



**ANN ARBOR AREA TRANSPORTATION AUTHORITY
(AAATA)
REQUEST FOR PROPOSAL
FOR:**

**FACILITATOR FOR MARKETING
THE AAATA APPLICATION
PROGRAM INTERFACES**

ISSUING OFFICE:
ANN ARBOR AREA TRANSPORTATION AUTHORITY
Chloe Campbell
Purchasing Assistant
2700 South Industrial Highway
Ann Arbor, Michigan 48104
T: 734-794-1817
F: 734-973-6338
Email: ccampbell@theride.org

SECTION 1 – INTRODUCTION

1.1 OVERVIEW OF SCOPE OF SERVICES

The Ann Arbor Area Transportation Authority (AAATA, often referred to as “TheRide”) is seeking proposals from qualified firms to provide a facilitator who will engage computer application developers in the local Washtenaw County community in using the AAATA application program interfaces (API) for displaying AAATA real-time bus information to the public via mobile applications, websites, real-time signs and other media.

1.2 PROCURING AGENCY AND CONTRACTING OFFICER

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

Contracting Officer: Chloe Campbell
Purchasing Assistant
T: 734-794-1817
F: 734-973-6338
E-mail: ccampbell@theride.org

1.3 SOLICITATION SCHEDULE

The following is the solicitation schedule for this procurement.

Event	Date and Time
Request for Proposal Issued	Thursday, September 18, 2014
Questions and Requests for Clarifications due	Friday, September 26, 2014
AAATA Responds to Questions and Requests for Clarifications	Friday, October 3, 2014
Proposal Due Date	Friday, October 17, 2014 by 12:00 pm
Anticipated Award	Tuesday, October 28, 2014

1.4 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 AAATA 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 AAATA to award a contract. AAATA will not pay Proposers for any costs associated with preparing responses to this RFP. AAATA 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 AAATA to do so.

1.5 COMMUNICATION

All correspondence and/or contact in regard to any aspect of this solicitation or offers shall be **made in writing to the Contracting Officer only**. Proposers and their representatives shall not make any contact with or communicate with any members of AAATA in regard to any aspect of this solicitation or offers. Communication with any AAATA representative other than the Contracting Officer may result in the RFP being rejected.

SECTION 2 - SCOPE OF WORK

AAATA was formed in 1968 and is a not-for-profit unit of government that operates the local public transit system for the greater Ann Arbor-Ypsilanti area. AAATA is governed by a ten-member Board of Directors; eight of which are appointed by the Mayor of Ann Arbor with approval of City Council; one appointed by the Mayor of Ypsilanti with approval of City Council; and one appointed by the Ypsilanti Township Supervisor with approval from the Ypsilanti Township Board.

AAATA operates more than 28 fixed bus routes of transit service within the urban area. AAATA owns and maintains a fleet of 90 buses. All of these buses include technology allowing them to be located and tracked using a Global Positioning System (GPS). The data generated by this GPS is now available as web service APIs which can be accessed via the World Wide Web (WWW) and used as input to customer information applications.

PHASE 1

AAATA is seeking a facilitator who will engage computer application developers in the local Washtenaw County community in using the AAATA API for displaying AAATA real-time bus information to the public via mobile applications, websites, real-time signs and other media.

Examples of ways to engage the community include:

- Host meetings of citizens and software developers interested in building applications for the AAATA API
- Write and publish documentation specific to the AAATA API for developer use
- Develop sample applications or code samples with source code for developer use
- Identify open source projects (like the Detroit Department of Transportation TextMyBus) that could be adapted to local use
- Participate in "hackathons" and other events where people write code
- Reach out to other agencies and public bodies with overlapping interests in transit, e.g. Ann Arbor District Library, GetDowntown, Ann Arbor Downtown Development Authority, city and township government to identify integration between AAATA API data and other systems
- Publication in the Ride Guide and publicity for these efforts

It is anticipated that the primary ongoing ownership of these activities would fall under the existing Community Relations organization, to the extent that they result in contacts with the general public, and that Information Technology would have long term responsibilities for ongoing support of the API as part of its production systems work.

