14 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A. A proposed unilateral modification by a Proposer to any part of a proposal already received will be accepted by AAATA only if the modification is received prior to the Proposal Due Date.

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

3.15 PROPOSAL AS A CONTRACT

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

3.16 WAIVER

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

3.17 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

A. Opening of Proposals

Proposals will not be publicly opened.

B. General Information

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

2. AAATA will consider all the material submitted by the Proposer and other available information that AAATA may obtain to determine whether the Proposer is capable of and has a history of successfully completing contracts of the type solicited. A clear and complete response to the solicitation is critical so that the evaluators may adequately understand all aspects of the proposal.

3. Proposers shall furnish acceptable evidence of their ability to perform, such as financial stability and the ability to obtain the necessary personnel when requested by AAATA. Refusal to provide any requested information may cause the proposal to be rejected.

4. The Offeror must follow the instructions of the RFP and include sufficient detail so that the proposal can be evaluated. The evaluators will determine the proposal that offers the best value to AAATA, price and other factors considered.
5. The Evaluation Team will make such investigations as are considered necessary for complete evaluation. The Evaluation Team will employ those evaluation criteria set forth in this solicitation or in addenda that may be issued. The evaluation criteria shall be deemed to include any unstated sub-criterion that logically might be included within the scope of the stated criterion.

C. Evaluation Criteria

The evaluators will determine the proposal that offers the best value to AAATA, price and other factors considered. This means that AAATA does not have to necessarily make an award to either the lowest priced proposal or to the highest qualified offeror.

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

- Qualifications, Experience, and References
- Methodology and Approach
- Price
- Conformance to Requirements and Specifications

D. Evaluation Procedures

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

2. Proposers may be invited to interview and give a presentation to the Evaluation Team. The Evaluation Team reserves the right to interview the Proposer(s) it selects. The Evaluation Team has no obligation to interview any or all Proposer(s). An invitation extended to an individual Proposer does not require invitations with any others. Interviews/Presentations are by invitation from AAATA and, if held, will be during the anticipated dates indicated in the solicitation schedule. Interviews/Presentations may be conducted on-site or remotely.

3. If interviews/presentations are conducted, AAATA has the right (but not the obligation) to adjust an Offeror’s evaluation upward or downward based on the results of the interview/presentation. AAATA reserves the right to select proposals that are in a competitive range, conduct discussions, and request Best and Final Offers. AAATA also reserves the right to make an award with or without discussions or with or without requesting Best and Final Offers.

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

E. This RFP does not commit AAATA to award a contract. AAATA reserves the right to accept or reject any or all proposals or to cancel this RFP in whole or in part if it is in the best interests of AAATA to do so.
3.18 RESPONSE TO PROPOSALS

A. Notice of Award

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

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

B. Notice to Unsuccessful Proposers

1. After Notice of Intent to Award or the date of actual award, as the case may be, AAATA will inform unsuccessful proposers of the following information:
   a. The number of proposals AAATA received.
   b. The name of the successful proposer.

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

C. Single Proposal Response

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

D. Cancellation of Procurement

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

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

4.1 CONTRACT DOCUMENTS

All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

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

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

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

4.3 MODIFICATION TO CONTRACT

A. Written Change Orders

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

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

B. Change Order Procedure

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

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

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

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

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

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

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

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

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

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

I. Postpone the Proposal Due Date, revise solicitation schedule dates, or cancel the solicitation.

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

4.5 PROTEST PROCEDURES

A. General Procedures

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

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

B. Protest Before Proposal Opening

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

1. The name, address, and telephone number of the protester.
2. The grounds for the protest, any and all documentation to support the protest and the relief sought.
3. Steps that have been taken to date in an attempt to correct the alleged problem or concern.

C. Protest After Award

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

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

   a. The name, address, and telephone number of the protester.
   b. The grounds for the protest, any and all documentation to support the protest and the relief sought.
   c. Steps that have been taken to date in an attempt to correct the alleged problem or concern.

