



**ANN ARBOR TRANSPORTATION AUTHORITY  
REQUEST FOR PROPOSAL #2012-04  
FOR:  
RAILROAD STATION FEASIBILITY STUDY &  
ENGINEERING SUPPORT FOR NEPA PROCESS**

---

ISSUING OFFICE:  
ANN ARBOR TRANSPORTATION AUTHORITY  
Michelle Sanders, CPPO, CPPB  
Purchasing Contracts Coordinator  
2700 South Industrial Highway  
Ann Arbor, Michigan 48104  
PH: 734-794-1813  
Fax: 734-973-6338  
Email: [msanders@theride.org](mailto:msanders@theride.org)

## NOTIFICATION TO PROPOSERS

The Ann Arbor Transportation Authority (AATA) invites proposals from qualified and experienced firms ("Prospective Proposers") to provide AATA with a Railroad Station Feasibility Study and Engineering Support for National Environmental Policy Act (NEPA) Process. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal (RFP) attached hereto.

Proposals must be in writing and must be received by AATA **no later than 2:00 p.m., Thursday, February 2, 2012.** Proposals received after the above listed date and time will not be considered, regardless of postmark. Prospective Proposers are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or AATA employees. Proposers responding to this RFP must submit the original and five (5) copies of their proposal clearly marked as follows:

Ann Arbor Transportation Authority  
Attn: Michelle Sanders, CPPO, CPPB  
Purchasing Contracts Coordinator  
2700 South Industrial Hwy.  
Ann Arbor, MI 48104  
**RFP# 2012-04**

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All proposals must contain an original signature by an authorized officer of the company.

All Comments or questions regarding this RFP must be submitted in writing to Michelle Sanders, CPPO, CPPB, Purchasing Contracts Coordinator.

The successful Proposer will be required to comply with all applicable federal, state, and local laws and requirements.

AATA reserves the right to reject any or all proposals for any reason not prohibited by law, to waive information or irregularities to the extent permitted by law in any proposal received and to be the sole judge of the merits of the respective proposals received.

Issued by:  
Ann Arbor Transportation Authority

Michelle Sanders, CPPO, CPPB  
Purchasing Contracts Coordinator

## SECTION 1 INTRODUCTION

### 1.1 OVERVIEW OF SCOPE OF SERVICES

Qualified firms are invited to submit a proposal package for the provision of a Railroad Station Feasibility Study and Engineering Support for National Environmental Policy Act (NEPA) Process as identified in this RFP.

**This is a qualifications based procurement utilizing the Brooks Act procurement methodology.**

### 1.2 PROCURING AGENCY AND CONTRACTING OFFICER

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

Contracting Officer: Michelle Sanders, CPPO, CPPB  
Purchasing Contracts Coordinator  
Phone: 734-794-1813  
Fax: 734-973-6338  
E-mail: [msanders@theride.org](mailto:msanders@theride.org)

### 1.3 Communication

All correspondence and/or contact in regard to any aspect of this solicitation or offers shall be with the Contracting Officer. Bidders and their representatives shall not make any contact with or communicate with **any** members of AATA, or its employees and consultants in regard to any aspect of this solicitation or offers. Communication with any AATA employee or representative other than the Contracting Officer may result in the Bid being rejected.

#### 1.4 SOLICITATION SCHEDULE

The following is the solicitation schedule for this procurement.

<b>Event</b>	<b>Date and Time</b>
Request for Proposal Issued	Thursday, January 5, 2012
On-Line Pre-Bid Meeting	Thursday, January 19, 2012 <b>(more details to follow in addendum #1)</b>
Requests for Clarifications/Questions due	Monday, January 23, 2012 at 12:00 p.m.
AATA Responds to Questions and Clarifications	Friday, January 27, 2012
Proposal Due Date	<b>Thursday, February 2, 2012 at 2:00 p.m.</b>
Proposal Evaluation/Vendor Interview/Contract Negotiation Period	Friday, February 3-Wednesday, February 29, 2012
Anticipated Board Approval	Thursday, March 15, 2012

#### 1.5 PROPOSALS

In order to be considered for award, proposals must be received by the due date and time. Any proposal received after the specified date and time will be returned to the Proposer unopened. The receiving time in the AATA lobby located at 2700 South Industrial Hwy, Ann Arbor, MI 48104 will be the governing time for acceptability of proposals. This RFP does not commit AATA to award a contract. AATA will not pay Proposers for any costs associated with preparing responses to this RFP. AATA reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified Proposers, to award a contract without discussions/interviews or to cancel in part or in its entirety this RFP if it is in the best interests of AATA to do so.

#### 1.6 ORAL PRESENTATIONS

After initial review of proposals received respondents may be required to make oral presentations of their proposals. These presentations provide an opportunity for the respondent to clarify the proposals through mutual discussion. This is not a time to simply review the contents of the proposal but to present to AATA your approach to this Project and the uniqueness of the respondent's team in the meeting the requirements of this RFP. Key members of the respondent's project team must be part of the presentation. If held, the presentations will be a maximum of (1) hour for each presentation, followed by (1) hour for questions and answers.

#### 1.7 BROOKS ACT

This procurement will be conducted using the Federal Government's Brooks Act method. The Brooks Act requires that selection of a vendor to perform feasibility Studies as it relates to construction be done strictly on qualifications alone, with price not being an issue in the

proposers' selection. AATA will base the award on the qualifications of the firms and once a firm has been selected their price proposal will be opened. A price will then be negotiated with the selected firm. If a satisfactory price cannot be negotiated with the most qualified firm, negotiations will be terminated and a new set of negotiations will begin with the next most qualified firm. This process will continue until AATA feels it has achieved a satisfactory price for the work. Sealed prices will only be opened for those firms that are being negotiated with. Price proposals will be returned, unopened, to the individual proposers once a price has been negotiated with the successful proposers.

## 1.8 PRICING

There should be no dollar units or total costs included in the qualifications and scope of work proposal document.

All pricing information is to be submitted in a separately sealed envelope marked **“Railroad Station Feasibility Study & Engineering Support for NEPA Process”**

The responders shall submit a master copy (so marked) and five (5) copies of a dollar cost bid in **a separate sealed** envelope marked as follows:

SEALED DOLLAR COST BID  
PROPOSAL  
FOR  
AATA

Ann Arbor Transportation Authority  
RAILROAD STATION FEASIBILITY STUDY & ENGINEERING SUPPORT FOR NEPA  
PROCESS  
[DATE]

AATA will evaluate the qualifications included in the first sealed package to determine which responders will receive further consideration. Those that do not receive further consideration beyond the qualifications section will have their sealed dollar cost bid returned unopened.