PHASE 2

As a possible second phase, the outreach already described could be extended to national and international developers of transit applications to give them support to integrate their code with the AAATA API. This might include but not be limited to:

- Host phone calls and respond to emails from software developers interested in integrating existing apps with the AAATA API
- Write and publish documentation specific to the AAATA API for developer use
- Provide support for developers who are testing integrations of the AAATA API into their own code
- Identify popular transit applications and target them for outreach for API development
- Participate as appropriate in conferences or workshops specific to transit integration
- Reach out to developers building multimodal applications or other tools that can integrate other local civic data sources
- Publication in the Ride Guide and in industry publications and publicity for these efforts

It is anticipated that the primary ongoing ownership of these technical activities would rest with the Information Technology department, and that the Community Relations organization would facilitate interactions with the public.

Proposers should bids as follows:

1. PHASE 1 alone
2. PHASE 1 and PHASE 2 together

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 must be with the Contracting Officer.** Offeror's and their representatives shall not make any contact with or communicate with any members of AAATA, or its employees and consultants, other than the Contracting Officer concerning any aspect of this solicitation or offers. Offeror's may be disqualified if any unsolicited contact related to this solicitation is made with an employee or representative of AAATA other than the Contracting Officer.
- B. At any time during this procurement up to the time specified, 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 AAATA. AAATA will not respond to oral requests. Any request for a change to any requirement of the contract documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by the AAATA 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 AAATA shall be binding on AAATA.
- C. The Proposer's Request for Clarifications must be received by the date indicated in the Solicitation Schedule found in Section 1 – Introduction of this RFP.
- 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 AAATA within the time period specified.

3.3 ADDENDA TO THE RFP

- A. AAATA reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. AAATA 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 AAATA's sole option disqualify the proposal. Offeror's must notify AAATA promptly in writing of any address changes.
- B. If AAATA 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 AAATA 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 AAATA. 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 AAATA, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, their name, signature, and address must be shown. If a firm or partnership makes the proposal, the name and address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the

name of the state under the laws of which the corporation is chartered, the name and address of the corporation and the title of the person signing on behalf of the corporation. Upon request of AAATA, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

3.6 PROPOSAL PACKAGE FORMAT AND CONTENT

- A. This is a Sealed-Proposal solicitation. For the purposes of this solicitation, a Proposal is comprised of Technical Content and Price.
- B. As this is a Sealed Proposal solicitation, AAATA is able to review the technical content (Section 3.7 below) of the Proposer's Proposal before reviewing the Proposer's pricing. Therefore, the Proposer's pricing (Section 3.8 below) is to be submitted separate from the rest of the Proposer's Proposal (technical content) as described below Section 3.7.
- C. **Proposals are due by the time and date specified in the Solicitation Schedule found in Section 1 – Introduction of this RFP.** The clock used to judge timeliness hangs on the wall of the lobby at AAATA's main office located at 2700 S. Industrial Hwy.
- D. **Proposers must submit a Proposal either by mail or hand delivery.**
 - a. In ONE (1) package, include:
 - i. One (1) original of the Proposal (technical content), and
 - ii. One (1) original of the firms' Pricing in a separate, sealed envelope.
 - b. Mail or Deliver this entire package to the following by the due date and time:

Chloe Campbell
Purchasing Assistant
Ann Arbor Area Transportation Authority
2700 S. Industrial Hwy.
Ann Arbor, Michigan 48104

3.7 TECHNICAL CONTENT of PROPOSAL

A. Presentation

1. The items listed in Sections 3.7 B, C, D, E and F below shall be included in the Proposal (technical content).
2. Proposal must be received by AAATA by the due date and time. No late Proposals will be received. If a Proposal is delivered after the due date and time, AAATA will return the Proposal unopened.

