



**ANN ARBOR AREA TRANSPORTATION AUTHORITY
REQUEST FOR PROPOSAL #2017-21**

**FOR:
getDowntown Website**

ISSUING OFFICE:
ANN ARBOR AREA TRANSPORTATION AUTHORITY
Chloe Foreman, Buyer
2700 South Industrial Highway
Ann Arbor, Michigan 48104
Fax: 734-973-6338
Email: cforeman@theride.org

SECTION 1 INTRODUCTION

1.1 OVERVIEW OF SCOPE OF SERVICES

AAATA seeks a qualified vendor to provide an online program to help increase use of alternative transportation (walking, bicycling, riding the bus, ride-sharing, vanpooling, etc.) by incentivizing commuting behavior through gamification techniques.

1.2 PROCURING AGENCY AND CONTRACTING OFFICER

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

Contracting Officer: Chloe Foreman
Buyer
Fax: 734-973-6338
E-mail: cforeman@theride.org

1.3 SOLICITATION SCHEDULE

The following is the solicitation schedule for this procurement.

| Event | Date and Time |
|--|---|
| Request for Proposal Issued | Thursday, June 22, 2017 |
| Pre-Proposal Conference Call | Thursday, June 29, 2017 2 p.m. |
| Requests for Clarifications/Questions due | Tuesday, July 11, 2017 at 10 a.m. |
| AAATA Responds to Questions and Clarifications | Tuesday, July 18, 2017 |
| Proposal Due Date | Thursday, July 27, 2017 at 2:00 p.m. |
| Proposal Evaluation/Vendor Interview/Contract Negotiation Period | Friday, July 28, 2017 – Friday, August 11, 2017 |
| Anticipated Award | August 2017 |

1.4 PROPOSALS

- A. Proposals are to be addressed and delivered as follows:
Chloe Foreman, Buyer
RFP 2017-21 getDowntown Website
Ann Arbor Area Transportation Authority
2700 S. Industrial Highway
Ann Arbor, MI 48104

- B. Proposals must be received by the due date and time. Late proposals may be returned to the Proposer unopened. The receiving time in the AAATA lobby located at 2700 S. Industrial Hwy, Ann Arbor, MI 48104 will be the governing time for acceptability of Proposals.
- C. This RFP does not commit AAATA to award a contract.
- D. AAATA will not pay Proposers for any costs associated with preparing responses to this RFP.
- E. No telegraphic, email (electronic) or facsimile bids will be considered.
- F. Proposer agrees to and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of its Proposal.

1.5 COMMUNICATION

All communication, including questions, MUST BE IN WRITING and directed to the Contracting Officer (or their colleague in the Purchasing Department) identified in Section 1.2 of this RFP. Communication may be made via email or facsimile.

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

1.6 PRE-PROPOSAL CONFERENCE CALL

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

Date: Thursday, June 29, 2017

Time: 2:00 PM (Eastern Time Zone)

Registration is not necessary to "attend" or participate in the Conference Call. To access the Conference Call, dial 888-904-9570 and use Access Code: 5970755 when prompted.

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

1.7 LOCATION OF DOCUMENTS AND ADDENDA

This RFP, relevant documents and appendices not contained at the end of this RFP, and any updates to this RFP including addenda will be available at the:

BidNet Direct
at www.bidnetdirect.com/mitn

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

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

Prospective Proposers and interested parties may obtain the RFP, addenda, and any updates at www.bidnetdirect.com/mitn or by picking up a print out at AAATA headquarters at 2700 S. Industrial Hwy., Ann Arbor, MI, Monday-Friday, 8:00 AM – 5:00 PM.

1.8 PROJECT FUNDING

Work performed under the resulting Contact may be Federally-funded and may be subject to FTA regulations, guidelines, terms and conditions.

1.9 DISCLOSURE

All information in a Proposer's offer is subject to disclosure under the provisions of the Public Act no. 442 of 1976 known as the Freedom of Information Act. This act also provides for the complete disclosure of contracts and attachments thereto.

SECTION 2 SCOPE OF SERVICES

2.1 BACKGROUND

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

In addition to fixed route buses, AAATA offers many other services such as door-to-door accessible service, vanpools, express buses, and more.

2.2 OBJECTIVE

A subsidiary of AAATA, the getDowntown Program (getDowntown) encourages and promotes alternative commuting options for persons working in downtown Ann Arbor. getDowntown provides information and assistance to downtown businesses and employees on commuting options, such as biking, riding the bus, walking, carsharing, vanpooling, and carpooling. getDowntown runs many sustainable transportation programs and events throughout the year to promote alternate transportation. The current websites used are getDowntown.org, conquerthecold.org and challenge.getdowntown.org.

The getDowntown program uses the main website (getDowntown.org) to fulfill two purposes. First, the website is the main information and marketing portal for the program, and the main entry point to services for downtown Ann Arbor businesses. Second, the website serves as an e-commerce portal allowing downtown businesses to purchase the go!pass, an annual commuter transit pass available to downtown employees and other transit services. The awarded vendor shall continue to meet both of these goals.

The conquerthecold.org website is used as a resource site for the Conquer the Cold challenge. Winter commuting information and events are posted here along with a link to the challenge.getdowntown.org site.

One of the best ways getDowntown has found to increase use of alternative transportation is to hold contests at different times during the year where employees can earn rewards for using alternative forms of transportation to commute to/from work. At present, there are two contests held annually: **Commuter Challenge** (May) and **Conquer the Cold** (January).

Both the Commuter Challenge and Conquer the Cold contests allow employees from Ann Arbor area organizations to register online, log alternative commutes, view commuting stats, and win prizes. The Commuter Challenge is an organization-based competition with individual rewards while Conquer the Cold is an individual-based competition.

In the past, AAATA also provided commuters to/from downtown Ann Arbor with a Commuter Club program, which allowed employees to record or log commutes online and win incentives throughout the year. This is not an option currently provided to the public, but may be an optional program re-introduced in the future.

Making commuting fun by introducing game thinking and game mechanics (such as competitions, challenges and stats) has encouraged employees to use alternative modes of transportation.

getDowntown and AAATA are seeking a vendor to:

1. Remake the current getDowntown.org so that it maintains a similar brand feel to the current contest platform through challenge.getdowntown.org,
2. Maintain the current connections to challenge.getdowntown.org and ensure ease of transitions between the two sites,
3. Allow for “what you see is what you get” editing on the www.getDowntown.org website to allow for direct editing from program employees, and
4. Maintain current e-commerce program options while being built in a way to accommodate future e-commerce improvements or expansion.