### 1. Total Price and Hours Breakdown

The sealed dollar cost bid should contain all pricing information relative to performing the Project as described in this RFP.

AATA will not be responsible for expenses incurred in preparing and submitting the responder's proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The sealed dollar cost bid should include the following information:

- a. Name of Firm

- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with AATA.
- c. Pricing:
  - Lump sum fee.
  - Complete fee schedule. Please include any escalation values for 2012 and 2013.
  - Include the attached Bid Form – filled out completely.

## 2. Rates for Additional Professional Services

If it should become necessary for AATA to request the responder to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this Project, then such additional work shall be performed only if set forth in an addendum to the contract between AATA and the firm. Any such additional work agreed to between AATA and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

**SCOPE OF SERVICES  
FOR A RAILROAD STATION  
FEASIBILITY STUDY and  
ENGINEERING SUPPORT FOR NEPA PROCESS**

**WALLY Commuter Railroad Project  
in Washtenaw and Livingston Counties**

**PROJECT LOCATION:**                    **Between the City of Howell in Livingston County and  
the City of Ann Arbor in Washtenaw County**

**Project Manager:**                    Michael Benham  
Ann Arbor Transit Authority (AATA)  
2700 South Industrial Highway  
Ann Arbor, MI 48104  
Phone: 734-794-1851  
Cell: 734-395-8959  
Email: [mbenham@theride.org](mailto:mbenham@theride.org)

**I. PROJECT BACKGROUND**

The Washtenaw – Livingston Line (WALLY) Commuter Rail Project has its roots in a coalition of local public and private organizations in Washtenaw and Livingston counties who came together to work with the Michigan Department of Transportation (MDOT) to address congestion and safety problems on the US-23 Corridor. US-23 functions as the primary corridor for commuting between Ann Arbor, Brighton, Howell, and local townships, all of which have realized significant recent population growth.

Local and county governments, regional transportation agencies, elected officials, business, and community organizations created the US-23 Coalition to improve mobility and safety on US-23. The Coalition initially focused on expanding highway capacity on US-23, and later began to explore other transportation alternatives to reduce congestion and crashes in the near-term.

Much of the project planning has taken place under the auspices of the WALLY Coalition, which led the creation of the WALLY Business Plan published in the summer of 2007. This plan set forth service operating parameters and estimated the costs for both operations and capital investment requirements.

The WALLY Coalition hired the consulting firm of RL Banks and Associates to validate preliminary Business Plan estimates. This technical review resulted in some significant changes to some of the capital cost estimates, and provided a series of recommendations for continuing to move the project forward. The RL Banks study, entitled “Washtenaw Livingston Rail Line (WALLY) Technical Review: Final Report and Revised Business Plan”, was published June 26, 2008 (with corrections to Subtask 2.3 “Track, Signal and Grade Crossing” made on August 11,

2008). This document provides the basis for cost estimates, ridership demand, and other technical details of the WALLY service, including proposed commuter rail stations, and can be found at <http://www.aata.org/wally.asp>.

The WALLY project involves the start-up of demonstration commuter rail passenger service on existing freight-only tracks owned by the Michigan Department of Transportation (MDOT). The Great Lakes Central Railroad (GLCRR) currently provides freight service on these tracks, under an agreement with MDOT. A detailed map can be viewed on the following page.

The proposed demonstration service is anticipated to operate eight passenger trains per weekday (four in each direction) between the cities of Howell and Ann Arbor, with intermediate station stops planned at Hamburg, Genoa and Whitmore Lake. A “Phase II” service is envisioned that would extend service to downtown Ann Arbor and to the University of Michigan Athletic Campus on tracks owned by the Ann Arbor Railroad (AARR).

Some work needed to support the WALLY service has already been completed or is well underway. This includes the following:

- Rehabilitation of 27 miles of track, which includes ties, ballast, surfacing, minor spot replacement of the tracks, culvert improvements, and grade crossing improvements. This work was undertaken and completed during the summer and fall of 2010
- Construction of an additional siding at Osmer (located five miles north of Ann Arbor) to provide for midday train storage – not scheduled
- Rehabilitation and lease of commuter rail cars – completion expected in 2011

Additional work needed, but yet to be undertaken, includes the following:

- Signal upgrades at all public crossings to accommodate commuter rail service on the existing rail line.
- The construction of an existing overnight storage track located on Oak Grove Road, six miles north of Howell, by moving an existing track approximately 10 ft. eastward. A new maintenance facility will also be constructed at the Oak Grove site.
- Signal work at the AnnPere crossing (where the MDOT tracks cross the CN)
- Station Construction

Commuter service cannot take place until a trackage rights agreement is negotiated between the AARR and the operator, and after necessary capital improvements are identified and completed. Also, the liability concerns of the AARR will have to be addressed before they can be expected to get involved as a willing partner. Extension of the service onto the AARR will make it possible to more directly serve the downtown Ann Arbor market, as well as provide convenient service to special events such as University of Michigan football games and the Ann Arbor Art Fairs. As demand grows, WALLY will expand service on weekdays and implement weekend services.



Remaining planning, development, and capital costs for construction are currently estimated at \$19 - \$25 million. These funds will be utilized to replace and rehabilitate track, make signal improvements to accommodate commuter rail service, rehabilitate and construct stations, provide parking facilities, construct or rehabilitate day time maintenance facilities and acquire all equipment (e.g. ticketing machines) needed to provide commuter rail service.

AATA is the lead agency for the design and construction of commuter rail stations and the development and implementation of commuter rail services. AATA is working with local jurisdictions, a private developer and other members of the WALLY Coalition to select commuter station sites.



## II. SCOPE OF SERVICES

### Introduction / Overview

The Scope of Services consists of providing engineering and design services for WALLY Commuter Rail stations. The effort that is the subject of this RFP is intended to:

- Provide the information needed to finalize station locations
- Provide up-to-date, more accurate cost estimates for all stations.
- Generate station related information for input into an Environmental Assessment to be performed by others
- Develop, if possible within the project budget, station design documents that can be used to competitively procure station design-build services.