B. Letter of Transmittal

The Letter of Transmittal shall be addressed to Chloe Campbell, Purchasing Assistant, 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.

C. Qualifications, Related Experience, Personnel and References

1. Describe the company, its age, number of employees and office location(s).
2. Submit a brief narrative description of the firm. The narrative should contain, but not be limited to the following:
 - a. A list of the services performed by the firm.
 - b. A list of services that would be performed by the firm's staff and those that would be performed through external agents, if any, and the work to be done by each.

- c. A discussion of the firm’s experience in representing public transit agencies or public transit advocacy groups, with a similar scope of services.
- d. Provide the resume of the project manager who will be assigned to this contract and the project management organizational structure. Also provide resumes of the team members who will work directly with AAATA staff on any aspect of the project.
- e. Three (3) references from previous or current clients with a similar scope of service as AAATA. Include the clients name, address, contact person, and telephone number, and the type of services performed.

D. Project Approach

Provide a narrative on the firms understanding of AAATA’s scope of services, and the agency’s proposed approach to fulfilling the requirements.

E. Exceptions/Deviations

Proposers shall state any exceptions to or deviations from the requirements of the RFP. Where Offeror wishes to propose alternative approaches to meeting AAATA's requirements, these should be thoroughly explained.

F. Required Form Forms and Certifications

Required forms and certification are attached at the end of this RFP.

3.8 PRICE PROPOSAL

A. General Information

1. The following items shall be submitted in a **separate sealed** envelope from the Proposal (technical content)
2. All prices expressed by the vendor in its offer must be firm and expressed in U.S. dollars.
3. AAATA will not be liable for any error in calculations by the vendor or subjected to revised prices during the contract term except if mutually agreeable.

B. Proposed Price

Proposers will provide a cost estimate for all services anticipated for this service and any additional costs, including travel.

3.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification of any part of a Proposal already received will be accepted by AAATA only if the modification is received prior to the Proposal Due Date, or is specifically requested by AAATA, or is made with a requested Best and Final Offer (BAFO). All modifications shall be made in writing. AAATA reserves the right to make an award without requesting BAFOs.

A Proposer may withdraw the entire Proposal already received prior to the Proposal Due Date by submitting a written request for withdrawal executed by the Proposer's authorized representative. After the proposed Due Date, a Proposal may be withdrawn only if AAATA fails to award the Contract within the Proposal validity period or any agreed upon extension thereof. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal within the time set for receipt of Proposals.

This provision for modification and withdrawal of Proposals may not be utilized by a Proposer as a means to submit a late Proposal and, as such, will not alter AAATA's right to reject a late Proposal.

3.10 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. The approach and procedures are those that are applicable to a competitive negotiated procurement whereby Proposals are evaluated to determine which Proposals are within a competitive range. Discussions and negotiations may then be carried out with Proposer's within the competitive range, after which Best and Final Offers (BAFOs) may be requested. However, AAATA may select a Proposal for award without any discussions or negotiations or request for any BAFO(s). Subject to AAATA's right to reject any or all Proposals, the Proposer will be selected whose Proposal is found to be most advantageous to AAATA, based upon consideration of the criteria. During the initial review of Proposals, AAATA reserves the right to request clarification of minor issues from any Proposer to assure a complete understanding of their offer and to adjust any evaluations made with incorrect or unclear information.

2. AAATA will consider all the material submitted by the Proposer and related evidence AAATA may obtain to determine whether the Proposer is capable of and has a history of successfully completing contracts of the type solicited. A clear and complete response to the solicitation is critical so that the evaluation team may adequately understand all aspects of the Proposal.
3. Proposers shall furnish acceptable evidence of their ability to perform, such as firm commitments by subcontractors, equipment, supplies, facilities, financial stability and the ability to obtain the necessary personnel when requested by AAATA. Refusal to provide requested information may cause the Proposal to be rejected.
4. The evaluation 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.