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

D. FTA Protest Procedures

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

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

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

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

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

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

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

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

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

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

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

4.7 PRICE ADJUSTMENT

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

B. Price Adjustment Requests

A price increase adjustment request by the Contractor, if any, will be considered at the time of a contract renewal and shall be a factor in the renewal review process. Contractor shall submit any requests for price increases to AAATA for review a minimum of 15 days prior to contract renewal. In no case shall the proposed price increase(s) exceed the Consumer Price Index for that year. The price may be adjusted upwards or downwards according to the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All Items, not seasonally adjusted. If accepted, an adjustment will be based on the percentage change between the starting month of the Contract and the month preceding the option year if data is available. If data is not available, adjustments shall use the next complete data set from the prior months. All price changes must be approved in advance by AAATA; unapproved price increases will not be accepted. 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 for review, approval, and processing to AAATA Project Manager. Invoices must provide details for each line amount charged and include all supporting data in the form and detail as requested by AAATA and as per the agreed upon project schedule and as outlined in the Contract. Payment terms shall be no less than 30 days from receipt of an approved invoice unless approved by AAATA in advance in writing.

4.9 SUBCONTRACTING

Should proposing vendor intend to subcontract all or part of the work specified, name(s) and address(es) of subcontractor(s) must be listed. Contractor shall not subcontract any portion of work without prior written consent from AAATA. Proposing vendor shall be responsible for subcontractor(s) full compliance with the requirements of this solicitation. 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 policies and programs 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 including, but not limited to medical or recreational marijuana and/or narcotics. If found to be in non-compliance by AAATA, Contractor shall immediately remove employee, and any violation(s) may lead to suspension or
termination of the Contract with AAATA reserving its right to pursue any other available rights and remedies.

4.11 SAFETY

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

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

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

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

4.12 ACCIDENTS

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

4.13 DAMAGE

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

4.14 LIABILITY FOR DAMAGES

A. The Contractor assumes complete liability for equipment, articles, software, 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, software, or material spoiled by it or not otherwise accounted for to AAATA’s satisfaction.
B. The Contractor shall be liable for any damage done to AAATA’s buildings, equipment and/or vehicles from the time the Contractor starts work until the time the work is completed and accepted by AAATA.

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

D. Contractor shall implement and maintain a comprehensive information technology security program to safeguard privacy and access to AAATA software, hardware, data, employee records, and associated information, and to preserve the integrity of related systems. Contractor shall not transfer, share, sell, transmit, or allow access to any AAATA information, records, data, or systems without prior written approval of AAATA. AAATA retains the right to audit Contractor programs and practices to ensure standards are being met. Contractor is liable for breaches and/or damages that occur as a result of Contractors work.

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 applicable AAATA policies. Should the Contractor furnish any services, equipment, and/or supplies contrary to such codes, ordinances, laws and regulations, the Contractor shall assume full responsibility for its actions and shall bear all costs attributed to work.

B. Workmanship provided by the Contractor, its subcontractors, or suppliers, shall be of the best quality and shall conform in all respects to the best practice in the industry or representative trade. Work performed by the Contractor under AAATA’s Contract shall be subject to inspection and acceptance by AAATA at all times. If, prior to final acceptance, any services and/or any materials and supplies furnished are found to be incomplete, or not as specified, AAATA may reject them and require the Contractor to correct them without charge 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 and at the date(s) and time(s) agreed upon by AAATA and Contractor. Contractor shall not make use of AAATA property, equipment, or supplies without proper authorization. Contractor must surrender all property of AAATA including equipment, materials, parts, keys, badges, etc. immediately upon request of AAATA.

D. Contractor is forbidden to make any purchases, or promises to purchase, goods or services under the name of, or acting on behalf of, AAATA without the written approval of the AAATA Procurement Manager or designated representative. 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 will not recognize Contractor non-compete agreements or clauses. AAATA retains the right to employ Contractor personnel directly or through a Contractor or third party regardless of the status of the contract.
F. AAATA reserves the right to utilize outside services when necessary, from other sources should it be determined by AAATA that the Contractor is unable to supply the services. In such a case, AAATA is not obligated to inform the Contractor. Costs to AAATA for these services may be deducted from the fees payable to the Contractor.