AAATA is interested in engaging a firm with the following qualifications. Please describe in the RFP how your firm meets these qualifications.

- Experience in website design, development, implementation, and maintenance.
- Experience designing websites similar to the complexity and service offerings of the getDowntown program.
- Experience designing websites that provide an innovative, unique, flexible design that meets the requirements of AAATA.
- Experience designing websites that employ current technical tools available in the marketplace that will allow the AAATA to achieve its goals and objectives with its website.
- Successful completion of at least three (3) similar projects within the last three (3) years. Provide Referrals.

SERVICES TO BE PROVIDED

- Detailed Project Plan with realistic chronology and duration including but not limited to:
 - Phase 1: Needs Assessment
 - Phase 2: Conceptual Design
 - Phase 3: Development (including usability testing)
 - Phase 4: Conversion of Existing Website and Implementation
 - Phase 5: Training and Initial Support
- Include all functionality in the current website though the mechanism for providing this functionality should be in a more intuitive and attractive format.
- Maintenance of any relevant, current data sources for the webpages, and allowance for direct webmaster editing.
- As per the Americans with Disabilities Act, AAATA must provide the same level of accessibility to information to individuals with visual, hearing, motor, or cognitive disability that is done for the general public. AAATA expects respondents to offer suggestions regarding accessibility, including methods of compliance with current and proposed Department of Justice standards.
- Include links for customers to download any browser plug-in products, such as Acrobat Reader, that are necessary to view information on the site.

- The site must be compatible with current versions of commonly used Internet browsers. Please identify proposed compatibility with your response.
- The site should take into consideration AAATA's future desire to include enhanced e-government capabilities, enabling secure on-line credit card purchases, verifications, fulfillment and acceptance, and AAATA's ability to conduct e-government transactions such as on-line interactive forms.
- Information currently provided on the website must be included in the redesign.
- Efficient retrieval of archived and existing records
- **The proposal should include webmaster training for 2 employees and content management training for a minimum of 5 employees including documentation, training plan and timeline for same.**
- AAATA already has an ISP; therefore these services are not part of this RFP process. However, post-implementation maintenance options should be presented.
- The proposal should identify what is required of AAATA in completing this project.
- Conduct usability testing among user groups ADA, AAATA Staff, and potential and current customers, as necessary.

AAATA requires the following attributes in the re-design and development of the website:

- A website that is both world class and innovative that conveys the prestige, elegance, and high quality evident in all services provided by AAATA. We prefer the current "look and feel" of the current challenge.getdowntown.org site, and are interested in proposals that utilize that concept with the www.getdowntown.org site.
- A website that clearly presents all aspects of getDowntown's offerings, but also allows the agency to implement new information, products, services and functions for citizens and businesses. AAATA wants to greatly enhance its existing website to be resourceful, informative, and serve as a marketing asset that provides citizens and businesses a friendly environment which emphasizes easy access to services. The site must be visually appealing with an attractive mix of text, photos, graphics, video and leading edge functionality.
- A website that is easily accessed and navigated by the general public that emphasizes flexible and available access to AAATA services, information, departments and business activities.
- A website that provides a consistent and standardized format and enhanced graphical look for all pages; thereby establishing a unified theme throughout the website, including use of getDowntown's logo. However, the established theme should also provide the flexibility to allow for different initiatives, services, and regional partnerships to maintain some level of individuality and/or functionality. We may want to include information about these partnerships yet have a consistent look and feel that appears tied together, integrated and intuitive.
- A website that provides an overall architecture that is conducive to future growth of information, services and functionality that is easily maintained by AAATA's departmental personnel.
- A website that allows delegated content management, and is easily updated, with a content management system (CMS). (Respondent should list the software that would be used to create the site including all graphics software and recommended

software and licenses that AAATA will need to purchase for the continued maintenance of the website.

- A website that enhances delivery and awareness of public services and facilitates a clearly accessible process for public inquiry.
- A website that will be mobile responsive while maintaining full functionality.
- A website that meets ADA Priority 1 requirements. See Example: www.ada.gov/websites2_prnt.pdf
- All source code, graphics, and any other web content must be provided to and shall be the property of getDowntown and AAATA.

GENERAL AND DESIRED ENHANCEMENTS

- The re-design should facilitate capability of online transactions such as secure credit card payments. AAATA does not retain personal information. (Authorize.net manages secure credit card processing for AAATA).
- **The designer must incorporate the ability for users to complete interactive on-line forms with a Sql Server backend (for such tasks as e-mail response, surveys, feedback forms, online payments, employment applications.).**
- Provide options for the user to email/refer others to a particular web page as appropriate.
- Graphic files should be relative to site, designed with simplicity to allow for quickest loading. Web pages should be tested to ensure each webpage can be accessed seamlessly and intuitively regardless of the equipment being used to access the page.
- Include capability to create blog postings.
- **Allow for search capabilities. Use existing search engines and/or create database within home site.**
- **Allow for language translation.**
- **Integrate Social Media functionality throughout the website as appropriate.**
- Although getDowntown has some specific requirements, we are also interested in your ideas for content, and more specifically, your approach in re-designing the style of getDowntown's website to meet our above stated goals within our stated preferences. We encourage respondents to consider and propose alternative solutions, recommendations and improvements. getDowntown is extremely interested in utilizing the website(s) to create a unified marketing theme and approach that will "connect" with users in all age groups and further promote getDowntown.
- Plug and play text editing (no coding for editing)

Value-added System Features:

- **Point-of-Sale Integration:** AAATA would like the system to be able to integrate with the point-of-sale system.
- **Fully Cloud based:** AAATA would like system to be fully cloud based, that can be relocated if necessary.
- **API consumption:** AAATA would like the system to consume data from popular third-party apps that provide their data for such use, as appropriate. We would like the system to present this data in a way that highlights the value of using alternative

commuting. We are interested in working with a vendor that is creating a system that can link up with third party data sources (such as Strava and Map My Ride) and also possibly tap into data sources we have available such as bus pass data, parking data, vanpool/carpool data, etc. More details will be given during the Discovery/Needs Assessment/Requirements Gathering process.

- **Off-the-Shelf Software** included in proposals will be considered in addition to fully- and quasi-custom solutions.
- **Rapid Response Time:** Forty-eight (48) hour response time for trouble shooting and emergency response rate (site down) of six (6) hours.

Ownership of Documents:

Upon completion or termination of this Contract, all documents prepared by the Contractor, including graphics, estimates, specifications, notes, investigations, studies and reports (Work Product) shall become the property of, and, at the option of AAATA/getDowntown, be delivered to AAATA/getDowntown. The Contractor shall be entitled to keep copies of any Work Product. Prior to completion of the contracted services, AAATA/getDowntown shall have a recognized proprietary interest in the Work Product of the Contractor.

2.4 PROJECT MANAGEMENT

- A. The Contractor shall name a Project Manager to act as the single-point-of-contact with AAATA for the resulting Contract.
- B. AAATA's getDowntown Director will be the point of contact to initiate work on any project. AAATA's getDowntown Director may designate a Project Leader on a per project basis.
- C. The Purchase Order may be modified based on changes in the scope of work. All changes shall be submitted in writing to AAATA's Contracting Officer, as well as AAATA's getDowntown Director.
- D. Requests for payment by the Contractor should be submitted directly to AAATA's getDowntown Director for approval and processing. Invoices must provide line details and the project or campaign for which each line amount is charged.

2.5 PLANNING AND PLACEMENT WITHIN FUNDING LIMITATIONS

AAATA may require the Contractor to provide cost estimates for specific projects to help budget all funds that will be expended on this project.

2.6 CONTRACTOR CONFLICTS OF INTEREST

AAATA wishes to avoid any conflict of interest on the part of the Contractor. Therefore, the Consultant must ensure that there is no real or perceived conflict of interest of clients at any time during the life of the Contract. If the Contractor has any clients which would be perceived as improper in its alliance to AAATA at the time of award of Contract or obtains

any such client through the life of the Contract, the Contractor shall notify AAATA of such clients.

- A. AAATA shall have the final determination as to any activity which constitutes a conflict of interest pursuant to these provisions. The decision by AAATA shall be final and without recourse. However, AAATA will not make any such decision without providing the Contractor with an opportunity to present comments.
- B. Failure of the Contractor to cancel such client accounts upon notification by AAATA that a conflict exists shall constitute a material breach of Contract and be subject to termination as provided herein.

SECTION 3 INSTRUCTIONS TO PROPOSERS

3.1 PROPOSAL DEADLINE

- A. Proposals **MUST** be received by the due date and time specified in Section 1.3 of this RFP. The clock used to judge timeliness is in AAATA's main office lobby.
- B. Proposals received after the due date and time will not be opened unless it is determined by AAATA that the late receipt was due solely to mishandling by AAATA after receipt at AAATA's office.
- C. AAATA assumes no responsibility for errant delivery of proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.

3.2 PROPOSAL FORMAT and SUBMITTAL

- A. This is a Sealed Proposal solicitation. Proposals submitted in response to this RFP are to consist of two (2) parts:
 - 1. Technical Proposal, and
 - 2. Price Proposal Form and completed Forms and Certifications
Forms are located in Section 6 of this RFP.
- B. The entire Proposal shall contain:
 - 1. One (1) original and three (3) copies of the Technical Proposal, and
 - 2. One (1) original Price Proposal Form and other completed Forms and Certifications contained in Section 6 of this RFP.
- C. Proposals must be delivered by the due date and time to:
Chloe Foreman, Buyer
RFP 2017-21 getDowntown Website
Ann Arbor Area Transportation Authority
2700 South Industrial Hwy.
Ann Arbor, MI 48104

3.3 TECHNICAL PROPOSAL CONTENT

The technical content of the Proposal shall address the Proposer's qualifications, experience, approach, etc. **There must be no dollar amounts or costs included in the technical content of the Proposal.**

The technical content of the proposal shall include the following:

- A. Letter of Transmittal

The Letter of Transmittal shall be addressed to Chloe Foreman, Buyer, and must, at a minimum, contain the following:

1. Identification of the offering firm(s), including name, location of office and proposed staff. Indicate if the firm is a certified DBE.
2. Acknowledgment of RFP addenda, if any.
3. Name, title, address, telephone number, fax number and email address of contact person during the period of proposal evaluation.
4. A statement to the effect the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
5. Signature of person authorized to bind Proposer to the terms of the RFP.

B. Qualifications, Related Experience and References

1. Provide a brief history of the firm, including the types of services offered; the year founded; form of organization (corporation, partnership, sole proprietorship); size and location of offices (if numbering greater than one); and number of employees. Identify which branch office, if any, that will perform or assist in performing the services for AAATA.
2. Provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Proposer's ability to complete the Scope of Services. **Please note that all material received by AAATA is subject to public review. AAATA therefore does not require that financial forms and accounts be submitted with Proposals but does maintain its right to view such documents without taking or receiving copies.**
3. The name, title and resume of the individual proposed as the primary point of contact with AAATA.
4. Provide information regarding the experience of personnel to be assigned to work on the contract, including their experience relevant to the scope of work outlined in this RFP. Provide a profile or resume of pertinent personnel that would be assigned to AAATA projects.
5. Describe in detail experience in buying media in the Washtenaw County market.
6. Provide at least three (3) recent references that you consider most relevant in demonstrating your ability to perform the proposed effort. Please provide the following information:
 - Clients' name

- Clients' project manager, email and telephone number
- A detailed description of work performed
- Date of completion

AAATA will automatically be considered a reference for any firm in which it has had experience.

7. Proposers must supply two (2) samples of media campaigns.
8. Identify any subcontractors, especially DBE-certified subcontractors

C. Methodology and Approach:

Provide a narrative of how the Proposer intends to communicate and work with AAATA. Describe proposed responsibilities of the Proposer's staff and coordination of activities with AAATA.

Address any additional tasks not outlined in this RFP that should be considered and be prepared to provide separate pricing for any and all additional tasks in the Price Proposal if separate pricing is applicable.

D. Exceptions and Deviations to Product or Service

Include any Exceptions and/or Deviations to the RFP or addenda. Note that any exceptions or deviations not approved by AAATA through addenda may result in the rejection of the Proposal. (See Section 3.11 of this RFP).

E. Addenda Issued for this RFP

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

3.4 PRICE PROPOSAL FORM

- A. The Price Proposal Form is at the back of this RFP.
- B. **The completed Price Proposals Form must be submitted in a separate sealed envelope.**
- C. Hourly rate provided in the Price Proposal MUST include all labor, fringe benefits, overhead, indirect costs, expenses, travel and profit.
- D. A separate sheet indicating any ADDITIONAL costs may be attached.
- E. Prices must be quoted and payable in U.S. dollars.

- F. AAATA is exempt from payment of Federal Excise Tax and State sales tax in connection with this contract. Taxes shall not be included in the price proposal.
- G. Proposers should include any cash discounts for prompt payment offered.
- H. Completed Required Forms and Certifications included in this RFP.
- I. All prices contained within the proposal must be the proposer's best and final offer.
- J. The contract awarded under this proposal shall end on January 15, 2020, without the possibility of additional option years. The price proposal must contain the full costs and/or pricing over the full length of the anticipated award.

3.5 AUTHORIZED SIGNATURES

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

3.6 ACCEPTANCE PERIOD

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

3.7 PROPOSAL REQUIREMENTS

Proposals must meet the following requirements:

- A. All-inclusive Price. The hourly labor rates and additional prices shall include any items of labor, materials, tools, equipment, overhead, profit, insurance, and all other costs necessary to complete the work to these specifications. Any items omitted from AAATA's Scope of Service, which are clearly necessary for the completion of the project, shall be considered a portion of such work, although not directly specified or called for in these specifications.
- B. Proposals must be submitted in written English. All communication regarding this RFP will be conducted in English.

- C. Proposer shall make no additional stipulations or alternation on the Proposal Form nor qualify the Proposal unless authorized by AAATA in writing.
- D. AAATA is not responsible for the premature opening of any Proposal that is not properly addressed, delivered and identified.

3.8 PROPOSAL ACCEPTANCE OR REJECTION

AAATA reserves the right to:

- A. Reject any or all Proposals, in full or in part for sound, documentable, business reasons, or to accept any Proposal, in full or in part, or to waive any informality in any Proposal deemed to be the best interest of AAATA.
- B. Reject Proposals which have major deviations from AAATA's specifications; and accept a proposal that has only minor deviations.
- C. Postpone the Proposal Due Date or cancel the solicitation.
- D. Consider any specific proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive.
- E. Waive any defects, or minor informalities or irregularities in any proposal that do not materially affect the proposal or prejudice other Proposers.
- F. If there is evidence indicating that Proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposers will be rejected and such evidence may be a cause for disqualification of the participants in future solicitations undertaken by AAATA.
- G. AAATA may reject a proposal that includes unacceptable deviations.

3.9 EXAMINATION OF SOLICITATION DOCUMENTS

Each Proposer shall examine the solicitation documents carefully and, not later than ten (10) business days prior to the proposal due date, and shall make written request to AAATA's Contracting Officer for interpretation or correction of any ambiguity, inconsistency or errors which are discovered. Only a written interpretation or correction by addendum issued by AAATA will be binding. No explanations or interpretations requested or made orally will be considered binding.

3.10 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 AAATA, or its employees and consultants, other than the Contracting Officer concerning any aspect of this solicitation or offers. Proposers may be disqualified if any unsolicited

contact related to this solicitation is made with an employee or representative of AAATA other than the Contracting Officer.

- B. At any time during this procurement up to the time specified, Proposers may request in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified items and for any brand names. Such written requests shall be made to the Contracting Officer. The Proposer making the request shall be responsible for its proper delivery to AAATA. AAATA will not respond to oral requests. Any request for a change to any requirement of the contract documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by AAATA in the form of written addenda only. Only written responses provided as addenda shall be official and no other forms of communication with any officer, employee or agent of AAATA shall be binding on AAATA.
- C. 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 AAATA within the time period specified.
- E. Proposers who wish to request contractual change (i.e. changes to the Terms and Conditions described in this RFP) must submit a written request to the Contracting Officer. Written requests are due at the same time Questions and Requests for Clarification are due as indicated in Section 1.3 of this RFP.
- F. Proposals containing contractual changes that have not been submitted in writing and allowed by issuance of Addenda may be rejected.

3.11 ADDENDA TO THE RFP

- A. AAATA reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda.
- B. AAATA will post addenda online where the RFP was originally posted. (See Section 1.7 of this RFP for online location of documents and addenda). Hard copies of addenda will also be available for pick-up at AAATA's offices.
- C. AAATA will not forward addenda directly to prospective Proposers.

- D. Prospective Proposers shall be responsible to collect the addendum at the location provided or receive the same otherwise. Failure of any prospective Proposer to receive the addendum shall not relieve the Proposer from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified.
- E. All addenda issued shall become part of the RFP. Proposers shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals. Failure to acknowledge in their proposals receipt of addenda may, at AAATA's sole option disqualify the proposal.
- F. If AAATA determines that the addenda may require significant changes in the preparation of proposals, the Proposal due date may be postponed by the number of days that AAATA determines will allow Proposers sufficient time to revise their proposals. Any new due date shall be included in the addenda.
- G. Any Proposer wishing to offer a proposal with conditions, exceptions or deviations to the Scope of Service, Provisions, or Terms and Conditions contained in this RFP must submit their request for such in writing.
 - 1. Requests must be explicitly, fully and separately stated in a request and must set forth at a minimum the specific reasons for each deviation so that it can be fully considered and evaluated by AAATA.
 - 2. The timeline for submitted requests for exceptions or deviations is the due date and time for "Questions and Requests for Clarifications" as found in Section 1.3 of this RFP.

3.12 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING

- A. Proposals stating conditions, exceptions, reservations or understandings (hereinafter deviations) relating to the RFP may be rejected unless approved by AAATA through written addenda.
- B. Conditional proposals, or those which take exception to the specifications, may be considered non-responsive and may be rejected unless specific approval from AAATA is requested in writing by the Proposer and AAATA issues approval through addenda that is posted for all potential Proposers to see.
- C. All deviations not found to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures, but may result in the Proposer receiving a less favorable evaluation than without the deviation.

3.13 MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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

3.14 PROPOSAL AS A CONTRACT

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

3.15 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.

3.16 PUBLIC DISCLOSURE OF PROPOSALS AND MATERIAL AAATA RECEIVES

- A. Access to government records, including those held by AAATA, is governed by the State of Michigan.
- B. Proposals, documents and material pertaining to this RFP become the property of AAATA and shall be open to public inspection.
- C. Proposers are advised that **any Proposals, documents and material** they submit to AAATA in response to this RFP or in pursuit of a government-funded contract is open to public inspection. This includes, but is not limited to, Proposals, documents and material that the Proposer may deem to be confidential or proprietary in nature.
- D. Under the State of Michigan Freedom of Information Act (FOIA), AAATA is obligated to provide access to, or copies of, material it has in its possession if and

when another party makes a FOIA request. AAATA is not allowed to withhold or redact material that the Proposer may find sensitive even if the Proposer identifies the material as confidential, propriety, trade secret, etc.

- E. Proposers should assume that any and all material they submit to AAATA will be shared with the public.
- F. AAATA will not notify Proposers or Contractors if and when a FOIA request is made for information it provided to AAATA.
- G. In the event that AAATA needs to view confidential or proprietary information such as, but not limited to, financial statements, schematics, designs, etc., AAATA will view the material in person. In such cases, the Proposer may be required to bring the material to AAATA's offices for viewing. At other times, AAATA staff may view the material in the Proposer's place of business or at another site.
- H. It is the Proposer's responsibility to provide as complete a Proposal as possible so that AAATA may properly evaluate the Proposer for selection of award. Proposers are invited to indicate in their Proposals or other documents that material pertinent to the Proposer's ability or capacity is available for viewing. However, Proposals that, in AAATA's sole opinion, are too heavily dependent on viewing material and provide little written material on which AAATA may evaluate the Proposer, may receive lower evaluation scores and the Proposer will not be considered further.
- I. AAATA is under no obligation to meet with or view material from Proposers whose Proposals do not fall within a competitive range after evaluation.

3.17 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

A. 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 Committee and other AAATA officials, employees and agents that have a legitimate interest will be provided access to the proposals and evaluation results during this period.

B. General Information

- 1. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described in this section. Subject to AAATA's right to reject any or all proposals for sound, documentable, business reasons, the Proposer will be selected whose proposal is found to be most advantageous to AAATA, based upon consideration of the criteria. During the initial review of proposals, AAATA 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. AAATA will consider all the material submitted by the Proposer and related evidence AAATA may obtain to determine whether the Proposer is capable of and has a history of successfully completing contracts of the type solicited. A clear and complete response to the solicitation is critical so that the Evaluation Committee 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 AAATA. Refusal to provide requested information may cause the proposal to be rejected.
4. The Evaluation Committee will make such investigations as are considered necessary for complete evaluation. The Evaluation Committee 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. AAATA reserves the right to select proposals that are in a competitive range, conduct discussions, and request Best and Final Offers. AAATA also reserves the right to make an award without discussions or requesting Best and Final Offers.

C. Evaluation Criteria

The Technical Proposal will be evaluated for several factors. The evaluation criteria follow and are listed in order of importance.

- Proposer's level of expertise with design elements as related to commuter programming
- Proposer's understanding of the project
- Sample of previous work
- Methodology and Approach
- Price
- Conformance to Requirements and Specifications

D. Evaluation Procedures

The evaluation will be a two-step process.

1. Step 1: All initial Proposals received will be scored by an Evaluation Committee. Those Proposals which are judged to be the strongest will be

short-listed. Short listing will not be arbitrary. Those firms that have a reasonable expectation of winning the competition will be advanced to the second step of the process. Those proposers who lack sufficient points will be rejected at the end of Step 1.

2. Step 2: AAATA may interview the top Proposers in a competitive range. Firms selected may be required to give an oral presentation to the Evaluation Committee. The purpose of the presentation will be to clarify the Proposals, allow for questions and answers, and ensure mutual understanding of the services and work to be performed.

3.18 RESPONSE TO PROPOSALS

A. Notice of Award / Notice to Proceed

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

The successful Proposer will be given a Notice to Proceed upon Contract signing.

B. Notice to Unsuccessful Proposers

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

C. Single Proposal Response

If only one Proposal is received and it is found by AAATA to be acceptable, a detailed price/cost Proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, will be performed by or for AAATA of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar period. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's

Offer. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analyses and the results there from shall not obligate AAATA to accept such a single proposal; and AAATA may reject such proposal at its sole discretion.

SECTION 4 SPECIAL PROVISIONS

4.1 CONTRACT DOCUMENTS

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

4.2 MODIFICATION TO CONTRACT

A. Written Change Orders

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

B. Change Order Procedure

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

4.3 RESERVED RIGHTS OF AAATA IN SOLICITATION PROCESS

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

- A. Rank Proposers and negotiate with the highest ranking Proposer. Negotiation with an individual Proposer does not require negotiation with others.
- B. Interview any firm in a competitive range as determined by AAATA. An interview with an individual Proposer does not require interviews with others
- C. Select the Proposal that it believes will serve the best interest of AAATA.
- D. Reject any and all Proposals for sound, documentable, business reasons.
- E. Reject Proposals which have major deviations from AAATA's specifications; and accept a Proposal that has only minor deviations.
- F. Remedy or waive technical or immaterial errors in the RFP.

- G. Request any necessary clarifications or proposal data without changing the terms.
- H. Make selection of the Proposer to perform the services required based on the original Proposals without negotiations.
- I. Postpone the Proposal Due Date or cancel the solicitation.
- J. Make all final determination as to whether the services and scope of service have been satisfactorily completed.

4.4 PROTEST PROCEDURES

A. General Procedures

1. Any Proposer or Contractor whose direct economic interest would be affected by the award of the Contract or the failure to award the Contract may file a protest, claim or dispute with AAATA pursuant to these protest procedures prior to filing any protest, claim or dispute with the FTA.
2. Protests, claims or disputes, where applicable, shall be in writing and filed with AAATA 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.

A. Protest Before Proposal Opening

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

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

C. Protest After Award

1. Any individual or entity may file a protest with AAATA alleging a violation of applicable federal, state law and/or AAATA policy or procedure relative to seeking, evaluating and/or intent to award a procurement Contract. In addition, any individual or entity may file a protest with AAATA alleging that AAATA has failed to follow its Procurement Protest Procedures. Such

protest must be filed no later than five (5) calendar days from the notice of intent to award or non-award of the procurement Contract.

2. A protest, dispute, or claim with respect to the award of a Contract through solicitation of bids shall be submitted in writing within five (5) days of notification of such award to the Chief Executive Officer for a decision. All claims shall clearly identify:
 - a. The name, address, and telephone number of the protester
 - b. The grounds for the protest, any and all documentation to support the protest and the relief sought
 - c. Steps that have been taken to date in an attempt to correct the alleged problem or concern.

A written decision by 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.

D. FTA Protest Procedures

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

4.5 Contractor's Liability 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 AAATA 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. Contractor may not start work until evidence of all required insurance has been submitted and approved by AAATA. Contractor must cease work if any of the required insurance is canceled or expires.
- C. All policies providing contractor's insurance shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to AAATA.
- D. 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 AAATA. All such insurance policies shall be provided by insurance companies having Best's ratings of B+ or greater and VI or greater (B+/VI) as shown in the most current issue of Best's Key Rating Guide. Policies of insurance insured by insurance companies not rated by Best's or having Best's ratings lower than B+/VI will not be accepted as complying with the insurance requirements of the contract unless such insurance companies were approved in writing prior to award of the contract.

SECTION 5 TERMS AND CONDITIONS

5.1 TERMINATION

A. Termination for Convenience

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

B. Termination for Default/Breach

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

C. Termination for Force Majeure

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

D. Opportunity to Cure

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

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

E. Waiver of Remedies for any Breach

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

remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5.2 DISPUTE RESOLUTION

- A. Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the Chief Executive Officer of AAATA. This decision shall be final and conclusive unless within ten (10) calendar 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.
- B. Unless otherwise directed by AAATA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

5.3 LITIGATION

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

5.4 PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

- A. In accordance with Act No. 453, Public Acts of 1976, The contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
- B. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in paragraph 19.1.
- C. The contractor will take affirmative action to insure that applicants for employment and

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

- D. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- E. The contractor or their collective bargaining representative will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments.
- F. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission, which may be in effect prior to the taking of bids for any individual state project.
- G. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as the practices, program, and employment statistics of each subcontractor as well as the contractor themselves, and said contractor will permit access to their books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
- H. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher 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.
- I. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in

every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

5.4 PARTIES TO THE CONTRACT

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

5.5 SUCCESSION

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

5.6 ASSIGNMENT

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

5.7 INDEMNIFICATION

- A. The Contractor shall, to the extent permitted by law (1) protect, indemnify and save AAATA and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by AAATA and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the negligent acts, errors or omissions of the Contractor, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against AAATA and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. AAATA shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. AAATA shall have the right to be represented therein by advisory counsel of its own selection at its own expense.
- B. Nothing in this Contract shall be construed to waive AAATA's immunities or liability limits provided under applicable state or federal law.

5.8 PROHIBITED INTEREST

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

5.9 CONFLICT OF INTEREST

- A. The Contractor, by entering into the Contract with AAATA, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed or provided under the Contract and that it shall not employ any person or agent having such interests. In the event that the Contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to AAATA and take action immediately to eliminate the conflict or to withdraw from this Contract, as AAATA may require.
- B. The Contractor also certifies that to the best of its knowledge, no AAATA Board Member or employee, or employee or officer of any agency interested in the Contract has a pecuniary interest in the business of the Contractor or with the Contract and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the Contract.
- C. The Contractor, by entering into a Contract with AAATA further covenants: 1) that no person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and 2) that no gratuities were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member, or employee of AAATA or other governmental agency with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this service.

5.10 LIMITATION OF LIABILITY

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

5.11 LAWS GOVERNING CONTRACT

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

5.12 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.

5.13 SEVERABILITY

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

5.14 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 part to that Contract) pertaining to any matter resulting from the underlying Contract.

5.15 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTIONS

- A. 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.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance 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.

5.16 AUDIT AND INSPECTION OF RECORDS

- A. In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R. § 19.48(d), and 49 U.S.C. § 5325(a), provided AAATA is the FTA Recipient or a sub-grantee of the FTA Recipient, the Contractor agrees to provide AAATA, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts, and transcriptions and (2) when conducting an audit and inspection.

- B. In the event of a sole source Contract, or single Offer, single responsive Offer, or competitive negotiated procurement the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation, or the representatives thereof, shall have the right to examine all books, records, documents, and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the contract shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.

- C. For Contract modifications or change orders the Contracting Officer, the U.S. Department of Transportation, or their representatives shall have the right to examine all books, records, documents, and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the contract modification or change order reveals inaccurate, incomplete, or out-of-date data, the Contracting Officer may renegotiate the contract modification or change order price adjustment and AAATA shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.

- D. For any cost reimbursable work the Contracting Officer, the U.S. Department of Transportation, or their representatives shall have the right to examine books, records, documents, and other evidence, including review of accounting principles and practices that reflect properly all direct and indirect costs incurred as related to said cost reimbursable work.
- E. The materials described in the above three paragraphs shall be available at the Contractor's office at all reasonable times for inspection, audit, and making excerpts and transcriptions until three years from the date of final payment under the Contract. For records relating to appeals under the Disputes, Audit and Inspection of Records, litigation, or the settlement of claims arising out of the negotiation or the performance of the contract modifications, records shall be kept available until such appeals, litigation, or claims have been disposed of.
- F. The Contracting Officer and his/her representative and any other parties authorized under this clause shall employ sound business practices to protect the confidence of the data specified under this clause, for which the Contractor provides access, against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that any confidential data bear appropriate notices relating to its confidential character.
- G. The requirements of this section are in addition to other audit, inspection, and record-keeping provisions specified elsewhere in the Contract documents.

5.17 ACCESS TO RECORDS

- A. The Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

5.18 INCORPORATION OF FTA TERMS

"General Contract Provisions," includes, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the Contract provisions. All 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 AAATA requests that would cause AAATA to be in violation of the FTA terms and conditions.

5.19 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 AAATA and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

5.20 CIVIL RIGHTS

A. Nondiscrimination

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

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

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

2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. 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.

5.21 DISADVANTAGED BUSINESS ENTERPRISES PROGRAM

- A. The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as AAATA deems appropriate.
- B. If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Provision section of this document. If the Contractor fails to exert sufficient, reasonable, and good faith efforts to involve DBE’s in the work provided, AAATA may declare the Contractor noncompliant and in breach of contract. **If a goal is not stated in the Special Provisions, it will be understood that NO specific goal is assigned to this contract.**
- C. A Disadvantaged Business Enterprise, or DBE, means a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals, and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- D. “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women; and any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- E. Contractors must pay subcontractors for satisfactory performance of their contracts no later than 30 days following the receipt of each payment made by AAATA to the prime contractor. This includes the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor’s work is

satisfactorily completed. AAATA may apply appropriate penalties for failure to comply with these terms and conditions. Any delay or postponement of payment among parties may take place only for good cause, and only with the prior written permission of AAATA. Contractors must include in their subcontracts language providing the appropriate alternative dispute resolution mechanisms to resolve payment disputes. Prime contractors will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

5.22 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS

- A. By signing and submitting this proposal, the prospective participant is providing the signed certification set out in Debarment and Suspension Certification.
- B. 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.
- C. The prospective participant shall provide immediate written notice to AAATA if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. 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.
- E. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by AAATA.
- F. The prospective participant further agrees by submitting this proposal that it will include the clause titled Debarment and Suspension Certification Requirements and the certificate form, without modification, in all covered transactions and in all solicitations for covered transactions.
- G. The prospective participant in a covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

- H. 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.
- I. Except for transactions authorized under paragraph 62.5, if a participant in a covered transaction knowingly enters into a covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, AAATA may pursue available remedies including suspension and/or debarment.

5.23 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.

5.24 FEDERAL STANDARDS

As a recipient of Federal funds through the AAATA, the successful Proposer agrees to comply with FTA Circular 4220.1 F, “Third Party Contracting Requirements,” including any revision or replacement thereof, and applicable Federal regulations or requirements, including FTA third party contracting regulations when promulgated. The FTA Best Practices Procurement Manual provides additional procurement guidance. Nevertheless, successful Proposer should be aware that the FTA Best Practices Procurement Manual is focused on procurement processes and may omit certain Federal requirements applicable to the work to be performed.

SECTION 6 REQUIRED FORMS AND CERTIFICATIONS

AGREEMENT OF GOODS and SERVICES

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

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

Signature: _____

Typed Name: _____

Company: _____

Title: _____ Date: _____

PROPOSAL ADDENDA ACKNOWLEDGEMENT FORM

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 Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

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

Signature: _____

Typed Name: _____

Company: _____

Title: _____ Date: _____

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

The undersigned for the _____ hereby certifies that
(entity/company)
the _____ has authority under State and local law to comply with the
(entity/company)
subject assurances and that the certification above has been legally made.

Authorized Representative PRINTED

SIGNED

LOBBYING

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

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: _____

Typed Name: _____

Company: _____

Title: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

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

| | |
|---|--|
| <p>1. Type of Federal Action: (circle one)</p> <p>a. <u>contract</u> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p> | <p>2. Status of Federal Action: (circle one)</p> <p>a. <u>bid/offer/application</u> b. initial award c. post-award</p> |
| <p>3. Report Type: (circle one)</p> <p>a. <u>initial filing</u> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p> | <p>4. Name and Address of Reporting Entity:</p> <p>Prime: Sub-awardee: Tier _____, <i>if known</i>: 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: <i>Federal Transit Administration</i></p> <p>Providing funding to: <i>Ann Arbor Area Transportation Authority 2700 S. Industrial Hwy. Ann Arbor, MI 48104</i></p> |
| <p>7. Federal Program Name/Description:</p> <p>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 more than \$100,000 for each such failure.</p> | <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: _____</p> |
| <p>Federal Use Only:</p> | <p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p> |

CERTIFICATE OF NON-COLLUSION

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

1. That I am the Bidder or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently and has been submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the Invitation for Bid, designed to limit independent bids or competition;
3. That the contents of the bid has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bidder, and will not be communicated to any such person prior to the official opening of the 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 _____,

Bidders E.I. Number _____
(Number used on employer's Quarterly Federal Tax Return)

**Ann Arbor Area Transportation Authority (AAATA)
LIVING WAGE POLICY**

1.0 PURPOSE

1.1 It is the purpose of this Living Wage Policy

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

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

2. DEFINITIONS

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

- 2.1 Contractor/vendor is a person or entity that has a contract with AAATA primarily for the furnishing of services where the total amount of the contract or contracts with AAATA exceeds \$10,000.00 for any 12-month period. "Contractor/vendor" does not include a person or entity that has a contract with AAATA primarily for the purchase of goods or property or for the lease of goods or property to or from AAATA.
- 2.2 Covered employee means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from AAATA; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Policy

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

3.0 APPLICABILITY

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

4.0 LIVING WAGES REQUIRED

- 4.1 Every contractor/vendor or grantee, as defined in this Policy, shall pay its covered employees a living wage no less than the living wage as established by ordinances of the City of Ann Arbor. The living wage, as established by the City of Ann Arbor, will take into account whether the employer provides health care benefits (as defined in this policy) to its covered employees, or does not provide such health care benefits.
- 4.2 In order to qualify to pay the living wage rate for covered employers providing employee health care under this Policy, a covered employer shall furnish proof of said health care coverage and payment thereof to the AAATA Manager of Purchasing or his/her designee.
- 4.3 The amount of the living wage established by this Policy for all existing and future contracts shall be adjusted by AATA and all of its covered employers no less than ninety (90) days following any change in the Living Wage Ordinance as established, changed, or adjusted by the City of Ann Arbor.

5.0 EMPLOYEES COVERED

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

6.0 EXEMPTIONS

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

- 6.1 For any contract or grant, the AAATA Board of Directors may grant a partial or complete exemption from the requirements of this Policy if it determines one of the following:
 - a. To avoid any application of this Policy that would violate federal, state or local law(s); or
 - b. The application of this Policy would cause demonstrated economic harm to an otherwise covered employer or grantee that is a non-profit organization, and the AAATA Board of Directors finds that said harm outweighs the benefits of this Policy.

- 6.2 A loan shall be considered a grant under this ordinance only to the extent that a loan is provided at below market interest rates and then only the difference between the amount of the loan and the present value of the payments there-under, discounted over the life of the loan, shall be treated as financial assistance under this Policy.
- 6.3 A payment of funds for the purpose of purchasing services, property, or goods on behalf of individuals being assisted by a covered employer or potentially covered employer (known as a "pass through" grant) that is used for said purchases shall not be considered a grant; such funds shall be considered a grant only to the extent that any such funds are retained by the covered employer or potentially covered employer to provide financial assistance and support to its own operations.

7.0 MONITORING AND ENFORCEMENT

- 7.1 Every covered employer shall agree to the payment of a living wage as a condition of entering into or renewing a covered contract or grant with AAATA, shall agree to post a notice regarding the applicability of this Policy in every work place or other location in which employees or other persons contracted for employment are working, and shall agree to provide payroll records or other documentation as deemed necessary within ten (10) business days from the receipt of a request made by AAATA. All AAATA contracts and grants covered by this Policy shall provide that a violation of the living wage requirements of this Policy shall be a material breach of the contract or grant.
- 7.2 Each covered employer shall submit to the AAATA Manager of 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 the AAATA Manager of Purchasing, any contractor/vendor or grantee shall provide satisfactory proof of compliance with the living wage provisions of this Policy
- 7.3 Any person may submit a complaint or report of a violation of this Policy to the AAATA Chief Executive Officer's Office. Upon receipt of such a complaint or report, the AAATA Manager of Purchasing shall investigate to determine if there has been a violation of this Policy.

8.0 PENALTIES AND ENFORCEMENT

- 8.1 A violation of any provision of this Policy will be considered a material breach of the contract between AAATA and the employer. As satisfaction of this breach, AAATA may require the employer to pay all affected employees the difference between wages actually paid and the living wage that should have been paid, together with interest, and other relief deemed appropriate. The employer shall have a period of time not to exceed sixty days from the issuance by AAATA of a notice of breach due to a violation of this Policy to make any and all corrections.
- 8.2 In addition to enforcement under 8.01 above, AAATA shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected covered employer or to cancel, terminate or suspend the contract in whole or in part and/or to refuse any further payments under the contract or grant.

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

9.0 OTHER POLICY PROVISIONS

9.1 No affected covered employer shall reduce the compensation, wages, fringe benefits, or leave available to any covered employee or person contracted for employment in order to pay the living wage required by this Policy.

9.2 Nothing in this Policy shall be construed to require AAATA to take action which would conflict with, interfere with, and/or supersede any provision of a collective bargaining agreement with any union representing AAATA employees, which deals with the provision of health care to AAATA employees.

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

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

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

- a. A bona fide training program.
- b. A non-profit summer program.
- c. A non-profit youth employment program.
- d. A work-study, volunteer/public service, or internship program.

**AAATA LIVING WAGE POLICY
VENDOR DECLARATION OF COMPLIANCE**

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

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

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

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

- a) To pay each of its employees performing work on any covered contract or grant with AAATA a living wage rate no less than the living wage as established by ordinances as the Living Wage of the City of Ann Arbor. Such living wage, as established by the City of Ann Arbor, will take into account whether the employer provides health care benefits (as defined in this policy) to its covered employees, or does not provide such health care benefits
- b) Please check the spaces below which apply to your workforce:
 - Employees who are assigned to any covered AAATA project or grant will be paid at or above the applicable living wage **without health benefits**. **The rate, effective April 30, 2017 – ending April 29, 2018 is \$14.65 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, 2017 – ending April 29, 2018 is \$13.13 per hour and adjusts annually.**
- c) To post a notice approved by AAATA regarding the Living Wage Policy in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide AAATA payroll records or other documentation as requested; and,
- e) To permit access to work sites to AAATA representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

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

Company Name _____ Address: City, State, Zip _____

Signature of Authorized Representative _____ Phone (area code) _____

Type or Print Name and Title _____ Email address _____

Date signed _____

ANN ARBOR AREA TRANSPORTATION AUTHORITY LIVING WAGE POLICY

RATE EFFECTIVE APRIL 30, 2017 – ENDING APRIL 29, 2018

\$13.13 per hour

If the employer provides health care benefits*

\$14.65 per hour

If the employer does NOT provide health care benefits*

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

ENFORCEMENT

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

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

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

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

**For Additional Information or to File a Complaint Contact
Michelle Whitlow at 734-794-1813 or purchasing@theride.org**

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).

(275)

(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.

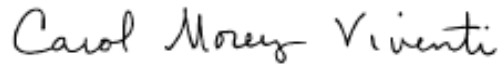
Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract 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.

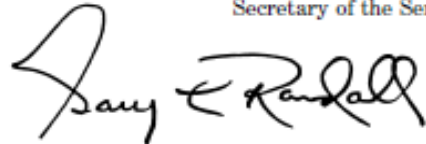
Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract 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.,.

Signature of Vendor’s
 Authorized Agent: _____

Printed Name of Vendor’s
 Authorized Agent: _____

Witness Signature: _____

Printed Name of Witness: _____

PRICE PROPOSAL FORM
Due Thursday, July 27, 2017 at 2:00 p.m.

The undersigned hereby declares that he has carefully examined the instruction and specifications and will furnish **getDowntown Website Services** for the prices set forth in this RFP.

It is understood and agreed that all quoted prices shall remain in effect for at least ninety (90) days from the date of the quotation opening to allow for the award of the quotation and that, if chosen the successful vendor, the prices quoted will remain firm for one (1) year from the date of the award.

The undersigned further agrees and understands that AAATA is reserving the right to reject any and all quotations and the right to waive irregularities if it determines such action to be in the best interest of AAATA.

Company

Name of Authorized Representative

Title

Address

City

State

Zip Code

Email Address

Telephone Number

Fax Number

Signature of Authorized Representative

Date

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

PRICE

Base Price as specified in RFP: \$_____

Estimated project "go-live" date/lead time for project completion: _____

Company

PRICE

License & Maintenance Fees, if applicable

Year 1 \$ _____

Year 2 \$ _____

Year 3 \$ _____

Year 4 \$ _____

Year 5 \$ _____

Price Cap on License & Maintenance Fee* _____%/ per year

**Price Cap (as a percentage) for license and maintenance fees – for as long as maintenance is continuously purchased, beyond the contract end date.*

OPTIONAL COSTS

Provide an hourly rate for technical support delivered AFTER successful execution of the Contract resulting from this RFP in two ways: on site at AAATA offices in Ann Arbor, MI and support provided via telephone. Technical support is an optional cost that AAATA may, at its sole discretion, elect to exercise and will select the method it most prefers.

Hourly rate for Technical Support ON SITE AT AAATA \$ _____/HR

Hourly rate for Technical Support VIA TELEPHONE \$ _____/HR

Proposers may attach a separate sheet indicating any ADDITIONAL costs if necessary.

Please note if a prompt payment discount is offered.

_____ % @ _____ days