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

C. Evaluation Team

The evaluation team will make all decisions regarding the evaluations, determination of responsible Proposers and the competitive range, negotiations and the selection of the Proposer, if any, which may be awarded the Contract. The evaluation team will include officers, employees and agents of AAATA. The evaluation team will carry out the detailed evaluations and report all of its findings to the Chief Executive Officer, or designee, for final approval by the Board of Directors.

D. Evaluation Criteria

1. The technical content of the Proposal will be 90% of the overall score and the price form will be weighed at 10% of the overall score.
2. The technical Proposal will be evaluated for the following factors:
 - a. Qualifications, Related Experience and References:
 - b. Project Approach:
 - c. Conformance to Requirements and Specifications:
 - d. The degree to which the vendor's form and content of the Proposal meet the requirements of the RFP.
3. Cost Evaluation Criteria:

The proposed fee schedule as described in paragraph 3.8.

E. Evaluation Procedures

1. AAATA may conduct discussions with all Proposers within the competitive range. 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. Proposals will be analyzed for conformance with the instructions and requirements of the RFP. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for the competitive range. AAATA reserves the right to request a Proposer to provide any missing information. Proposers are advised that the detailed evaluation forms and procedures will follow the same Proposal format and organization specified. Therefore, Proposer's shall pay close attention to and strictly follow all instructions. Submittal of a Proposal will signify that the Proposer has accepted the whole of the Contract documents, except conditions, exceptions, reservations or understandings explicitly, fully and separately stated. Any such conditions, exceptions, reservations, or understandings, which do not result in the rejection of the Proposal, are subject to evaluation under the criteria of Proposal

Evaluation Criteria. All exceptions, reservations and deviations are subject to negotiation before final Contract award.

3. Evaluations will be made in strict accordance with all of the evaluation criteria and procedures. AAATA will select for any award the highest ranked Proposal from a responsible, qualified Proposer, which does not render this procurement financially infeasible, and is judged to be most advantageous to AAATA based on consideration of the Evaluation Criteria.
4. To be determined responsible, a prospective contractor must meet all of the following requirements:
 - a. Financial resources adequate to perform the contact, or the ability to obtain them.
 - b. A satisfactory record of integrity and business ethics.
 - c. The necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them.
 - d. Compliance with Affirmative Action requirements.
 - e. Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

F. Best and Final Offers (BAFO)

After all interviews have been completed, if conducted, each of the Proposer's in the competitive range may be afforded the opportunity to amend their Proposal and make its BAFO. The request for BAFOs shall include:

1. Notice that discussions/negotiations are concluded.
2. Notice that this is the opportunity for submission of a BAFO.
3. A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs.
4. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications, and withdrawals of Proposals provisions.

5. Notice that if Proposer's do no submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous Offer will be construed as their BAFO.

Any modifications to the initial Proposals made by a Proposer in its BAFO shall be identified in its BAFO. BAFOs will be evaluated by AAATA according to the same requirements and criteria as the initial Proposals. AAATA will make appropriate adjustments to the initial scores for any sub-criteria and criteria that have been affected by any Proposal modifications made by the BAFOs. These final scores and rankings within each criterion will again be arrayed by AAATA and considered according to the relative degrees of importance of the criteria defined. AAATA will then choose that Proposal which it finds to be most advantageous to AAATA based upon the evaluation criteria.

AAATA reserves the right to make an award to a Proposer whose Proposal it judges to be most advantageous to AAATA based upon the evaluation criteria, without conducting written or oral discussions with any Proposer's or solicitation of any BAFOs. If all Proposer's BAFOs that are submitted are unacceptable, AAATA reserves the right to re-open discussions with any or all Proposer's submitting BAFOs or reject all BAFOs and issue a new solicitation, or issue a new request for BAFOs.

