



**ANN ARBOR AREA TRANSPORTATION AUTHORITY
REQUEST FOR PROPOSAL #2014-15**

for:

**COMPUTER AIDED DISPATCH and AUTOMATED
VEHICLE LOCATION(CAD/AVL) CONSULTANT**

ISSUING OFFICE:

ANN ARBOR AREA TRANSPORTATION AUTHORITY
Michelle Whitlow, CPPO, CPPB
Manager of Purchasing
2700 South Industrial Highway
Ann Arbor, Michigan 48104
T: 734-794-1813
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SECTION 1 - INTRODUCTION

1.1 OVERVIEW

Ann Arbor Area Transportation Authority (TheRide) is seeking a firm that will provide TheRide with consultation and advice, including purchasing and implementation plans, for hardware, software, and processes needed to meet the Computer Aided Dispatch and Automated Vehicle Location (CAD/AVL) needs.

1.2 PROCURING AGENCY AND CONTRACTING OFFICER

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

Contracting Officer: Michelle Whitlow, CPPO, CPPB
Manager of Purchasing
T: 734-794-1813
F: 734-973-6338
E-mail: mwhitlow@theride.org

1.3 SOLICITATION SCHEDULE

The following is the solicitation schedule for this procurement.

Event	Date and Time
Invitation for Bid Issued	Tuesday, November 26, 2013
Questions and Requests for Clarifications Due	Friday, December 6, 2013 at 12:00 noon
AAATA responds to Questions and Requests for Clarifications	Friday, December 13, 2013
Bid Due Date	Monday, December 23, 2013 at 10:00 a.m.
Anticipated Award	No Later Than Friday, January 31, 2014

1.4 PROPOSALS

To be considered, submittals must be received by the due date and time. The receiving time in TheRide's lobby located at 2700 South Industrial Hwy, Ann Arbor, MI 48104 will be the governing time for acceptability of proposals. This solicitation does not commit TheRide to award a contract. TheRide reserves the right to accept or reject any or all proposals received as a result of this request.

1.5 COMMUNICATION

All communication, including questions, **MUST BE IN WRITING** and directed to Michelle Whitlow. Communication may be made via email or facsimile.

SECTION 2 – SCOPE OF WORK

SCOPE OF PROJECT:

Ann Arbor Area Transportation Authority (TheRide) is seeking a firm that will provide TheRide with consultation and advice; to plan for purchasing and implementation of hardware, software, and processes needed to meet the Computer Aided Dispatch and Automated Vehicle Location (CAD/AVL) needs of TheRide and its future growth in an efficient and cost effective manner; and assist TheRide in the implementation and use of the chosen technologies and processes to best position the organization to fulfill its Mission and accomplish its Vision. Technology solutions must be consistent with the Regional and National ITS Architecture and the project must be conducted using a Systems Engineering Methodology.

PROJECT DEPENDENCIES:

Two other time-bound goals are dependent on the outcome of this project

1. Operation of Demand Response
TheRide currently contracts for Demand Response service but will be bringing the reservation and scheduling in-house in 2015. In order to meet the timeline for this goal, a CAD/AVL solution must be chosen before May 2014.
2. Bus Procurement for Fixed Route service.
TheRide is in process of writing an RFP for Bus Procurement. The CAD/AVL system for the intended bus order of 20-29 vehicles must be determined by January 2015. However its implementation would not begin until June 2015 when four(4) of the new buses are planned for delivery (20-25 more new buses will be delivered in November 2015).

The following information is provided as background.

EXHIBITS:

1. Mission and Vision Statements
2. Summary of Five Year Transit Program
3. Brief description of current and required capabilities of any new system
4. Summary of existing processes

Exhibit 1- Mission and Vision

Mission:

It is the mission of the Ann Arbor Area Transportation Authority to provide useful, reliable, safe, environmentally responsible and cost-effective public transportation options for the benefit of the Greater Ann Arbor Community.

Vision:

The Ann Arbor Area Transportation Authority shall be the public transportation provider for Washtenaw County. Our customers shall see TheRide's expanded services as the preferred option for traveling to destinations within the county, as well as to and from the county. TheRide will offer appropriate modes of transportation with the most efficient use of resources. These services shall enhance the quality of life for Washtenaw County stakeholders while promoting the economy, safeguarding the environment, and strengthening communities.

Exhibit 2 - Five Year Transit Plan –Urban Core Expansion

Summary of proposed service changes year 1-5:

Fixed route Service Improvements:

- 44% increase in service-hours
- Longer hours
 - Weekdays end 1 to 1.5 hours later on most routes
- Weekends
 - Much later end times
 - Earlier start times
- Greater frequency on many routes
- New routes / more direct / re-designed routes
 - Increase in geographic coverage
 - More direct service

Dial-a-Ride (Enhanced A-Ride) Services:

- For seniors and people with disabilities
- Expansion of A-Ride service hours evenings and weekends, same as fixed-route service.
- Expansion of A-Ride to new destinations not currently served, including Ypsilanti Twp and Pittsfield Twp

Exhibit 3 – Description of current and required capabilities of any new system.

The following are capabilities TheRide currently has and wants in a new system. However, as this project progresses, additional, desired capabilities will likely be identified. The CAD/AVL system must integrate with existing Business Systems as described in this section. There are two phases to the implementation; Phase 1 – Demand-Response vehicle tracking and Phase 2 – Fixed Route, line haul bus tracking.