The several tasks to be performed as part of this project shall be grouped into specific phases as shown below:

Phase 1	Phase 2	Phase 3
Location Studies	Alternate 1: 10% Designs	Central Ann Arbor Stations
	Alternate 2: 30% Designs	

The AATA intends to authorize each phase under a separate Notice to Proceed. The Consultant will be required to meet with the AATA and other stakeholders at a scope verification meeting prior to submitting a price for each phase and/or task. The AATA reserves the right, at its sole discretion, to authorize any phase or task, or to create or modify additional tasks within each phase of the project related to the phase listed in this scope. The AATA may elect to not authorize any phase or task listed in this RFP.

The scope verification meeting will be at the AATA offices in Ann Arbor, or at a location designated by the AATA. The intent of this meeting is to provide the Consultant, the AATA and other stakeholders an opportunity to share timeframes, details and ideas on how to approach the work, as well as clarifying any area in this scope. The consultant will provide a price proposal and an anticipated schedule of work to the AATA within one week after the scope verification meeting.

There are currently seven planned or potential WALLY stations under active consideration. Work performed to date suggests that the locations of two WALLY stations are fairly well-defined and without issues, while several other WALLY station locations are indeterminate for various reasons. A station by station synopsis is below:

- **Howell** – Station location is established and feasible. No alternatives are under consideration.
- **Genoa** – At least two locations have been identified in Genoa Township
- **Hamburg** – a number of potential station sites have been identified, including one site that has been endorsed by the Township Planning Commission. Several other sites offer

improved access from the surrounding communities, and may be preferable to the currently-endorsed site.

- **Whitmore Lake** (Eight Mile Road) - Station location is established and feasible. No alternatives are under consideration.
- **Barton Road, Ann Arbor** – The basic site is agreed upon, but topographical and ownership issues raise questions about the precise location of the station relative to milepost 47.5, which is where track ownership changes from the State of Michigan to the Ann Arbor Railroad (AARR).
- **Downtown, Ann Arbor** – A station site on the AARR between Washington and Liberty has been identified as likely to be the most desirable downtown location, although other possible sites exist, including areas between Washington and William, and between Washington and Huron. All downtown Ann Arbor sites are on the Ann Arbor Railroad and, as a result, further work developing a site is contingent upon gaining the cooperation of the AARR. The Downtown Ann Arbor Station work is part of Phase III of this RFP.
- **Stadium Vicinity, Ann Arbor** – The stretch of right-of-way between Hoover and East Stadium Blvd has been identified as a desirable location for a possible revenue stop for either South Campus in general or specifically to serve the athletic campus during game times. The viability of this site is also contingent on AARR involvement. The Stadium Vicinity Station work is part of Phase III of this RFP.

The Ann Arbor Transportation Authority (AATA) and the WALLY host communities have varying levels of information on potential station sites. Key information is provided below in “Section III: Station Information” and additional information is likely to be available from the host communities.

### **Phase I – Location Studies**

The purpose of Phase I is to provide the information needed to finalize station locations at Hamburg, Genoa and Ann Arbor, and to confirm the viability of station locations already identified at Howell and Whitmore Lake. The stations to be examined in Phase I are: Howell, Hamburg, Genoa, Whitmore Lake and Barton Road / Ann Arbor.

“Station” is intended to include boarding platforms, shelters, parking, access drives for cars and transit vehicles, pathways for pedestrians and bicycles, lighting, and any other elements called for in the WALLY Station Design Checklist.

Where a single site has been identified as the appropriate location for a station (Howell, Whitmore Lake), the consultant will confirm the viability of the site or recommend that the site not be used for a station. Where multiple locations have been identified for a station (Ann Arbor / Barton Road, Hamburg, Genoa) the consultant will do a comparative analysis of the sites and recommend the optimal site for the station, or recommend that none of the identified sites are feasible.

The consultant shall propose evaluation criteria for determining the optimal station sites. In general, criteria shall be established to address at least the following questions:

- Do site conditions (for example, topography, soils, utilities, etc.) allow the construction of a station at a reasonable cost?
- Is the size and layout of the site sufficient to include all needed elements, including room for future expansion?
- Can station elements be laid out on the site in a way that allows for efficient operation of the station, especially in terms of access by car, pedestrian or transit?
- Will construction on the site have any adverse environmental impacts (as defined by NEPA) and what mitigation measures, if any, are available to incorporate into the design?
- Will state or federal regulators (particularly the Federal Railroad Administration) have any problems with the site?

Based on application of the evaluation criteria, the consultant will recommend specific locations for each station, or recommend that none of the identified sites are suitable for a station. The recommendation will note existing problems that may be present at each recommended location, particularly with respect to meeting NEPA requirements.

Whether or not used in the evaluation, the following minimum information must be collected and documented for each recommended / confirmed site:

1. A to-scale plan view of the station footprint overlaid on aerial photography
2. Current railroad ROW boundaries
3. Parcel boundaries for all property incorporated into the station site and for all parcels contiguous to the station site.
4. Locations of utilities needed for the station
5. Appraised value of any parcels incorporated into the station site which are not owned by the host community
6. Description of existing conditions for each recommended site (include photographic diary to document existing conditions)
7. Development of preliminary site layouts including geometric features, parking areas, platform layout, etc., as needed to conduct the evaluation

## **Phase 2 – Station Design**

Phase 2 is intended to produce the most detailed station plans possible taking into account project budget constraints. Before authorizing work under this phase, a scope verification meeting will be held to determine what level of design (10% or 30%) can be supported by remaining resources for this project.

### Alternate 1 - 10% Station Design

The purpose of Phase 2 – Alternate 1 is to create station site plans (10% design) to support planning, cost estimation, and environmental documentation for the following stations: Howell, Hamburg, Genoa, Whitmore Lake, and Barton Rd. (Ann Arbor). The site plans are anticipated to include the following elements as needed for each site:

1. Geometric footprint for each station

2. Platform and station location
3. Platform accommodations and access
4. Vehicle parking
5. Bus access
6. Bus lanes
7. Kiss-n-ride locations
8. Bicycle parking
9. Turning movements
10. Ortho-photography and GIS data provided by Washtenaw County, also including landmarks, street names, topological features, property boundaries, mapped wetlands, floodplains and hazmat sites.
11. Identification of right-of-way needs
12. Identification of existing utilities available to the station sites
13. Station conceptual drawings
14. Preliminary Utility Information
15. Inclusion of features intended to accomplish environmental conservation objectives, using LEED standards as a guide. (As part of this task, we would like the consultant to evaluate the potential for LEED certification of any or all stations)

The work will include developing quantities and capital cost estimates and preparing design criteria. Design criteria have been adapted from the AA-Detroit Commuter rail study (included as Appendix A. Plans will be prepared at 50 scale, so that 1 inch=100 ft when plotted at 11X17. Deliverables are anticipated to include:

1. Plans: 4 sets 11X17 black and white and pdf for review
2. Plans: 10 sets 11X17 color and pdf final
3. Plans: CAD files in original dgn format
4. Station Concept Report: pdf for review
5. Station Concept Report: 10 copies and pdf for review

The Consultant will perform project management services to manage the work included in this scope. Services will include the preparation of reports and invoices and attendance at one kickoff meeting. The Consultant will participate in regular project meetings, which will be held in Ann Arbor, Howell or communities where commuter rail service will be provided.