G. Confidentiality of Proposals

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

separate volume specifically identified and marked as such as an appendix to the Proposal.

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

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

C. Acceptance/Rejection of Proposals

1. AAATA reserves the right to reject any or all Proposals for sound business reasons, to undertake discussions with one or more Proposers, and to accept that Proposal or modified Proposal which, in its judgment, will be most advantageous to AAATA, price and other evaluation criteria considered. AAATA 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. AAATA 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 Proposers.
2. If there is any evidence indicating that two or more Proposer's are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the Proposals of all such Proposer's shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by AAATA.
3. AAATA may reject a Proposal that includes unacceptable deviations.

D. Single Proposal Response

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

E. Cancellation of Procurement

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

3.12 MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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 AAATA fails to award the Contract within the proposal validity period or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of 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 AAATA's right to reject a late proposal.

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, the other sections of the RFP take precedence.

4.2 MODIFICATION TO CONTRACT

A. Written Change Orders

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

B. Change Order Procedure

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

4.3 RESERVED RIGHTS OF AAATA IN SOLICITATION PROCESS

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

- A. AAATA 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. AAATA reserves the right to select the proposal that it believes will serve the best interest of AAATA.
- C. AAATA reserves the right to reject any and all proposals.

- D. AAATA reserves the right to remedy or waive technical or immaterial errors in the RFP.
- E. AAATA reserves the right to request any necessary clarifications or proposal data without changing the terms.
- F. AAATA reserves the right to make selection of the Proposer to perform the services required based on the original proposals without negotiations.
- G. AAATA 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 AAATA pursuant to these protest procedures prior to filing any protest, claim or dispute with the FTA.
2. Protests, claims or disputes, where applicable, shall be in writing and filed with AAATA directed to the Chief Executive Officer, 2700 South Industrial Hwy, Ann Arbor, MI. 48104. Failure To Comply With Any Of The Requirements May Result In Rejection Of The Protest.

B. Protest Before Proposal Opening

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

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

C. Protest After Award

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

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

A written decision by the AAATA Chief Executive Officer, or designee, 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, or designee's, decision.

D. FTA Protest Procedures

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

SECTION 5 - TERMS AND CONDITIONS

5.1 TERMINATION

- A. Termination for Convenience
AAATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in AAATA's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AAATA to be paid. If the Contractor has any property in its possession belonging to AAATA, the Contractor will account for the same, and dispose of it in the manner AAATA directs.
- B. Termination for Default/Breach
If the Contractor fails to perform in the manner called for in the contract, or the notice of termination, or if the Contractor fails to comply with any other provisions of this contract, AAATA may terminate this contract for default. AAATA shall terminate by delivering to the Contractor a Notice of Termination specifying the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance required in this Contract.
- C. Termination for Force Majeure
AAATA may terminate this Contract upon written notice from the Contractor for unforeseen causes beyond the control and without the fault or negligence of the Contractor. Such causes are those of acts of God, acts of the public enemy, governmental acts, fires and epidemics whose causes irrecoverably disrupt or render impossible the Contractor's performance. An "act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or make preparation in defense against such act.
- D. Opportunity to Cure
AAATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor within ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to AAATA's satisfaction the breach or default, within ten (10) calendar days after receipt by Contractor of written notice from AAATA, AAATA shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude AAATA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

5.2 DISPUTE RESOLUTION

- A. Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the Chief Executive Officer, or designee, of AAATA. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Executive Officer, or designee, shall be binding upon the Contractor and the Contractor shall abide by the decision.
- B. Unless otherwise directed by AAATA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

5.3 LITIGATION

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

5.4 PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

- A. In accordance with Act No. 453, Public Acts of 1976, The contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of

employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

- B. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in paragraph 19.1.
- C. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- D. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- E. The contractor or their collective bargaining representative will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments.
- F. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission, which may be in effect prior to the taking of bids for any individual state project.
- G. The contractor will furnish and file compliance reports within such time 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 educations, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
- I. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

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

5.9 PROHIBITED INTEREST

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

5.10 CONFLICT OF INTEREST

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

action immediately to eliminate the conflict or to withdraw from this Contract, as AAATA may require.