Phase 1 - Comprehensive Demand Response Management:

Currently TheRide's Demand Response (DR) service is outsourced to a local provider specializing in taxi service. TheRide's strategic direction for this service is to transition the scheduling and booking of rides and the tracking of vehicles back under management of TheRide (in-house). TheRide holds a license for a scheduling and booking software, Trapeze PASS (hosted currently at the DR provider's premises. It is used for Rider Eligibility only. The scheduling and booking are done within another software system owned by the DR provider. TheRide is in process of moving the hosting of PASS to TheRide's data center and the DR provider will be accessing PASS remotely via TheRide's virtual private network. The new AVL system chosen must be integrated with PASS. TheRide owns 6 DR vehicles that are operated by the DR provider. TheRide will be expanding the number of DR vehicles. All vehicles will be tracked by TheRide. At a minimum the solution shall consist of the following features:

- ADA Adherence
- Trip Demand Capacity of 500+ per day
- Client Certification
- Network Solutions
- **Brokerage Solutions (Single provider)**
- Customizable Reports/Billing
- CAD/AVL
- MDT Integration
- Mapping
- Automated Trip Batching
- Taxi Trips – Dispatching/Shared Rides
- Real Time Scheduling
- Standing/Subscription Order Solutions
- Automated (PC) Dispatch Solutions
- Medicaid Scheduling & Billing
- Automated call back/notification to riders

Phase 2 - Fixed Route:

TheRide currently owns 80 fixed route, line haul buses and 8 emergency contingency buses. The number of peak service vehicles is 67. Currently TheRide tracks fixed route buses using Trapeze's Transitmaster v27.1, an integrated Advanced Operating System (AOS) Computer-aided Dispatch and Automated Vehicle Locator services for fixed route buses and supervisor vehicles. Transitmaster communication system uses 800 mHz radio frequency technology with one voice and one data channel. Buses include a variety of Motorola, Johnson, Harris and Tait radios and a Transitmaster proprietary on-board computer. The Fare Collection System was updated in 2009 and it is the GFI Genfare Odyssey system connected to Transitmaster system to record latitude and longitude in farebox data. On-board surveillance technology is GE Kalatel on older buses and Safety Vision on newer buses (approx. 75% of the fleet).

TheRide prefers to use and maintain only one CAD/AVL system and intends to replace Transitmaster with the CAD/AVL system chosen for Demand Response. Currently TheRide

uses Trapeze FX and Blockbuster for creating the electronic route schedule. Any CAD/AVL system must be able to import the Blockbuster schedule data.

- **Communication System;** An improved radio communication system that supports computer aided dispatch (CAD) is required. Allows vehicles to call by route number, driver number, or run number. Provides backup of recorded data such as call time, and recording of the conversation. An emergency button is located near the driver of the vehicle that transmits data in the event of an emergency. A panic button immediately transmits bus number, route info, location, and immediately provides a priority display in the dispatch and security offices that includes a video and audio display. Transfer bus to bus without driver intervention Canned and free form text messaging – dispatch to vehicle and vehicle to dispatch.
- **Schedule Adherence;** Support for signal preemption. The main benefit of such a system beyond aiding on-time performance is the ability to log vehicle information at signals, enabling development of more accurate passenger schedules based on better data.
- **Drive train Systems Monitoring;** On board vehicle systems monitoring to provide real time data to the Maintenance Department. The system provides continuous updates as to all engine functions, such as engine and transmission temperatures, and other engine diagnostic information. (Does not work on vehicles 430-486)
- **Automatic Vehicle Location (GPS);** The system provides real-time vehicle location information, including the location and speed of the vehicle.
- **Automatic Passenger Counters;** automatically counts passenger boarding's and de-boarding's. (not installed on buses 461-486)
- **Automatic Enunciators;** Buses are equipped to automatically announce major stops, intersections, and transfer points, as required by the Americans with Disabilities Act. These systems are audible both inside and outside of the vehicles.
- **Transfer notification** bus to bus without dispatch intervention.
- **Destination Signage Updates;** Destination signs automatically update at predetermined route locations and integrated into the farebox system as well as the GPS system.

Functionality that uses the AOS system:

- **Real Time Bus Arrival Departure Information;** A system that provides real-time arrival and departure information for the fixed route system via a standard API (SiRi standard) and GTFS for schedule referencing. The system is linked to the TheRide web page so that customers can log in and see what time a bus is due to arrive, and its current

location. The information is available via cell phone, and is electronically posted and updated at the Blake Transit Center. We would like to implement a system where passengers can also travel to bus shelter and find out selected data without being required to talk to a customer service employee (by scanning a QR code on the bus stop sign).

Integrations of a new system that TheRide currently does not have but would like:

- **Bus Stop Audible Locators;** A system that will improve the availability of service for persons with visual impairments. The system should be designed so that persons can be issued remote transmitters that will activate sensors at bus stops with a preset range. The signals shall provide location date, as well as tell the customer what time a bus is due, and what direction the stop is.
- **On Board Security;** TheRide already has this but it is not integrated with AOS. An improved onboard safety system to include cameras with audio and video recording, capable of sending real time playback or live viewing in selected areas. Systems having the ability to monitor both biological and chemical substances may be considered, as such technologies are made available.
- **Automated Driver Log In;** Drivers should be able to log into the on-board AOS system using employee I.D. cards or employee Michigan Driver license. This should be integrated with the farebox so that only one login is required.
- **Vehicle Safety Sensors;** A system of detectors should be included to prevent the bus from moving in the event that a person or object is detected under or immediately adjacent to the vehicle.
- **Back Up Camera and Sensors;** A camera as well as detection system is desired to improve safety and allow for vehicle reversing.
- **Vehicle Warning Technology;** A system that will provide warning when a vehicle is being followed too closely, or there is a danger of a rear end type accident. (Speed too high for vehicle spacing)
- **On Board Terminals;** On board terminals for supervisors and paratransit drivers. The monitors and keyboards would allow for instantaneous schedule changes and updates as well as pick up and drop off time updates.
- **Internet Connections;** Persons utilizing the bus should be provided with connections to connect with the Internet, as well as cell phones on board.
- **On Board Video Displays;** Equip buses with on board video displays to display current news and public information announcements.

- **Operator Payroll integrated with bus schedule**
- **Turn-by-turn GPS information**, displayed on the Mobile Data Terminal (MDT), which leads the driver on the correct route. This can be adjusted in real-time in the event of detours.
- **Integrated Fixed Route and Demand Response scheduling and tracking**; Technology providing real-time information for backend system in coordination of transfers as well as for real-time customer information (especially T-Disp). Reference **Integrated Dynamic Transit Operations (IDTO)** from the DOT website:

http://www.its.dot.gov/factsheets/transit_connectedvehicle.htm

Exhibit 4 – Existing Processes

Fixed Route:

PROCESS FOR DISPATCHING OPERATIONS CONTROL CENTER

1. Boot computers (5:00am)
 - Midas BD (Payroll)
 - Manage absences (Vacation, Sick, Physicals, etc)
 - Manage Extra Board
 - Manage overtime
 - TM Bus Operations (Tabs: Roster, Pull In/Out, Transfer)
 - AVL Map
 - Transfer Locator
2. Assign buses (67 buses for AM pullout; 20 buses for PM pullout Mon-Fri, 14 buses for AM pullout; 5 for PM pullout SAT, 10 buses for Sun pullout)
 - Buses hand entered on vehicle line-up map for easy location and driver's use
 - Bus numbers hand entered on vehicle flowchart for dispatcher's quick reference to driver run and block information
3. Monitor
 - Driver attendance and appearance (sign in sheet at window)
 - Pull out (via radio checks, visual observance and log in)
 - Adherence (via TM Operations and AVL map)
4. Manage
 - Transfers without driver intervention (via driver call-in, Transfer locator, confirmed by TM Operations transfer tab)
 - Accidents/Incidents
 - Breakdowns
 - Detours

5. Assign shuttle vehicles (17 vans are assigned throughout the day Mon-Fri, 7 vans on Sat)
 - Hand entered on vehicle shuttle log for easy tracking and driver's use
6. Tactics used when many buses are late due to conditions beyond TheRide's control
 - Backup trunk routes (routes that ply between towns); 4 Washtenaw, 5 Packard, 6 Ellsworth
 - Backup Ann Arbor locals (9, 12A & B, 13, 15, 17) when possible to maintain schedule
 - Curtail buses on same route to bring them back on time when possible.
7. Daily Reports
 - Sign In Roster Sheet
 - Absence/Miss-out List
 - Accident/Incident Reports
 - Vehicle Line up Sheet
 - Vehicle Block Sheet
 - Time Off/Cash-out Requests
 - Payroll

Demand Response process:

Advanced reserved trip requests are initially scheduled on an existing vehicle with Trapeze Pass. These trips must meet current ADA and TheRide trip standards. Qualifying trips are then exported from PASS the night before and imported into Cantech/XDS. On the day of service, from within the Cantech dispatch screen, a dispatcher assigns the trip (or trips) to a dedicated accessible vehicle (i.e. lift equipped vehicle required) via MDT manifest or dispatches the trip to an available independent taxi operator (i.e. non-accessible vehicles).

Same day trip requests (trips requested on the same day of travel) are entirely reserved and dispatched within the DR vendor Cantech/XDS software.

Technical Proposal Package

The following should be included in the submission of the proposal. Please provide three (3) copies.

1. Work completed in other similar projects. Include three former projects, and supply contact persons for each project, including reference name, title, address and contact number.
2. Provide an example of a recently completed Quality Assurance Plan for a relevant project.
3. List of persons that will be involved in the project, including individual resumes outlining the qualifications of the individual(s) to perform the project. Special emphasis should be placed on the experience of the Program Manager with regard to QA/QC responsibilities.

4. A statement of work and report on project approach. An outline of how the consultant will approach the project.

Cost Proposal Package

Please cost out each separately and provide three (3) copies.

1. Paratransit: Proposal of work effort and cost for Planning Only (Drafting Scope of Services for RFP, Evaluation and selection of technology). This part of the project has a firm completion date of April 30, 2014.
2. Paratransit: Proposal of work effort and cost for Planning (Drafting Scope of Services for RFP, Evaluation and selection of technology) and Implementation (hourly cost estimate) completion by January 2015.
3. Paratransit and Fixed Route: Proposal of work effort and cost for Planning Only (Drafting Scope of Services for RFP, Evaluation and selection of technology)
4. Paratransit and Fixed Route: Proposal of work effort and cost for Planning (Drafting Scope of Services for RFP, Evaluation and selection of technology) and Implementation (hourly cost estimate). Implementation could be in 2015 or 2017 depending on available funding.
5. The cost per hour of each discipline required for the project. Costs will be adjusted annually based on the CPI index for services based on a potential contract of up to ten years. A chart reviewing the hours required and the individuals required for the development of the initial study must be provided. Individual costs for implementation of the various phases of the project will be negotiated based upon the hourly rates listed in the proposal.

The top candidates will provide an oral presentation to the selection team.

Project Term

This project will be implemented, as the funding is available to study and implement each technology. This Project is for a period not to exceed five years.

SECTION 3 – TERMS AND CONDITIONS

3.1 PAYMENT TERMS

The Contractor will only be compensated for product delivered and accepted by TheRide. One hundred percent (100%) of each invoice will be paid to the Contractor within thirty (30) days of acceptance, after appropriate invoices have been submitted and approved.

TheRide will strive to meet the payment deadlines of a prompt payment discount whenever such a discount is offered.

3.2 INSURANCE REQUIREMENTS

The successful bidder will have ten (10) calendar days from the date of the Notice to Proceed to submit proof of insurance.

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 state Ann Arbor Area Transportation Authority as additionally covered. 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: \$1,000,000

Bodily injury and property damage combined single limit including personal injury and completed operations.

3. Automobile Insurance for Vehicles: \$1,000,000

Liability, including standard no-fault

B. The Contractor may not start work until evidence of all required insurance has been submitted and approved by TheRide. 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 TheRide 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 TheRide.

- D. 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.
- E. All policies of insurance presented, as proof of compliance shall be on forms and with insurance companies approved by TheRide. 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.
- F. In lieu of insurance, Vendors may also sign a Hold Harmless Agreement (see Appendix).

3.3 NO OBLIGATION BY THE FEDERAL GOVERNMENT

TheRide and the 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 TheRide, Contractor, or any other party (whether or not a part to that Contract) pertaining to any matter resulting from the underlying Contract.

3.4 FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Contractor acknowledges that the provision 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. Accordingly, 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 also 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.

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 awarded by FTA under the authority of 49 U.S.C. § 5301 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §5301 et seq. on the Contractor, to the extent of the Federal Government deems appropriate.

3.5 PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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.

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

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.

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.

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

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.

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.

3.6 ACCESS TO RECORDS

The Contractor agrees to provide the Comptroller General of the United States, the U.S. Secretary of Transportation, or their duly authorized representatives' access to all records pertaining to this contract as requested to conduct audits and inspections. This requirement is applicable to all subcontractors at any tier as needed for compliance with Federal regulations.

3.7 INCORPORATION OF FTA TERMS

These terms and conditions include in part certain contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, 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 TheRide requests that would cause TheRide to be in violation of the FTA terms and conditions.

3.8 CHANGES IN FEDERAL LAWS AND REGULATIONS

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 TheRide 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.

3.9 CIVIL RIGHTS

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.

The following equal opportunity requirements apply to the underlying Contract:

- A. **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order no. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- B. **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.
- C. **Disabilities.** In accordance with Section 102 of the American with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R., Part 1630, pertaining to employment of persons

with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SECTION 4 – PROPOSAL REQUIREMENTS

4.1 PROPOSER COMMUNICATIONS AND REQUEST

- A. All correspondence and/or contact concerning any aspect of this solicitation or offers shall be with the Contracting Officer. Proposers and their representatives shall not make any contact with or communicate with any members of TheRide, 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 TheRide other than the Contracting Officer.
- B. At any time during this procurement up to the time specified, Proposer's may request in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified items and for any brand names. Such written requests shall be made to the Contracting Officer. The Proposer making the request shall be responsible for its proper delivery to TheRide. TheRide will not respond to oral. 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 TheRide in the form of addenda only. Only written responses provided as addenda shall be official and no other forms of communication with any officer, employee or agent of TheRide shall be binding on TheRide.
- C. The Proposer's Request for Clarifications must be received by date indicated in the Solicitation Schedule found in Section 1.3 of this RFP.
- D. If it should appear to a prospective Proposer that the Scope of Services, 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 TheRide within the time period specified.

4.2 ADDENDA TO THE RFP

- A. TheRide reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. TheRide shall provide copies of addenda to all prospective Proposer's officially known to have received the RFP. Prospective Proposer's, or their agents, shall be responsible to collect the addendum at the address provided or receive the same otherwise. Failure of any prospective Proposer to receive the notification or addendum shall

not relieve the Proposer from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. 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 TheRide's sole option disqualify the proposal. Proposers must notify TheRide promptly in writing of any address changes.

- B. If TheRide determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that TheRide determines will allow Proposer's sufficient time to revise their proposals. Any new due date shall be included in the addenda.

4.3 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING

- A. Proposals stating conditions, exceptions, reservations or understandings (hereinafter deviations) relating to the RFP may be rejected.
- B. Any and all deviations must be explicitly, fully and separately stated in the proposal by setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and evaluated by TheRide. 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.

4.4 AUTHORIZED SIGNATURES

Every proposal 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 TheRide, 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 TheRide, 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.

4.5 MODIFICATION OR WITHDRAWAL OF PROPOSALS

- A. A modification of any part of a proposal already received will be accepted by TheRide only if the modification is received prior to the Proposal Due Date.

- B. An 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 proposed Due Date, a proposal may be withdrawn only if TheRide fails to award the Contract within the proposal validity period or any agreed upon extension 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 TheRide's right to reject a late proposal.

4.6 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

A. 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 TheRide's right to reject any or all proposals, the Proposer will be selected whose proposal is found to be most advantageous to TheRide, based upon consideration of the criteria. During the initial review of proposals, TheRide reserves the right to request clarification of minor issues from any Proposer to assure a complete understanding of their offer and to adjust any evaluations made with incorrect or unclear information.
2. TheRide will consider all the material submitted by the Proposer and related evidence TheRide 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 evaluation team may adequately understand all aspects of the proposal.
3. Proposer's shall furnish acceptable evidence of their ability to perform, such as financial stability and the ability to obtain the necessary personnel when requested by TheRide. Refusal to provide requested information may cause the proposal to be rejected.
4. The evaluation team will make such investigations as are considered necessary for complete evaluation. The evaluation panel 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.
5. TheRide reserves the right to select proposals that are in a competitive range, conduct discussions, and request Best and Final Offers. TheRide

also reserves the right to make an award without discussions or requesting Best and Final Offers.

B. Opening of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential, as allowed by law, throughout the evaluation, negotiation and selection process. Only the members of the evaluation team and other TheRide officials, employees and agents that have a legitimate interest will be provided access to the proposals and evaluation results during this period.

C. Evaluation Criteria

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

1. Technical experience
2. Credentials of Proposed Consultant or Team
3. Project Approach
4. Overall quality and completeness of Proposal
6. Price

D. Evaluation Procedures

1. Proposers may be invited to interview with 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).
2. Evaluations will be made in strict accordance with all of the evaluation criteria and procedures. TheRide will select for any award the highest ranked proposal from a responsible, qualified Proposer, which does not render this procurement financially infeasible, and is judged to be most advantageous to TheRide based on consideration of the Evaluation Criteria.

E. Confidentiality of Proposals

1. Access to government records is governed by the State of Michigan. Except as otherwise required by the State of Michigan, TheRide will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial information, which a Proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

2. The Proposer shall submit proprietary information, trade secrets or confidential commercial and financial information, which a Proposer believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal.
3. Upon a request for records from a third party regarding this proposal TheRide, will notify in writing the party involved. The party involved shall indemnify TheRide's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.
4. TheRide shall employ sound business practices no less diligent than those used for TheRide's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposer's and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the State of Michigan against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by TheRide in its sole discretion, bears appropriate notice relating to its confidential character.

4.7 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.

B. Notice to Unsuccessful Proposers

1. TheRide will inform unsuccessful Proposers who were within the competitive range at the time negotiations closed of the following information:
 - a. The number of proposals TheRide received.
 - b. The name of the successful Proposer.
2. TheRide will try to give the notice under this paragraph promptly after contract award. TheRide's failure to give that notice shall not be deemed to affect the validity of the contract.

C. Acceptance/Rejection of Proposals

1. TheRide reserves the right to reject any or all proposals for sound business reasons, to undertake discussions with one or more Proposer's, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to TheRide, price and other evaluation criteria considered. TheRide reserves the right to consider any specific proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. TheRide reserves the right to waive any defects, or minor informalities or irregularities in any proposal that do not materially affect the proposal or prejudice other Proposer's.
2. If there is any evidence indicating that two or more Proposer's are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposer's shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by TheRide.
3. TheRide may reject a proposal that includes unacceptable deviations.

D. Single Proposal Response

If only one proposal is received and it is found by TheRide 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 TheRide 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 TheRide to accept such a single proposal; and TheRide may reject such proposal at its sole discretion.

E. Cancellation of Procurement

TheRide reserves the right to cancel the procurement, for sound business reasons, at any time before the Contract is fully approved and executed on behalf of

TheRide. TheRide will not pay Proposers any costs incurred in the preparation of a proposal responding to this RFP.

4.8 PROTEST PROCEDURES

a. General Procedures

- A. 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.
- B. Protests, claims or disputes, where applicable, shall be in writing and filed with AAATA directed to the Chief Executive Officer, 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

- A. 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

- A. 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.
- B. 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 the Chief Executive Officer for a decision. All claims 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.

A written decision by the AAATA Chief Executive Officer 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 the Board of Directors accepts an appeal of the Chief Executive Officer's decision.

C. FTA Protest Procedures

FTA will only review protests regarding the alleged failure of AAATA to have written protest procedures, or the alleged failure to follow such procedures. An alleged violation on other grounds falls under the jurisdiction of the appropriate State or local administrative or judicial authorities. 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 protest submitted by an intercede party as defined in FTA 4220.1F. FTA's decision on any appeal will be final.

4.9 PROPOSAL AS A CONTRACT

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

4.10 WAIVER

The Proposer shall represent and warrant that they have sufficiently informed themselves in all matters affecting the performance of the work called for in the scope of this project; that they have checked the proposal for errors and omissions; that the 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.

4.11 CONTRACT AWARD AND EXECUTION

The acceptance of an Offer for award, if made, shall be evidenced by a notice of award of Contract in writing delivered in person or by registered mail to the Offeror whose Offer is accepted. No other act by AAATA shall evidence acceptance of an Offer. Such notice shall obligate said Offeror to commence performance under the Contract as specified in Production of Documents.

4.12 CONTRACT DOCUMENTS AND PRECEDENCE

The documents embodying the legally binding obligations between AAATA and the Contractor for the work to be performed under the Contract consist of the documents listed below. The Contract documents constituting the Contract between AAATA and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order:

- A. The Contract, together with any written change orders or amendments executed subsequent to the Contract, attached exhibits which are part of the Contract as well as documents incorporated in the Contract by reference.
- B. AAATA's Specifications and all Terms and Conditions incorporated in the Contract by reference.
- C. The Contractor's Proposal, as accepted by AAATA.
- D. AAATA's Solicitation Package

4.13 CONTRACTOR CHANGES

Any proposed change in this Contract shall be submitted to AAATA for its prior approval.

4.14 WRITTEN CHANGE ORDERS

Oral change orders are not permitted. No change in this Contract shall be made unless the Contracting Officer gives prior written approval therefore. 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 and signed by the Contracting Officer.

4.15 CHANGE ORDER PROCEDURE

As soon as reasonably possible but no later than thirty (30) calendar days after receipt of

the written change order to modify the contract, the Contractor shall submit to the contracting Officer 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 the Contracting Officer. At the time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause.

4.16 PRICE ADJUSTMENT FOR REGULATORY CHANGES

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

4.17 PARTIES

The parties to the contract are the Procuring Agency and the Offeror as set out in the accepted Offer.

4.18 SUCCESSION

The Contract will be binding on the parties, their successors, and assigns.

4.19 SPECIFICATIONS AND OFFER OMISSIONS

- 1 The Contractor shall have the responsibility of providing all services required to meet the requirements of the Scope of Services.
- 2 Any request, condition, exception, reservation, understanding or other deviation by Contractor not separately stated as required by Instructions to Offerors by completing the specified form(s) shall be invalid and shall not be binding on AAATA.

4.20 TERMINATION FOR CONVENIENCE

AAATA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, AAATA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

4.21 TERMINATION FOR DEFAULT

- 1 If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension 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 nature of 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 set forth in this contract.

- 2 If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of AAATA.

4.22 DISPUTES

- 1 Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of AAATA's Chief Executive Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer. 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 Chief Executive Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 2 Unless otherwise directed by AAATA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 3 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4 Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AAATA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Michigan.
- 5 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AAATA, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or consent in any breach hereunder, except as may be specifically agreed in writing.

4.23 COMMUNICATIONS

Communications in connection with this Contract shall be in writing and shall be delivered personally; electronic mail, or by facsimile; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of AAATA and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. Communications shall be considered received at the time actually received by the addressee or designated agent.

4.24 INDEMNIFICATION

- 1 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.
- 2 The obligations of the Contractor shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of AAATA, its officers, employees, agents or consultants, including negligence in (1) the preparation of the Contract documents, or (2) the giving of directions with respect to the requirements of the Contract by written order. The obligations of the Contractor shall not extend to circumstances where the injury, or death, or damages is caused, in whole or in part, by the negligence of any third party operator, not including an assignee or subcontractor of the Contractor, subject to the right of contribution as provided in the next sentence below In case of joint

or concurrent negligence of the parties hereto giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

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

4.25 NO OBLIGATION BY THE FEDERAL GOVERNMENT

AAATA and the 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.

4.26 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTIONS

- 1 The Contractor acknowledges that the provision 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. Accordingly, by signing 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 also 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.
- 2 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 awarded by FTA under the authority of 49 U.S.C. § 5301 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §5301 et seq. on the Contractor, to the extent of the Federal Government deems appropriate.

4.27 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS

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

- 2 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.
- 3 The prospective lower tier participant shall provide immediate written notice to AAATA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4 The terms “covered transaction,” “debarred”, “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “primary covered transaction,” “principal,” “proposal,” 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.
- 5 The prospective lower tier 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.
- 6 The prospective lower tier 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 lower tier covered transactions and in all solicitations for lower tiered covered transactions.
- 7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier 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.
- 8 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.

- 9 Except for transactions authorized under paragraph 62.5, if a participant in a covered transaction knowingly enters into a lower tier 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.

4.28 LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS

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.

4.29 PUBLICITY

All publicity releases or releases of reports, papers, articles, maps or other documents in any way concerning this Contract, which the Contractor or any of its subcontractors desire to make for purposes of public announcement, in whole or in part, shall be subject to approval by the Authority’s Manager of Community Relations, prior to release.

4.30 PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

- 1 In accordance with Act No. 453, Public Acts of 1976, The contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
- 2 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.

- 3 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.
- 4 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 5 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.
- 6 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.
- 7 The contractor will furnish and file compliance reports within such time as upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as the practices, program, and employment statistics of each subcontractor as well as the contractor themselves, and said contractor will permit access to their books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
- 8 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 educations, 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.

- 9 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.

4.31 CONFLICT OF INTEREST

- 1 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.
- 2 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.
- 3 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.

4.32 COMPLETE AGREEMENT

The Contract resulting from this Solicitation, including exhibits and other documents incorporated in the Contract 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.

APPENDIX A

REQUIRED FORMS and
CERTIFICATIONS

PROPOSAL FORM

Proposer:

Name

Name of Authorized Representative

Signature of Authorized Representative

Title

Address, including Zip Code

Telephone Number

Fax Number

Please note if a prompt payment discount is offered.

_____ % @ _____ days

REPRESENTATIONS AND CERTIFICATIONS

REPRESENTATIONS

Proposer's firm is as: (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, _____

CERTIFICATIONS

(check applicable box)

1. 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

Authorized Representative

PROPOSAL ADDENDA

Addenda:

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

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

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

(Name of Individual, Partnership or Corporation)

(Address)

(Authorized Signature) (Title)

(Date) (Telephone)

AGREEMENT OF SERVICES

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

The undersigned hereby agrees to furnish the services as listed below in accordance with the specifications on file with the Ann Arbor Transportation Authority, which have been carefully examined and attached hereto.

Signed: _____

Printed Name: _____ Title: _____

Date: _____ Telephone: _____

For (Company): _____

Address: _____

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this 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 chief legal counsel for the _____ hereby certifies that
(entity)
the _____ has authority under State and local law to comply with the subject
(entity)
assurances and that the certification above has been legally made.

_____ -

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.]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

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.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or proposal for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above 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 or State legislature, 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. 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.

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 of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

DISCLOSURE OF LOBBING ACTIVITIES

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

<p>1. Type of Federal Action: (circle one)</p> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Action: (circle one)</p> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award
<p>3. Report Type: (circle one)</p> <ul style="list-style-type: none"> a. initial filing b. material change <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>	<p>4. Name and Address of Reporting Entity:</p> <p>Prime</p> <p>Sub-awardee</p> <p>Tier _____, <i>if known:</i></p> <p>Congressional District, <i>if known:</i></p>
<p>5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, <i>if known:</i></p>	<p>6. Federal Department/Agency:</p>
<p>A. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____</p>	<p>8. Federal Action Number, <i>if known:</i></p>
<p>9. Award Amount, <i>if known:</i></p> <p>\$ _____</p>	<p>10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):</p> <p>b. Individual Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):</p>
<p>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</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: _____</p>

more than \$100,000 for each such failure.	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

CERTIFICATE OF NON COLLUSION

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

1. That I am the Proposer or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal has been arrived at by the Proposer independently and have 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 proposals or competition;
3. That the contents of the proposal has not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposer, and will not be communicated to any such person prior to the official opening of the proposals; and,
4. That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

SIGNED _____

FIRM NAME _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

My commission expires _____,

Proposers 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: _____

AAATA LIVING WAGE POLICY

1.00 PURPOSE

1.01 *It is the purpose of this Living Wage Policy*

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

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

2.00 DEFINITIONS

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

2.01 *Contractor/Proposer 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/Proposer" does not include a person or entity that has a contract with AAATA primarily for the purchase of goods or property or for the lease of goods or property to or from AAATA.*

2.02 *Covered employee means a person employed by a covered employer to perform*

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

- 2.03 *Covered employer means a contractor/Proposer or grantee that has not been granted an exemption from this Policy.*
- 2.04 *Employee means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if:*
- a. *The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and*
 - b. *Such services are not the same type of services which the individual is employed to perform for such employer.*
- 2.05 **Employee health benefits** or **health benefits** means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents) of at least 50% of the cost for such benefits, provided that matching contributions from the employee shall not exceed 20% of the employee's average weekly wages.
- 2.06 **Grant** means any form of financial assistance to a "**Grantee**" (as set forth in item #7 below). "**Grant**" does not include financial assistance used for the purchase or lease of property or other non-personnel costs.
- 2.07 **Grantee** is a person or entity that is a recipient of any financial assistance from AAATA in the form of any federal, state or local grant program administered AAATA, bond financing, direct grant, or any other form of financial assistance that exceeds \$10,000.00 for any 12-month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000.00 for any 12-month period.
- 2.08 **Living wage** means a wage equal to the levels established in this Policy.
- 2.09 **Person** means any individual, co-partnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- 2.10 **\$10,000.00 for any 12-month period** is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

3.00 APPLICABILITY

3.01 *This Policy shall apply to any person that is a contractor/Proposer 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/Proposer or non-profit grantee unless it employs or contracts with twenty (20) or more individuals.*

3.02 *This Policy shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/Proposer 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/Proposer or grantee.*

4.00 LIVING WAGES REQUIRED

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

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

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

5.00 EMPLOYEES COVERED

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

6.00 EXEMPTIONS

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

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

- a. To avoid any application of this Policy that would violate federal, state or local law(s); or
 - b. *The application of this Policy would cause demonstrated economic harm to an otherwise covered employer or grantee that is a non-profit organization, and the AAATA Board of Directors finds that said harm outweighs the benefits of this Policy.*
- 6.02 *A loan shall be considered a grant under this ordinance only to the extent that a loan is provided at below market interest rates and then only the difference between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan, shall be treated as financial assistance under this Policy.*
- 6.03 *A payment of funds for the purpose of purchasing services, property, or goods on behalf of individuals being assisted by a covered employer or potentially covered employer (known as a "pass through" grant) that is used for said purchases shall not be considered a grant; such funds shall be considered a grant only to the extent that any such funds are retained by the covered employer or potentially covered employer to provide financial assistance and support to its own operations.*

7.00 MONITORING AND ENFORCEMENT

- 7.01 Every covered employer shall agree to the payment of a living wage as a condition of entering into or renewing a covered contract or grant with AAATA, shall agree to post a notice regarding the applicability of this Policy in every 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.
- 7.02 *Each covered employer shall submit to AAATA's Manager of Purchasing 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 AAATA's Manager of Purchasing, any contractor/Proposer or grantee shall provide satisfactory proof of compliance with the living wage provisions of this Policy*
- 7.03 *Any person may submit a complaint or report of a violation of this Policy to the AAATA Chief Executive Officer's Office. Upon receipt of such a complaint or report, AAATA's Manager of Purchasing shall investigate to determine if there has been a violation of this Policy.*

8.00 PENALTIES AND ENFORCEMENT

- 8.01 A violation of any provision of this Policy will be considered a material breach of the contract between AAATA and the employer. As satisfaction of this breach, AAATA may require the employer to pay all affected employees the difference between wages actually paid and the living wage that should have been paid, together with interest, and other relief deemed appropriate. The employer shall have a period of time not to exceed sixty days from the issuance by AAATA of a notice of breach due to a violation of this Policy to make any and all corrections.
- 8.02 In addition to enforcement under 8.01 above, AAATA shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected covered employer or to cancel, terminate or suspend the contract in whole or in part and/or to refuse any further payments under the contract or grant.
- 8.03 Nothing contained in this Policy shall be construed to limit in any way the remedies, legal or equitable, which are available to AAATA or any other person for the correction of violations of this Policy.

9.00 OTHER POLICY PROVISIONS

- 9.01 *No affected covered employer shall reduce the compensation, wages, fringe benefits, or leave available to any covered employee or person contracted for employment in order to pay the living wage required by this Policy.*
- 9.02 *Nothing in this Policy shall be construed to require AAATA to take action which would conflict with, interfere with, and/or supersede any provision of a collective bargaining agreement with any union representing AAATA employees, which deals with the provision of health care to AAATA employees.*
- 9.03 No employee covered by a federal, state or local law requiring the payment of prevailing wages shall be covered by this Policy.
- 9.04 This Policy shall not be construed to apply to any person or entity that is a tax exempt religious, educational or charitable organization under state or federal law, but is not a contractor/Proposer or grantee as defined in this Policy.
- 9.05 This Policy shall not be applicable to the establishment and/or continuation of the following if developed specifically for youth, high school and/or college students:
- a. A bona fide training program.
 - b. A non-profit summer program.
 - c. A non-profit youth employment program.
 - d. A work-study, volunteer/public service, or internship program.

AAATA LIVING WAGE POLICY PROPOSER DECLARATION OF COMPLIANCE

The Ann Arbor 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/Proposers 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, 2013 – ending April 29, 2014 is \$13.96 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, 2013 – ending April 29, 2014 is \$12.52 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,
- 3) 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/Proposer or grantee to the above stated conditions and agrees to abide by the penalties as provided in the Policy for non-compliance.

Company Name	Address: City, State, Zip
Signature of Authorized Representative	Phone (area code)
Type or Print Name and Title	Email address
<hr/>	
Date signed	

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

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012**

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

ENROLLED SENATE BILL No. 1024

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

The People of the State of Michigan enact:

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

Sec. 2. As used in this act:

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

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

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

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

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

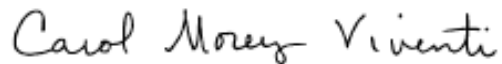
Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract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

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

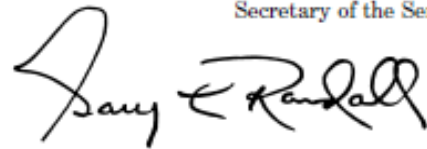
Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

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

This act is ordered to take immediate effect.



Secretary of the Senate



Clerk of the House of Representatives

Approved _____

Governor

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

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

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

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

Signature of Vendor's Authorized Agent:

Printed Name of Vendor's Authorized Agent:

Witness Signature:

Printed Name of Witness:

Ann Arbor Area Transportation Authority

Hold Harmless Agreement

The Vendor shall indemnify, defend and hold harmless Ann Arbor Area Transportation Authority (aka TheRide), TheRide's representatives, officers, directors, shareholders, partners, employees, and agents, (collectively, 'TheRide's Indemnified Parties') from and against any and all claims, actions, losses, damages, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and disbursements) resulting from damage to property (other than to the Work) or injury to, or death of, persons in or about the Project caused by, arising out of or in connection with the construction, services, labor, materials and equipment which, on or after the date hereof, have been performed, provided or supplied to the Project, by the Vendor, its consultants, subcontractors, laborers, suppliers or materialmen, at any tier, and their respective agents and employees, whether incorporated or not incorporated in the Project and whether or not completed or partially completed (collectively, the 'Vendor's Work'), except to the extent wholly or partially caused by the negligence or wrongful acts of any of TheRide's Indemnified Parties. The Vendor shall defend or cause to be defended, at no expense to any of TheRide's Indemnified Parties, any claim, action or proceeding brought against any of TheRide's Indemnified Parties or any of TheRide's Indemnified Parties and the Vendor, jointly and severally, arising out of the foregoing; and the Vendor shall hold TheRide's Indemnified Parties harmless from any judgment, loss, damage or settlement on account thereof. TheRide's Indemnified Parties shall promptly notify the Vendor of any claim which may be asserted for which indemnity might be sought. The Vendor shall have the right to defend any such claim at its sole cost and expense. The indemnity contained in this paragraph shall survive the expiration or sooner termination of this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

In claims against any person or entity indemnified by an employee of the Vendor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Signature

Date

Name Printed

Title

Company

Phone Number

Address

City, State, Zip