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, reports, papers, articles, maps, statements, or other documents concerning its business relationship or Contract 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. Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules will permit AAATA to immediately terminate this Contract without liability.
SECTION 5 – TERMS AND CONDITIONS

5.1 FTA FUNDING REQUIREMENTS AND INCORPORATION OF FTA TERMS

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

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

5.2 CHANGES IN FEDERAL LAWS AND REGULATIONS

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

5.3 NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

5.4 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTIONS

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

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

5.5 ACCESS TO RECORDS AND REPORTS

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

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

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

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

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

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

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

5.6 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

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

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

5.8 CONFLICT OF INTEREST

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

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

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

5.9 PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

C. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, stat that all qualified applicants will receive consideration for employment without regard to race, color, religion, national
origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual’s ability to perform the duties of a particular job or position.

E. The Contractor or their collective bargaining representative will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers’ representative of the contractor’s commitments.

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

G. The contractor will furnish and file compliance reports within such time an 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:

Equal Employment Opportunity,” 42 U.S.C. §2000e note), and with any applicable Federal construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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


5.11 DISADVANTAGED BUSINESS ENTERPRISES PROGRAM

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

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

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

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

E. Contractors must pay subcontractors for satisfactory performance of their contracts no later than 30 days following the receipt of each payment made by AAATA to the prime contractor. This includes the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. AAATA may apply appropriate penalties for failure to comply with these terms and conditions. Any delay or postponement of payment among parties may take place only for good cause, and only with the prior written permission of AAATA. Contractors must include in their subcontracts language providing the appropriate alternative dispute resolution mechanisms to resolve payment disputes. Prime contractors will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
F. The Contractor must promptly notify AAATA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of AAATA.

5.12 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS

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

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

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

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

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

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

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

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

I. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
J. Except for transactions authorized by the government, if a participant in a covered transaction knowingly enters into a covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, AAATA may pursue available remedies including suspension and/or debarment.

5.13 LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS AND RESTRICTIONS ON LOBBYING

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

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

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

5.14 NON-COLLUSION AFFIDAVIT

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

5.15 PENALTY FOR COLLUSION

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

5.16 CLEAN AIR REQUIREMENTS

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

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

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

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

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

5.18 ENERGY CONSERVATION

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

5.19 RECYCLED PRODUCTS

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

5.20 PRIVACY ACT

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

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

5.21 SAFE OPERATION OF MOTOR VEHICLES

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

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

C. Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an
employer, and driving a vehicle the driver owns or rents, a vehicle Contactor 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; SUPERSEADING 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 in this solicitation, and any resulting Agreement or Contract. References to “Agreement” or to “Contract” in this solicitation, and any resulting Agreement or Contract this Agreement shall refer to the same documents and be synonymous for all purposes under this solicitation, and any resulting Agreement or Contract.

5.24 TERMINATION

A. Termination for Convenience

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

B. Termination for Default/Breach

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

C. Termination for Force Majeure

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

D. Opportunity to Cure

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

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

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

5.25 BREACHES AND DISPUTE RESOLUTION

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

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

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

D. Unless otherwise agreed upon in writing by the parties, disputes involving 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 RECORD RETENTION

During the course of the Project and for three (3) years thereafter, the Contractor agrees to retain intact and to provide any
data, documents, reports, records, contracts, and supporting materials relating to the Project as the Government may
require. Reporting and record keeping requirements for governmental recipients are set forth in 49 CFR Part 18.
Reporting and record keeping requirements for private nonprofit and for-profit recipients, are set forth in OMB Circular
A-110. Project close out does not alter these requirements.

5.33 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.

5.34 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.

5.35 INSPECTION OF WORK

AAATA shall have the right to review and inspect the work described herein and the regional office(s) and/or headquarters of the contractor at all times.

5.36 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.

5.37 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.

5.38 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.

5.39 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.

5.40 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 of 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.

5.41 SEVERABILITY

If any provisions or portion of any provision, of the Contract are held invalid, illegal, or unenforceable, they shall be severed from the Contract and the remaining provisions shall be valid and enforceable.
SECTION 6 – REQUIRED FORMS AND CERTIFICATIONS AND PRICE PROPOSAL FORM

Submit all completed Section 6 - Required Forms and Certifications and Price Proposal Form, and the price proposal in a separate PDF file labeled with the RFP number, your company name, and label as ‘price proposal.’ **Price Proposal shall be submitted in accordance with Section 3.0 – Instructions to Proposers.**
AGREEMENT OF GOODS AND SERVICES

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

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

Name of Authorized Representative: ________________________________

Signature of Authorized Representative: ________________________________

Title: ________________________________

Date: ______________________

Telephone: ________________________________

Email address: ________________________________

For (Company): ________________________________

Address: ________________________________

City, State, Zip: ________________________________

PROMPT PAYMENT DISCOUNTS

Proposers should include any cash discounts for prompt payment offered.

A discount of ________% for payments made within _________ days.
PROPOSAL ADDENDA ACKNOWLEDGEMENT FORM

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

Addendum No. __________________________ Dated __________________

Addendum No. __________________________ Dated __________________

Addendum No. __________________________ Dated __________________

Addendum No. __________________________ Dated __________________

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

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

Signature: ________________________________

Printed Name and Title: ________________________________

Company: ________________________________

Date: ________________________________
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT

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

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

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

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

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

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

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

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

The undersigned for the ________________________________ hereby certifies that the ________________________________ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Authorized Representative  PRINTED  SIGNED
LOBBYING

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


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

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


49 CFR Part 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

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

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

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

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

Signature: ________________________________

Typed or Printed Name: ________________________________

Company: ________________________________

Title: ________________________________

Date: ________________________________
DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

For Material Change Only:
year_________ quarter_______________
date of last report________________

<table>
<thead>
<tr>
<th>5. If Reporting Entity in No. 4 is a Sub-awardee, enter name and address of Prime:</th>
<th>6. Federal Department/Agency:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Congressional District, <em>if known:</em></td>
<td><em>Federal Transit Administration</em></td>
</tr>
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</table>

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<tr>
<th>7. Federal Program Name/Description:</th>
<th>8. Federal Action Number, <em>if known:</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>CFDA Number, <em>if applicable:</em></td>
<td></td>
</tr>
</tbody>
</table>
9. Award Amount, *if known*:

$__________________________

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

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

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

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

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

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

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

Signed__________________________________________________________

Name___________________________________________________________

Firm Name_______________________________________________________

Subscribed and sworn to this___________day of______________, 20_____

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

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

Signature: ____________________________________________________________

Typed Name: __________________________________________________________

Company: _____________________________________________________________

Title: _________________________________________________________________

Date: _________________________________________________________________

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

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

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

The undersigned proposer certifies that the foregoing is true.

________________________________________________________
Date                             Company

________________________________________________________
Authorized Representative       PRINTED NAME

________________________________________________________
Authorized Representative       SIGNATURE
1.0 PURPOSE

1.1 It is the purpose of this Living Wage Policy

- to increase the quality and reliability of services procured for AAATA or provided to AAATA by contractors, vendors, and grantees by promoting higher productivity and retention of employees working on AAATA contracts and grants;
- to use AAATA spending to encourage the development of jobs paying wages above the poverty level;
- to use AAATA spending and procurement of services to require covered employers that provide services to AAATA or that receive certain other forms of financial assistance from AAATA for providing services to AAATA to pay their employees a "Living Wage," sufficient to meet their employees' basic subsistence needs in the Ann Arbor urbanized area;
- to raise the income of low-income working people and their families employed by covered employers on AAATA contracts or grants;
- to permit hardship exemptions for certain non-profit employers from the provisions of this Policy;
- to provide incentives for covered employers to provide health insurance to their employees;
- to monitor and enforce the requirements of this Policy; and
- for other purposes.

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

2.0 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

3.0 **APPLICABILITY**

3.1 This Policy shall apply to any person that is a contractor/vendor or grantee as defined above that employs or contracts with five (5) or more individuals; provided, however, that this Policy shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with twenty (20) or more individuals.

3.2 This Policy shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Policy and to the extension or renewal after the effective date of this Policy of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

4.0 **LIVING WAGES REQUIRED**

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

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

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

5.0 **EMPLOYEES COVERED**

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

6.0 **EXEMPTIONS**

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

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

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

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

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

7.0 **MONITORING AND ENFORCEMENT**

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

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

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

8.0 **PENALTIES AND ENFORCEMENT**

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

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

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

9.0 **OTHER POLICY PROVISIONS**

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

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

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

9.5 This Policy shall not be applicable to the establishment and/or continuation of the following if developed specifically for youth, high school and/or college students:
   a. A bona fide training program.
   b. A non-profit summer program.
   c. A non-profit youth employment program.
   d. A work-study, volunteer/public service, or internship program.
ANN ARBOR AREA TRANSPORTATION AUTHORITY
LIVING WAGE POLICY

RATE EFFECTIVE APRIL 30, 2022 - ENDING APRIL 29, 2023

$14.82 per hour  $16.52 per hour
If the employer provides health care benefits*  If the employer does NOT provide health care benefits*

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

ENFORCEMENT

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

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

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

*Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed $.50 an hour for an average work week; and the employer cost or contribution must equal no less than $1/hr for the average work week.

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

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

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

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

_____ This company or individual is exempt due to the fact that we employ or contract with fewer than 5 individuals.
_____ This non-profit agency is exempt due to the fact that we employ or contract with fewer than 20 employees.

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

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

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

_____ Employees who are assigned to any covered AAATA project or grant will be paid at or above the applicable living wage without health benefits. The rate, effective April 30, 2022 – ending April 29, 2023 is $16.52 per hour and adjusts annually.

OR

_____ Employees who are assigned to any covered AAATA project or grant will be paid at or above the applicable living wage with health benefits. The rate, effective April 30, 2022 – ending April 29, 2023 is $14.82 per hour and adjusts annually.

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

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

e) To permit access to work sites to AAATA representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions and agrees to abide by the penalties as provided in the Policy for non-compliance.

______________________________  __________________________
Company Name                   Address:  City, State, Zip

______________________________  __________________________
Signature of Authorized Rep.    Phone (area code)

______________________________  __________________________
Type or Print Name and Title    Email address

______________________________
Date signed
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.
   (e) “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)).

(275)
(iii) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (d) or (g).

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

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

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

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

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

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

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

This act is ordered to take immediate effect.

Carol_Money_Viventi
Secretary of the Senate

Gary_Randall
Clerk of the House of Representatives

Approved ________________________________

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

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

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

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

Signature of Vendor’s Authorized Agent: ________________________________

Printed Name of Vendor’s Authorized Agent: ________________________________

Witness Signature: ________________________________

Printed Name of Witness: ________________________________
REFERENCES

1. Reference Name: ____________________________________________________________
   Title: ___________________________________________________________________
   Company Name: ____________________________________________________________
   Address: ___________________________________________________________________
   Telephone Number: __________________________________________________________
   Email: ____________________________________________________________________

2. Reference Name: ____________________________________________________________
   Title: ___________________________________________________________________
   Company Name: ____________________________________________________________
   Address: ___________________________________________________________________
   Telephone Number: __________________________________________________________
   Email: ____________________________________________________________________

3. Reference Name: ____________________________________________________________
   Title: ___________________________________________________________________
   Company Name: ____________________________________________________________
   Address: ___________________________________________________________________
   Telephone Number: __________________________________________________________
   Email: ____________________________________________________________________

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

Printed Name and Title ________________________________
Company Name _______________________________________
Signature ____________________________________________
Date _________________________________________________
**PRICE PROPOSAL FORM**

Company

Name of Authorized Representative  
Title

Address

City  
State  
Zip Code

Email Address  
Telephone Number  
Fax Number

Signature of Authorized Representative  
Date

**PRICES**

Fill out form completely and include prices for 1. PUBLIC (Voter) Survey by Year, 2. RIDER Survey by Year, and 3. COMMUTER/EMPLOYER Survey by Year, with totals if all Options were to be exercised.

If additional charges for other services were indicated in the Technical Proposal, attach a separate sheet indicating the prices/fees. All optional prices and fees shall be clearly identified and separate from required prices and fees.

AAATA is exempt from payment of Federal Excise Tax and State sales tax in connection with this contract. Taxes shall not be included in the price proposal.

1. **RIDER Surveys by Year**

   For pricing purposes, Rider survey efforts should plan on the following, although actual details may vary at the time of project execution:

   Rider surveys should be conducted on a representative sample of AAATA fixed route bus runs, consist of a sample of approximately 1,000 to 3,000 riders, and have a sample error of plus/minus 1.6%.

   - **Base Year 1**  
     $__________________ per survey
   - **Base Year 2**  
     $__________________ per survey
   - **Option Year 1**  
     $__________________ per survey
   - **Option Year 2**  
     $__________________ per survey
   - **Option Year 3**  
     $__________________ per survey
   - **Option Year 4**  
     $__________________ per survey
2. PUBLIC (Voter) Survey by Year

For pricing purposes, Public (Voter) survey efforts should plan on the following, although actual details may vary at the time of project execution:

Public surveys should include the cities of Ann Arbor, Ypsilanti, and Ypsilanti Township, consist of a sample of approximately 850 likely voters, and have a sample error of plus/minus 3.5%.

<table>
<thead>
<tr>
<th>Year</th>
<th>Cost per Survey</th>
</tr>
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<tbody>
<tr>
<td>Base Year 1</td>
<td>$_______________</td>
</tr>
<tr>
<td>Base Year 2</td>
<td>$_______________</td>
</tr>
<tr>
<td>Option Year 1</td>
<td>$_______________</td>
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<td>Option Year 2</td>
<td>$_______________</td>
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<tr>
<td>Option Year 3</td>
<td>$_______________</td>
</tr>
<tr>
<td>Option Year 4</td>
<td>$_______________</td>
</tr>
</tbody>
</table>

1. COMMUTER/EMPLOYER Surveys by Year

For pricing purposes, Commuter/Employer survey efforts should plan on the following, although actual details may vary at the time of project execution:

Public surveys should include the city of Ann Arbor and consist of a sample of approximately 400 employees and 100 employers. Given the voluntary nature of the samples, results should be monitored, and strategies employed to achieve representative attitudes across commuting behaviors and business sectors.

<table>
<thead>
<tr>
<th>Year</th>
<th>Cost per Survey</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Year 1</td>
<td>$_______________</td>
</tr>
<tr>
<td>Base Year 2</td>
<td>$_______________</td>
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<td>Option Year 1</td>
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<td>Option Year 3</td>
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<td>Option Year 4</td>
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</table>
APPENDIX A

Proposal Submission List

The following is a Proposal Submission List of minimum requirements. This list does not relieve the Offeror of the need to read and comply with all RFP requirements, instructions, and specifications. Proposer is solely responsible for providing all Proposal requirements, whether or not listed here.

Proposal Submission

1. **Within the Technical Proposal:**
   
   ___ Letter of Transmittal
   ___ Qualifications, Experience, and References
   ___ Methodology & Approach
   ___ Approved Exceptions and/or Deviations
   ___ Signed copies of any and all Addenda issued for this RFP

2. **Within the Price Proposal:**

   Section 6 - Required Forms and Certifications and Price Proposal:

   ___ Agreement of Goods and Services
   ___ Proposal 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
   ___ Living Wage Vendor Declaration of Compliance
   ___ Vendor Certification That it is Not An “Iran Linked Business”
   ___ References
   ___ Price Proposal Form