#### Alternate 2 – 30% Preliminary Station Design Plans

Prepare 30% design documents including plans, specifications, calculations, and estimates to support design-build procurement. The 30% design plans will be prepared for the station sites at:

1. Howell
2. Hamburg
3. Genoa
4. Whitmore Lake
5. Barton Rd, Ann Arbor

The design work for each site will include:

1. Detailed topographic survey
2. Property boundaries and utilities location
3. Geotechnical exploration (soil borings) and site geotechnical report
4. Hydrology analysis for final design drainage requirements
5. Right-of-Way acquisition documentation
6. Design criteria document for final design
7. Site plans and sections
8. Details for typical and standard construction elements
9. Engineer's estimate of construction costs
10. Utility Information

The design elements will include platforms, shelters, platform lighting, signage, drainage, roadway modifications, sidewalks, parking, lighting for parking, kiss-n-ride locations, bicycle facilities, pedestrian, and bus access. The design elements will incorporate context sensitive solutions and comply with all ADA requirements.

Plans will be prepared at 50 scale, so that 1 inch=100 ft when plotted at 11X17. Submittals will be made at 15% and 30% levels. Deliverables will include:

1. Plans: 4 sets 11X17 black and white and pdf for review
2. Plans: 10 sets 11X17 color and pdf final
3. Plans: CAD files in original dgn format
4. Station Concept Report: pdf for review
5. Station Concept Report: 10 copies and pdf for review

The Consultant will prepare a cost proposal and schedule of work for the completion of the tasks as outlined in Phase 2. Completion of Phase 2 activities will be based on the availability of funds.

### **Phase 3 - Evaluation of Potential Ann Arbor Commuter Rail Station Sites**

The Consultant will work with AATA, the City of Ann Arbor, the Ann Arbor Downtown Development Authority, the University of Michigan, WALLY supporters, and other interested stakeholders in evaluating the feasibility of locating one or two stations in the Downtown/Stadium areas of Ann Arbor.

The Consultant is invited to submit a plan as part of their proposal for identifying and selecting preferred station sites. The plan shall include a work breakdown structure, proposed budget for the completion of this task, and a task completion schedule. Completion of Task 3 will be dependent on the availability of funds.

(Notes: Besides providing links to the R L Banks study, we should provide a link to the website for background information, and other important information that you believe a bidder would need to know to provide a complete proposal.)

## **All Phases**

Additional tasks to be conducted under ALL Phases include:

1. Conducting coordination meetings with a study Steering Committee consisting of AATA, MDOT, federal agencies, and host communities to gather necessary data and discuss potential alternatives. The consultant will create an agenda in advance of each meeting and will produce notes describing significant decisions and action items. The Consultant shall also distribute the approved minutes to all meeting attendees.
2. Presenting final results to the WALLY Coalition at one or more of its regular meetings
3. Requesting utility information and identifying significant utility conflicts
4. Preparation of documents, presentation boards and/or PowerPoint presentations for Steering Committee meetings and the WALLY Coalition meeting.
5. Preparation of a Phase final report. This report shall be issued in draft form to the study Project Manager, who will review it for acceptability. If acceptable, the report will be distributed to the Steering Committee for review and comment. When all comments have been incorporated by the consultant to the satisfaction of the Project Manager, that report shall be deemed “final”.
6. Any other tasks that the consultant deems necessary to fulfill the intent of the scope of work.

## **III. STATION INFORMATION**

Stations will each include boarding platforms, lighting, and shelters. Other than Ann Arbor, stations will also include parking.

### **1. Howell Station**

- a. The Howell Station is anticipated to be near a existing historic station in Howell. Howell’s proposed station is about two blocks northwest of the heart of downtown Howell, along Wetmore Street between Walnut and Center. There is an existing depot structure adjacent to the track that is home to the Howell Area Historic Society’s Depot Museum. The City of Howell may seek to use of part of the structure as a waiting room for rail passengers and perhaps for ticket sales, but that is not final. For this study, it should be assumed that the historic structure will NOT be used, but that high-level cost estimates for use of that structure should be developed.
- b. A platform would be constructed on land adjacent to the tracks, owned by MDOT.
- c. Of the total 350-car parking requirement for the Howell station, about 150 spaces will be provided on City-owned land directly adjacent to the station. Another 200 spaces may be provided on nearby parcels.

### **2. Genoa Township Station**

- a. There are two sites are under consideration in Genoa Township.
- b. Genoa Station Site A is a church located at the intersection of Chilsen and Brighton Roads.
- c. Parking is located adjacent to the tracks, and the church has indicated a willingness to offer its parking for commuter use. The church currently has 140 parking spaces



which are striped and paved. It is believed that 250 additional parking spaces would be needed, and providing additional parking at this location may be a significant issue.

- d. 4F properties are thought to surround Site A making expansion for parking a difficult option
- e. There are concerns with having a train station near a daycare center located at the church.
- f. Genoa Station Site B is located on the southern edge of the Township
- g. The funding source for construction of the station has not been identified at this time.

### **3. Hamburg Station**

- a. Three potential sites have been identified in Hamburg.
- b. The Hamburg Township Village Master Plan (2007, McKenna Associates) investigated two potential train station locations: one in the historic town center at Hamburg Road, and another at Merrill Road. The Hamburg Road location has been discussed as a likely location for transit-oriented development when market conditions are right.
- c. AATA staff have identified another possibility that might reduce the size of the local funding commitment needed to create a station in Hamburg. Zukey Lake Tavern is a private restaurant located next to the GLCRR tracks with excellent access from M-36. The restaurant has 150 paved, striped parking spaces that are directly adjacent to the tracks. AATA staff and the Hamburg supervisor have had preliminary discussions with the owners of the restaurant to learn if there is an interest in sharing the parking for commuter use.
- d. The funding source for construction of the station has not been identified at this time.

### **4. Whitmore Lake Station**

- a. A private developer, Beck Development, has acquired a 25-acre parcel adjacent to the tracks at 8 Mile Road and the GLCRR tracks.
- b. Beck has indicated a willingness to build a station and parking and lease it back to AATA.
- c. The balance of this site would be developed as a transit-oriented development (TOD)
- d. Beck Development has the necessary approvals from Northfield township.

### **5. Ann Arbor Station**

- a. The general location of the Ann Arbor Station is near the intersection of Barton Road and Plymouth Rd. This station is anticipated to be built near Mile Post 47.5.
- b. The tracks north of MP 47.5 are owned by the GLCRR. The tracks south of MP 47.5 are owned by the Ann Arbor Railroad (AARR). Trackage rights and liability issues would need to be resolved if the station was located on the AARR's property.
- c. The topography would indicate that the station would better fit into the area just south of MP 47.5.
- d. The Ann Arbor station is expected to be serviced by buses without a parking area.
- e. Buses that provide distributor service at the station will be provided by the Ann Arbor Transportation Authority. Buses are anticipated to be staged on nearby streets and scheduled to meet trains as they pull into the station locations. The buses will stop on

city-owned Plymouth Road to board passengers. Bus pullouts, may be required to service the station.

Work shall conform to current MDOT, FHWA, FRA, FTA, AASHTO, AREMA (American Railroad Engineering and Maintenance of Way Association), and CN practices, guidelines, policies, and standards (i.e., Road Design Manual, Bridge Design Manual, Standard Plans, Drainage Manual, Roadside Design Guide, A Policy on Geometric Design of Highways and Streets, Michigan Manual of Uniform Traffic Control Devices, etc.).

#### **IV. PROJECT SCHEDULE**

Shown below are estimates of the desired time-to-complete for each task.

<b>Task</b>	<b>Dates</b>
Phase I	Within 90 days of Phase I Notice to Proceed
Phase II	Within 90 days of Phase II Notice to Proceed
Phase III	Within 90 days of Phase III Notice to Proceed

#### **V. FORMAT OF DELIVERABLES**

A project report will be written at the end of each phase documenting the consultant's designs, findings and recommendations. This report shall first be issued as (and clearly marked as) a Draft version. The report shall then be finalized based on the comments of the AATA Project Manager. Any Draft document that is incomplete, or that cannot be properly reviewed because of missing, disorganized or inaccurate contents, will be returned to the consultant, who shall re-submit the document as a Draft when it is complete, properly organized and accurate. The report shall then be issued in its Final form, taking into account the comments made.

The Draft and Final Reports shall be presented on regular letter size paper (8½" x 11") with the exception of maps, sketches and diagrams which may be on 11" x 17" paper (and folded to match the 8½" x 11" paper). This report shall be provided to AATA as a Microsoft Word document and shall also be saved in an Adobe Acrobat file format. The consultant shall maintain an FTP site from which deliverables may be downloaded by the AATA Project Manager and the Steering Committee. Graphic images (photos, maps, drawings) shall also be provided, separately, as files in a format native to the application that was used to produce the documents, and also as high resolution jpeg images. Any spreadsheet and/or database files containing source data shall also be provided to AATA.

All project related items are subject to review and approval by the Project Manager.

## **VI. TRAFFIC CONTROL AND MDOT AND CN PERMITS**

The Consultant shall be responsible for all traffic control required to perform the tasks as outlined in this Project Scope of Services.

The Consultant shall be responsible for obtaining up to date access permits and pertinent information for tasks in MDOT or local jurisdiction Right-of-Way (ROW).

The Consultant shall be responsible for obtaining any GLC or AARR Permits and Railroad Flagging for work on railroad ROW.

## **VII. MAJOR UTILITIES**

The Consultant shall be responsible for obtaining and showing on the plans the location and names of all existing utilities within the limits of the project for all practical alternatives. In addition, the Consultant shall be responsible for any analyses and consequences of the proposed action on surface and groundwater resources.

## **VIII. VENDOR RESPONSIBILITIES (GENERAL)**

Meet with the AATA Project Manager to review project information, location of data sources and contact persons. The Consultant shall review and clarify project issues, data needs and availability, and the sequence of events and team meetings that are essential to complete the design by the project plan completion date. Attention shall be given to critical target dates that may require a large lead time.

1. The Consultant will review and document conformance for each improvement alternative, as per design standards, and recommendation. Identify areas where standards cannot be met, give justification and documentation as to the reason.
2. The Consultant will document and identify locations of possible environmental issues, including existing soil conditions which may impact the project, and estimate the cost of treatment.
3. The Consultant will incorporate any AATA identified and/or approved (if approved, include copy of AATA approval) local needs/requests into study.
4. The AATA Project Manager shall be the official contact person for the Consultant. The Consultant must either address or send a copy of all correspondence to the Project Manager. This includes all Subcontractor correspondence and verbal contact records. The Project Manager shall be made aware of all communications regarding this project.

5. The Consultant shall contact the Project Manager whenever discoveries or design alternatives have the potential to require changes in the scope, limits, quantities, costs, or right-of-way of the project.

**IX. AATA RESPONSIBILITIES (GENERAL)**

1. Work with Consultant to schedule and/or conduct the Project related meetings.
2. Coordinate activities that require AATA personnel.
3. Furnish existing information for each station area.
4. Furnish ROW maps of the project area, if available. The AATA will provide details on the available ROW information at the scope verification meetings.

**ATTACHMENTS / APPENDICES**

- APPENDIX A: Ann Arbor – Detroit Regional Rail Project - Rail Station Design Criteria (dated 4-05-10)
- APPENDIX B: WALLY Station Design Elements Checklist
- APPENDIX C: Detailed Station Information

## SECTION 3 INSTRUCTIONS TO PROPOSERS

### 3.1 ACCEPTANCE PERIOD

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

### 3.2 OFFEROR COMMUNICATIONS AND REQUEST

- A. All correspondence and/or contact concerning any aspect of this solicitation or offers shall be with the Contracting Officer. Offeror's and their representatives shall not make any contact with or communicate with any members of AATA, or its employees and consultants, other than the Contracting Officer concerning any aspect of this solicitation or offers. Offeror's may be disqualified if any unsolicited contact related to this solicitation is made with an employee or representative of AATA other than the Contracting Officer.
- B. At any time during this procurement up to the time specified, Offeror's may request in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified items and for any brand names. Such written requests shall be made to the Contracting Officer. The Offeror making the request shall be responsible for its proper delivery to AATA. AATA will not respond to oral. Any request for a change to any requirement of the contract documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by the AATA in the form of addenda only. Only written responses provided as addenda shall be official and no other forms of communication with any officer, employee or agent of the AATA shall be binding on AATA.
- C. The Offeror's Request for Clarifications must be received by **Monday, January 23, 2012 at 12:00 p.m.**
- D. If it should appear to a prospective Offeror 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 Offeror shall submit a written request for clarification to the AATA within the time period specified.

### 3.3 ADDENDA TO THE RFP

- A. AATA reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. AATA shall provide copies of addenda to all prospective Offeror's officially known to have

received the RFP. Prospective Offeror's, or their agents, shall be responsible to collect the addendum at the address provided or receive the same otherwise. Failure of any prospective Offeror to receive the notification or addendum shall not relieve the Offeror from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addenda issued shall become part of the RFP. Offeror's 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 AATA's sole option disqualify the proposal. Offeror's must notify AATA promptly in writing of any address changes.

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

### 3.4 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING

- A. Proposals stating conditions, exceptions, reservations or understandings (hereinafter deviations) relating to the RFP may be rejected.
- B. Any and all deviations must be explicitly, fully and separately stated in the proposal by setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and evaluated by AATA. All deviations not found to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures, but may result in the Offeror receiving a less favorable evaluation than without the deviation.

### 3.5 AUTHORIZED SIGNATURES

Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work and services. Upon request of AATA, 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 AATA, 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 REQUIREMENTS FOR RFP RESPONSE

A. Letter of Transmittal

The Letter of Transmittal shall be addressed to Michelle Sanders, CPPO, CPPB, Purchasing Contracts Coordinator and must, at a minimum contain the following:

1. Identification of the offering firm(s), including name, address and telephone number.
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 90 days from the date of submittal.
5. Signature of person authorized to bind the offering firm to the terms of the proposal.

B. Qualifications and References

1. Describe the company, its age, number of employees and office location(s).
2. Submit information concerning manufacturing capabilities and inventory capacity.
3. Provide three references from previous or current clients with a similar scope of service as AATA. Include the clients name, address, contact person, and telephone number, and the type of services provided.

3.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

An Offeror may withdraw the entire proposal already received prior to the Proposal Due Date by submitting a written request for withdrawal executed by the Offeror's authorized representative. After the proposed Due Date, a proposal may be withdrawn only if AATA 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 an Offeror to submit another proposal within the time set for receipt of proposals.

This provision for modification and withdrawal of proposals may not be utilized by an Offeror as a means to submit a late proposal and, as such, will not alter AATA's right to reject a late proposal.

### 3.8 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

#### A. General Information

1. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described in this section. Subject to AATA's right to reject any or all proposals, the Offeror will be selected whose proposal is found to be most advantageous to AATA, based upon consideration of the criteria. During the initial review of proposals, AATA reserves the right to request clarification of minor issues from any Offeror to assure a complete understanding of their offer and to adjust any evaluations made with incorrect or unclear information.
2. AATA will consider all the material submitted by the Offeror and related evidence AATA may obtain to determine whether the Offeror is capable of and has a history of successfully completing contracts of the type solicited. A clear and complete response to the solicitation is critical so that the evaluation team may adequately understand all aspects of the proposal.
3. Offeror'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 AATA. Refusal to provide requested information may cause the proposal to be rejected.
4. The evaluation team will make such investigations as are considered necessary for complete evaluation. The evaluation panel will employ those evaluation criteria set forth in this solicitation or in addenda that may be issued. The evaluation criteria shall be deemed to include any unstated sub criterion that logically might be included within the scope of the stated criterion.
5. AATA reserves the right to select proposals that are in a competitive range, conduct discussions, and request Best and Final Offers. AATA also reserves the right to make an award without discussions or requesting Best and Final Offers.

#### B. Opening of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential, as allowed by law, throughout the evaluation, negotiation and



selection process. Only the members of the evaluation team and other AATA officials, employees and agents that have a legitimate interest will be provided access to the proposals and evaluation results during this period.

C. Evaluation Criteria

The proposal will be evaluated for the following factors:

1. Qualifications, Related Experience, and References:

The qualifications of the Proposer with appropriate license will be evaluated in terms of relevant experience in performing work of a similar nature, experience with a minimum of three projects, strength and stability of the firm; capacity to perform the required services, minimum of five (5) years as a corporation, and assessment by client references. Relevant experience must include:

- Evidence of the firm's experience designing commuter rail stations, including an indication of whether the design work led to construction and operation of a station. Statements regarding a firm's experience shall indicate whether the individual(s) responsible for past station designs will in fact be assigned to this project.

- Evidence of the firm's experience working in a railroad environment, and the firm's understanding of, and experience with, railroad safety requirements and procedures

2. Proposed Project Team and Organization:

The organizational structure of the Proposer will be evaluated in terms of its effective use of personnel, relevant experience and time commitment of key personnel, especially the designated Project Manager and sub-consultants (if applicable), logic of project organization; adequacy of labor commitment and resources; capability to reallocate resources as needed to meet project schedules.

3. Detailed Work Plan and Schedule:

The work plan will be evaluated to demonstrate the Proposer's understanding of project scope and funding limitations; work schedule; logic, clarity, specificity, and overall quality.

D. Evaluation Procedure

**Step 1:** The evaluation procedure will be a three-step process. 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.

**Step 2:** AATA may interview the top three proposers. 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 and ensure a mutual understanding of the Project. All key members of the Project will be required to attend.

**Step 3:** AATA will initially open the cost proposal for the most technically qualified firm to negotiate and establish fair and reasonable compensation for Railroad Station Feasibility Study and Engineering Support services. If a fair and reasonable price cannot be negotiated, the firm will be eliminated from consideration for contract award. AATA will then open the cost proposal of the next most technically qualified firm and negotiate to arrive at a fair and reasonable price. This process will continue until AATA is able to negotiate a fair and reasonable price with a qualified firm. Upon award all unopened cost proposals will be returned to vendors.

1. AATA may conduct discussions with all Offerors. The extent of discussions/demonstrations will vary with the nature and the quality of the proposals. The basic purposes of the discussions are to review any shortcomings or deficiencies in the proposal, to discuss any listed deviations or exceptions, to clarify any information or questions the evaluation team may have concerning the proposal.
2. Evaluations will be made in strict accordance with all of the evaluation criteria and procedures. AATA will select for any award the highest ranked proposal from a responsible, qualified Offeror, which does not render this procurement financially infeasible, and is judged to be most advantageous to AATA based on consideration of the Evaluation Criteria.

#### E. Confidentiality of Proposals

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

proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

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

### 3.9 RESPONSE TO PROPOSALS

#### A. Notice of Award

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

#### B. Notice to Unsuccessful Proposers

1. AATA will inform unsuccessful Proposers who were within the competitive range at the time negotiations closed of the following information:
  - a. The number of prospective Proposers solicited by AATA.
  - b. The number of proposals AATA received.
  - c. The name of the successful Proposer.

2. AATA will try to give the notice under this paragraph promptly after contract award. AATA's failure to give that notice shall not be deemed to affect the validity of the contract.

C. Acceptance/Rejection of Proposals

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

D. Single Proposal Response

If only one proposal is received in and it is found by AATA to be acceptable, a detailed price/cost proposal may be requested of the single Offeror. A price or cost analysis, or both, possibly including an audit, may be performed by or for AATA of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Offeror 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 Offeror's Offer. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Offeror's performance should cost. A cost analysis is generally conducted to determine whether the Offeror 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 AATA to accept such a single proposal; and AATA may reject such proposal at its sole discretion.

E. Cancellation of Procurement

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

## 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 AATA 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 AATA. 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 AATA 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 AATA. At this time, a detailed modification shall be executed in writing by both parties.

### 4.3 RESERVED RIGHTS OF AATA IN SOLICITATION PROCESS

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

- A. AATA reserves the right to rank firms and negotiate with the highest ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- B. AATA reserves the right to select the proposal that it believes will serve the best interest of AATA.
- C. AATA reserves the right to reject any and all proposals.
- D. AATA reserves the right to remedy or waive technical or immaterial errors in the RFP.

- E. AATA reserves the right to request any necessary clarifications or proposal data without changing the terms.
- F. AATA reserves the right to make selection of the Proposer to perform the services required based on the original proposals without negotiations.
- G. AATA reserves the right to 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 AATA 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 AATA directed to the Chief Executive Officer, 2700 South Industrial Hwy, Ann Arbor, MI. 48104. Failure To Comply With Any Of The Requirements May Result In Rejection Of The Protest.

##### B. Protest Before Proposal Opening

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 AATA alleging a violation of applicable federal, state law and/or AATA 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 AATA alleging that AATA 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 Executive Director 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 AATA 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 AATA 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 AATA 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 AATA 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 AATA. 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 AATA.
  - 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.
- D. All policies of insurance presented, as proof of compliance shall be on forms and with insurance companies approved by AATA. 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

AATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in AATA'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 AATA to be paid. If the Contractor has any property in its possession belonging to AATA, the Contractor will account for the same, and dispose of it in the manner AATA 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, AATA may terminate this contract for default. AATA 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

AATA 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

AATA 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 AATA's satisfaction the breach or default, within ten (10) calendar days after receipt by Contractor of written notice from AATA, AATA 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 AATA 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 AATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by AATA shall not limit AATA'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 AATA. 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 Executive Director. 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 AATA, 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 as upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as the practices, program, and employment statistics of each subcontractor as well as the contractor themselves, and said contractor will permit access to their books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
- H. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based

upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

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

## 5.5 PARTIES TO THE CONTRACT

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

## 5.6 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.

## 5.7 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 AATA. Any required consent will not be unreasonably withheld or delayed.

## 5.8 INDEMNIFICATION

- A. The Contractor shall, to the extent permitted by law (1) protect, indemnify and save AATA 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 AATA 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 AATA 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. AATA 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. AATA 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 AATA's immunities or liability limits provided under applicable state or federal law.

#### 5.9 PROHIBITED INTEREST

No member, officer, or employee of AATA 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.

#### 5.10 CONFLICT OF INTEREST

- A. The Contractor, by entering into the Contract with AATA, 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 AATA and take action immediately to eliminate the conflict or to withdraw from this Contract, as AATA may require.
- B. The Contractor also certifies that to the best of its knowledge, no AATA 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 AATA 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 AATA 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.

#### 5.11 LIMITATION OF LIABILITY

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

#### 5.12 LAWS GOVERNING CONTRACT

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

#### 5.13 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 AATA. The Contract supersedes all prior representations, understandings, and communications. The validity in whole or in part of any term or condition or the Contract shall not affect the validity of other terms or conditions. AATA'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 AATA's right to such performance, or to future performance, of such term or condition b the Contractor, and Contractor's obligation for performance of that term or condition shall continue in full force and effect.

#### 5.14 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.

## 5.15 NO OBLIGATION BY THE FEDERAL GOVERNMENT

AATA 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 no a party to this Contract and shall not be subject to any obligations or liabilities to AATA, Contractor, or any other party (whether or not a part to that Contract) pertaining to any matter resulting from the underlying Contract.

## 5.16 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.

## 5.17 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 AATA is the FTA Recipient or a subgrantee of the FTA Recipient, the Contractor agrees to provide AATA, 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 AATA 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 except that the materials described above shall also be available prior to any award and materials relating to Service and Parts. 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.

#### 5.18 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.

#### 5.19 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 AATA requests that would cause AATA to be in violation of the FTA terms and conditions.

#### 5.20 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 AATA 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.

## 5.21 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.

## 5.22 DISADVANTAGED BUSINESS ENTERPRISES PROGRAM

- A. The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CRF Part 26 in the award and administration of DOT assisted 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 AATA deems appropriate.
- B. If a specific DBE goal is assigned to this contract, it will 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, AATA 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 AATA 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. AATA 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 AATA. 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.

#### 5.23 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, AATA may pursue available remedies, including suspension and/or debarment.
- C. The prospective participant shall provide immediate written notice to AATA 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 AATA 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 AATA.
- 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, AATA may pursue available remedies including suspension and/or debarment.

#### 5.24 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 AATA 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.

#### 5.25 BUY AMERICA

- A. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.1. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60% domestic content.
- B. A Bidder or Offeror must submit to the Buy America form included in this document. Proposals that are not accompanied by a completed Buy America

certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

#### 5.26 ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### 5.27 CLEAN AIR

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

#### 5.28 CLEAN WATER

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

SECTION 6 - REQUIRED FORMS AND CERTIFICATIONS

6.1 ADDENDA

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

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

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

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

\_\_\_\_\_  
(Name of Individual, Partnership or Corporation)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Authorized Signature) (Title)

\_\_\_\_\_  
(Date) (Telephone)



6.2 AGREEMENT OF GOODS and SERVICES

TO: Ann Arbor 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.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone: \_\_\_\_\_

For (Company): \_\_\_\_\_

Address: \_\_\_\_\_

6.3 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)  
the \_\_\_\_\_ has authority under State and local law to comply with the  
(entity)  
subject assurances and that the certification above has been legally made.

\_\_\_\_\_

## 6.4 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 AATA.

## 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

**DISCLOSURE OF LOBBING ACTIVITIES**

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

<p>1. Type of Federal Action: (circle one)</p> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p>2. Status of Federal Action: (circle one)</p> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>
<p>3. Report Type: (circle one)</p> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p>For Material Change Only:          year _____ quarter _____          date of last report _____</p>	<p>4. Name and Address of Reporting Entity:</p> <p>Prime</p> <p>Sub-awardee</p> <p>Tier _____, <i>if known:</i>          Congressional District, <i>if known:</i></p>
<p>5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, <i>if known:</i></p>	<p>6. Federal Department/Agency:</p>
<p>1. Federal Program Name/Description:          CFDA Number, <i>if applicable:</i> _____</p>	<p>8. Federal Action Number, <i>if known:</i></p>
<p>9. Award Amount, <i>if known:</i></p> <p>\$ _____</p>	<p>10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):</p> <p>b. Individual Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):</p>
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not 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>

6.5 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)

6.6 AFFIRMATIVE ACTION PLAN CERTIFICATION

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

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's firm is: (check or complete all applicable boxes)

- an individual
- a partnership
- a non-profit organization
- a corporation, incorporated under the laws of the State of \_\_\_\_\_
- a limited liability corporation (LLC)
- other, \_\_\_\_\_

Covenants Against Gratuities:

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

The undersigned Bidder certifies that the foregoing is true.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Authorized Representative



6.7 BUY AMERICA CERTIFICATION

A Buy America Certificate, shown below, must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

If steel or manufactured products (as defined in 49 CFR §661.3 and §661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder.

SELECT AND COMPLETE ONLY ONE CERTIFICATE

Certificate of Compliance with Section 165(a)

The Bidder hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR Part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Certificate for Non-Compliance with Section 165(a)

The Bidder hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b) (2) or (b) (4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR part 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

## AATA LIVING WAGE POLICY

### 1.00 PURPOSE

1.01 It is the purpose of this Living Wage Policy

- to increase the quality and reliability of services procured for AATA or provided to AATA by contractors, vendors, and grantees by promoting higher productivity and retention of employees working on AATA contracts and grants;
- to use AATA spending to encourage the development of jobs paying wages above the poverty level;
- to use AATA spending and procurement of services to require covered employers that provide services to AATA or that receive certain other forms of financial assistance from AATA for providing services to AATA 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 AATA contracts or grants;
- to permit hardship exemptions for certain non-profit employers from the provisions of this Policy;
- to provide incentives for covered employers to provide health insurance to their employees;
- to monitor and enforce the requirements of this Policy; and
- for other purposes.

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

### 2.00 DEFINITIONS

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

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

the purchase of goods or property or for the lease of goods or property to or from AATA.

- 2.02 Covered employee means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from AATA; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Policy
- 2.03 Covered employer means a contractor/vendor or grantee that has not been granted an exemption from this Policy.
- 2.04 Employee means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if:
- a. The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
  - b. Such services are not the same type of services which the individual is employed to perform for such employer.
- 2.05 **Employee health benefits** or **health benefits** means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents) of at least 50% of the cost for such benefits, provided that matching contributions from the employee shall not exceed 20% of the employee's average weekly wages.
- 2.06 **Grant** means any form of financial assistance to a "**Grantee**" (as set forth in item #7 below). "**Grant**" does not include financial assistance used for the purchase or lease of property or other non-personnel costs.
- 2.07 **Grantee** is a person or entity that is a recipient of any financial assistance from AATA in the form of any federal, state or local grant program administered AATA, bond financing, direct grant, or any other form of financial assistance that exceeds \$10,000.00 for any 12-month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000.00 for any 12-month period.
- 2.08 **Living wage** means a wage equal to the levels established in this Policy.

- 2.09 **Person** means any individual, co-partnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- 2.10 **\$10,000.00 for any 12-month period** is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

### 3.00 APPLICABILITY

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

### 4.00 LIVING WAGES REQUIRED

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

### 5.00 EMPLOYEES COVERED

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

## 6.00 EXEMPTIONS

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

6.01 For any contract or grant, the AATA 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 AATA Board of Directors finds that said harm outweighs the benefits of this Policy.

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

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

## 7.00 MONITORING AND ENFORCEMENT

7.01 Every covered employer shall agree to the payment of a living wage as a condition of entering into or renewing a covered contract or grant with AATA, 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 AATA. All AATA contracts and grants covered by

this Policy shall provide that a violation of the living wage requirements of this Policy shall be a material breach of the contract or grant.

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

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

#### 8.00 PENALTIES AND ENFORCEMENT

8.01 A violation of any provision of this Policy will be considered a material breach of the contract between AATA and the employer. As satisfaction of this breach, AATA 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 AATA of a notice of breach due to a violation of this Policy to make any and all corrections.

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

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

#### 9.00 OTHER POLICY PROVISIONS

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

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

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

- 9.04 This Policy shall not be construed to apply to any person or entity that is a tax exempt religious, educational or charitable organization under state or federal law, but is not a contractor/vendor or grantee as defined in this Policy.
- 9.05 This Policy shall not be applicable to the establishment and/or continuation of the following if developed specifically for youth, high school and/or college students:
- a. A bona fide training program.
  - b. A non-profit summer program.
  - c. A non-profit youth employment program.
  - d. A work-study, volunteer/public service, or internship program.

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

The Ann Arbor Transportation Authority (AATA) Living Wage Policy requires that employers providing services to AATA 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 AATA 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 AATA:

- a) To pay each of its employees performing work on any covered contract or grant with AATA 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 AATA project or grant will be paid at or above the applicable living wage **without health benefits.**

**OR**

\_\_\_\_\_ Employees who are assigned to any covered AATA project or grant will be paid at or above the applicable living wage **with health benefits.**

- c) To post a notice approved by AATA 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 AATA payroll records or other documentation as requested; and,
- 3) To permit access to work sites to AATA 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
<hr/>	
Date signed	