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

5.11 LIMITATION OF LIABILITY

AAATA'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 AAATA. The Contract supersedes all prior representations, understandings, and communications. The validity in whole or in part of any term or condition of the Contract shall not affect the validity of other terms or conditions. AAATA's failure to insist in any one or more instances upon the Contractor's performance of any term or condition of the Contract shall

not be construed as a waiver or relinquishment of AAATA's right to such performance, or to future performance, of such term or condition 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.

SECTION 6 - REPRESENTATIONS AND CERTIFICATIONS

6.1 REPRESENTATIONS

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

- an individual
- a partnership
- a non-profit organization
- a corporation, incorporated under the laws of the State of _____

- a limited liability corporation (LLC)
- other, _____

6.2 CERTIFICATIONS

1. Covenants Against Gratuities:

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

The undersigned Proposer certifies that the foregoing is true.

Date

Proposer Firm Name

Authorized Representative (Printed)

Authorized Representative Signature

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

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

Name of Individual, Partnership or Corporation

Address

Authorized Representative (Printed) Title

Authorized Signature Date

Email Telephone

6.4 AGREEMENT OF SERVICES

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

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

Name of Individual, Partnership or Corporation

Address

Authorized Representative (Printed)

Title

Authorized Signature

Date

Email

Telephone

6.5 LOBBYING

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

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

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

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

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or Proposal for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress or State legislature, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to AAATA.

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

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

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

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

The Contractor, assures 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 of Contractor's Authorized Official: _____

Title: _____ 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> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: (circle one)</p> <p>a. Proposal/offer/application b. initial award c. post-award</p>
<p>3. Report Type: (circle one)</p> <p>a. initial filing b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>	<p>4. Name and Address of Reporting Entity:</p> <p>Prime Sub-awardee Tier _____, <i>if known:</i> Congressional District, <i>if known:</i></p>
<p>5. If Reporting Entity in No. 4 is a Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, <i>if known:</i></p>	<p>6. Federal Department/Agency:</p>
<p>1. Federal Program Name/Description :</p> <p>CFDA Number, <i>if applicable:</i> _____</p>	<p>8. Federal Action Number, <i>if known:</i></p>
<p>9. Award Amount, <i>if known:</i></p> <p>\$ _____</p>	<p>10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):</p> <p>b. Individual Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):</p>
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>

<p>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>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

6.6 CERTIFICATE OF NON-COLLUSION

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

1. That I am the Proposer or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached Proposal has been arrived at by the Proposer independently and have been submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the Request for Proposal, designed to limit independent Proposals or competition;
3. That the contents of the Proposal has not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposer, and will not be communicated to any such person prior to the official opening of the Proposals; and,
4. That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

SIGNED _____
 FIRM
 NAME _____

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

 Notary Public

My commission expires _____,

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

6.7 AFFIRMATIVE ACTION PLAN CERTIFICATION

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

Name of Individual, Partnership or Corporation

Address

Authorized Representative (Printed)

Title

Authorized Representative Signature

Date

Email

Telephone

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

STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012

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

ENROLLED SENATE BILL No. 1024

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

The People of the State of Michigan enact:

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

Sec. 2. As used in this act:

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

(ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

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

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

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

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

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

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

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

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

This act is ordered to take immediate effect.

Carol Morys Viventi

Secretary of the Senate

Jay E. Randall

Clerk of the House of Representatives

Approved

.....
Governor

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

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

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

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

Signature of Vendor's
Authorized Agent:

Printed Name of Vendor's
Authorized Agent:

Witness Signature:

Printed Name of Witness:
