



REQUEST FOR PROPOSALS

#2024-003 Media Relations Services

Contact

Melanie Piana
Program Director
mpiana@rtamichigan.org
Office: 313.402.1020

Key Dates

April 22, 2024: Proposal Issued
April 29, 2024: Pre-Bid Conference Call
May 06, 2024: Requests for Clarifications Due
May 17, 2024: Proposals Due

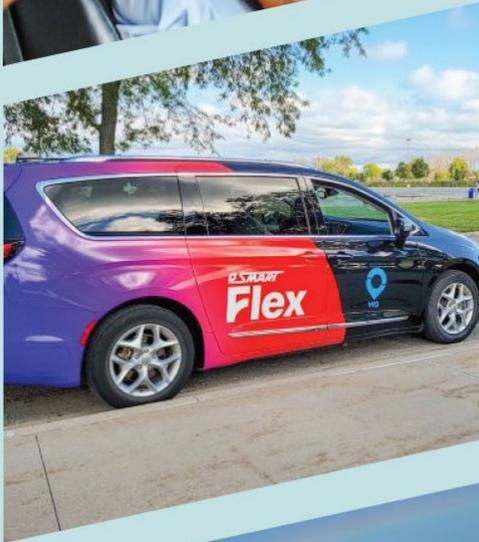


Table of Contents

- 1. Introduction 3
- 2. Scope of Services 10
- 3. General Proposal Requirements and Format 12
- 4. Response to Proposals 13
- 5. Protest Procedures 14
- 6. Proposal as a Contract 15
- 7. Waiver 15
- 8. Required Forms 17

Section I: Introduction

1.1 Summary Scope of Services

RTA desires one or more contractors to develop and execute media relations and marketing strategy to increase visibility and reinforce the RTA brand as a thought leader in the Southeast Michigan transit space in the following general areas:

- Media Relations Strategy
- Crisis Management
- Social Media Strategy, Management Support
- Service Marketing (QLINE, DAX and D2A2)
- Content Creation
- Graphic Design
- Implementation & Execution

1.2 Procuring Agency

Procuring Agency: Regional Transit Authority of Southeast Michigan
1001 Woodward Avenue, Suite 1400
Detroit, MI 48226

Contracting Officer: Melanie Piana
Program Director/DBE Liaison
Office (313) 402-1020
E-mail: info@rtamichigan.org

1.3 Solicitation Schedule

The proposed schedule for this solicitation is as follows:

Event	Date and Time
Request for Proposal Issued	Monday, April 22, 2024
Pre-Bid Conference Call	Monday, April 29 at 4:00 pm EST
Requests for Clarifications Due	Monday, May 6, 2024 at 5:00 pm EST
RTA Responses to Questions	Wednesday, May 8, 2024
Proposals Due	Friday, May 17, 2024 at 4:00 pm EST
Vendor Interviews	June 17-21, 2024
Contract Award Announcement	July 2024

1.4 Agency and Services Overview

Who We Are

The RTA believes the people and communities of Southeast Michigan deserve a more equitable, reliable, and effective public transit system. An accessible transit system is critical public infrastructure that is necessary to foster a livable, climate-resilient, and thriving region. A champion for everyone, RTA envisions Southeast

Michigan as a welcoming place where all people can enjoy access to opportunity, recreation, and community through connected transit.

What We Do

RTA plans, funds, coordinates, and accelerates regional transit services, projects, and programs in Southeast Michigan, which comprises all of Macomb, Oakland, Washtenaw, and Wayne Counties, including the City of Detroit. Within these roles, RTA is responsible for leading regional transit planning, developing and implementing new services, allocating federal and state funding to transit service operators, and securing new regional funding sources for public transit.

Serving a unique role in the region, RTA pools resources and generates ideas to solve decades-long public transit challenges in Southeast Michigan and tackles difficult shared problems that riders have identified as deficiencies in the regional network. By plugging these gaps, RTA advances transit as a more equitable, reliable, and inviting mode of transportation for all people in the region and paves the way for future shared mobility developments.

Our Guiding Principles:

Guiding Principles are the pillars on which RTA assesses all internal business decisions to advance the Vision. Each Guiding Principle is driven by prompts to judge whether a decision or initiative best meets the needs of the region and supports transit providers.

Equitable

Does the decision advance equity by improving service for marginalized populations or for riders in regionally defined equity communities? Does the decision advance equity within the RTA as an organization?

Regional

Does the decision advance the Mission and Vision of the agency and the Goals of the Regional Transit Master Plan? Is it within the Core Business Functions of the RTA?

Coordinated

Does the decision advance the priorities of regional transit providers as defined in their planning documents? Does the decision build or deepen partnerships?

Innovative

Does the decision introduce or accelerate the implementation of a new or innovative concept, technology, or service type for the region that might benefit riders?

Sustainable

Is the decision sustainable within existing funding sources, or does it lay the groundwork for future funding?

Services

RTA needs a range of media relations, brand awareness, and communications services to achieve goals and objectives for the public agency, including:

- Increase RTA’s brand awareness, visibility, and reach within the region.
- Build a narrative that inspires a transit-friendly region.
- Inform relevant target groups about the RTA.
- Generate positive media coverage and goodwill.
- Enhance RTA’s reputation and strengthen the agency’s relationship management
- Strengthen relationships with existing media partners and build new relationships.
- Create a detailed implementation plan with specific activities, timelines, milestones, and budget estimates.
- Leverage print and digital media opportunities to position the RTA as the leading transit voice in the region.

Additional items to consider:

- RTA is working with M1 RAIL to transfer the ownership of the QLINE streetcar to the RTA, which will conclude in late 2024.
- RTA is currently working through a rebranding project that is expected to be complete in June 2024.
- The RTA is currently underway procuring a new web development vendor to overhaul the RTA’s website with an anticipated project start date in July.

1.5 Objectives

The RTA requests proposals from qualified professionals (hereinafter referred to as CONTRACTOR) to provide the services described in Section 2 – Scope of Services in accordance with the terms and conditions set forth in this solicitation.

1.6 Issuing Office

The Regional Transit Authority of Southeast Michigan is issuing this RFP. This RFP is also available on the RTA’s procurement website at www.bidnetdirect.com/mitn. Potential Contractors will be required to register with the webpage to access the RFP. Registration is free of charge.

Questions regarding this RFP or the RTA’s administrative processes can also be submitted on the RTA’s procurement website. Answers will also appear on the RTA procurement website and will be available publicly. Please e-mail info@rtamichigan.org for clarifying details including “RFP Media Relations Services” in the subject line.

1.7 Pre-Bid Conference Call

Interested vendors are invited to participate in the Pre-Bid Conference Call scheduled via virtual meeting on Monday, April 29 at 4:00pm. Register and access the meeting at this link: <https://us06web.zoom.us/j/82531702657>

1.8 Proposals

An electronic copy of the technical proposal must be submitted to the RTA via the Michigan Intergovernmental Trade Network (MITN) website at www.bidnetdirect.com/mitn. Proposals should indicate the proposed scope of work, qualifications and experience, and cost structure. Please provide a brief executive summary.

1.9 Proposal Receipt

It is the proposer's responsibility to ensure all proposals are received before the due date and time. All substantive proposals become the property of the RTA and will not be returned. RTA is a public body as defined by Michigan's Freedom of Information Act (FOIA). All information will be subject to disclosure under FOIA as of the RFP return deadline date.

1.10 Type of Contract

Contract will be executed on the RTA's standardized Sample Services Agreement (Attachment J). Submission of a proposal by a Contractor will be understood as acceptance by that Contractor of the contract language. This solicitation is envisioned to result in a two-year contract with the possibility for an additional three one-year extensions based on need, funding, and performance.

1.11 Non-Discriminatory Practices

RTA policies encourage participation by disadvantaged business enterprises (DBE), including minority business enterprises (MBE) and women business enterprises (WBE). Please include certification(s) in the proposal. RTA, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration of this award. If a Proposer is not certified, successful proposals must provide evidence of a good-faith effort to include DBEs.

For this proposal, the RTA will encourage DBE participation.

1.12 Cost Liability

All costs incurred in the submission of proposals or in making necessary studies, designs, or computer benchmarks or estimates for preparation of the proposals are the sole responsibility of the bidder. Final "not to exceed" contract numbers will be determined through negotiations with selected vendors.

1.13 Selection Criteria

Selection of Proposals

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described within this RFP and the RTA’s Procurement Policy (Amended July 2023). Subject to RTA’s right to reject any or all proposals for sound documentable, business reasons, the Offeror whose proposal is found to be the Best Value to the RTA will be selected, based upon consideration of the criteria.

Qualification Requirements

The requirements for qualifying responsible Offerors are listed below. All of these requirements must be met; therefore, they are not listed in any particular order of importance. An Offeror, whom the selection committee finds does not meet these requirements, may be determined by the committee not to be responsible and that Offeror’s proposal rejected.

1. Financial strength and resources and capability to perform the services. Willingness of any parent company to provide the required financial guarantee evident by a letter of commitment signed by an officer of the parent company having the authority to execute the parent company guarantee.
2. Evidence that the human and physical resources are sufficient to perform the Contract as specified and ensure performance of the required services.
3. Evidence of satisfactory performance and integrity on contracts in meeting schedules on time. Evidence shall be by client references.

Proposal Evaluation Criteria

The following are the complete criteria, listed by their degree of importance, by which proposals from responsive Offerors will be evaluated and ranked. RTA reserves the right to award to other than the lowest price proposal and to the proposal representing the best value to RTA.

Item	Weight
Team Qualifications, including proposed PM and Key Staff	30%
Experience in managing media strategy, brand awareness, messaging and content creation.	30%
Experience in developing creative campaigns	20%
Demonstrated Understanding of the RTA\Mobility Issues and how best to communicate about the agency across Southeast Michigan	10%
Cost Proposal (Rate Sheet)	10%

Cost Proposal Format (Rate Sheet)

- Proposals should include a rate sheet that shows the base labor, overhead, and fee for each position that is expected to work on this contract. This must include an indication of the rates for key staff positions (e.g., Project Manager, Deputy

Manager, Task Lead, etc.). Project-level cost estimates will be required once the consultant or consultants are selected and the full scope is verified.

Evaluation Procedures

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. RTA reserves the right to request an Offeror to provide any missing information and to make corrections. If RTA elects to make a request for additional information, the same request will be made to all submitting vendors. Offerors shall pay close attention to and strictly follow all instructions. Submittal of a proposal will signify that the Offeror has accepted the whole of the Contract documents, except any conditions, exceptions, or deviations. Any such conditions, exceptions, or deviations, which do not result in the rejection of the proposal, are subject to evaluation under the criteria of Proposal Evaluation Criteria.

Evaluations will be made in strict accordance with all of the evaluation criteria and procedures. RTA will select for any award the highest ranked proposal from a responsive and responsible Offeror, which does not render this procurement financially infeasible and is judged to be the Best Value to the RTA based upon consideration of the Evaluation Criteria.

The RTA reserves the right to request an interview with all proposers in a competitive range if it is determined as needed to differentiate between multiple proposal responses. The original scoring of non-price criteria may be modified based on the interview results.

Evaluation of Proposals

The evaluation committee, made up of RTA staff and RTA one board of director members, will review the proposals for the following:

1. Offeror has followed the instructions of the RFP and included sufficiently detailed information, such that the proposal can be evaluated. Any deficiencies in this regard must be determined by RTA to be either a defect that RTA will waive in accordance with Acceptance/Rejection of Proposals or that the proposal can be sufficiently modified to meet these requirements.
2. Proposal price will not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible. Any extreme proposal deficiencies, which may render a proposal unacceptable, will be documented.
3. No information, financial or otherwise, will be provided to any Offeror about any of the proposals from other Offerors during the evaluation period.

Confidentiality of Proposals

Access to government records is governed by the State of Michigan and the Freedom of Information Act (FOIA). Except as otherwise required by the State of Michigan, RTA will be exempt from disclosure of proprietary information, trade secrets and confidential

commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial information that an Offeror believes should be exempted from disclosure under the FOIA 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.

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.

Upon a request for records from a third party regarding this proposal, RTA will notify in writing the party involved. The party involved must respond within twenty (20) calendar days with the identification of any and all proprietary, trade secret, or confidential commercial or financial information and the party involved shall indemnify RTA's defense costs associated with its refusal to produce such identified information; otherwise, all other requested information may be released in accordance with FOIA.

RTA shall employ sound business practices no less diligent than those used for RTA'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 Offerors 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 RTA in its sole discretion, bears appropriate notice relating to its confidential character.

1.14 Type of Contract

Contract will be executed on the RTA's standardized, Samples Agreement of Services (Attachment J). Submission of a proposal by a CONTRACTOR will be understood as acceptance by that CONTRACTOR of the contract language. It is envisioned this solicitation will result in a firm, not-to-exceed cost plus multiplier fixed price contract that will run for a period of two years, with the option of up to three one-year extensions.

1.16 Cost Liability

All costs incurred in the submission of proposals or in making necessary studies, designs, or computer benchmarks or estimates for the preparation of the proposals are the sole responsibility of the bidder.

SECTION 2: SCOPE OF SERVICES

The Contractor(s) is(are) expected to have multi-disciplinary teams to support activities needed to help the agency and External Affairs team develop its annual work plan and budget including support on the following tasks:

2.1 – Media and Public Relations

The Contractor will develop a written public relations strategy to guide the agency to enhance agency reputation, brand awareness and elevate major marketing campaigns:

- Develop a comprehensive Strategic Communications and Marketing Plan to kick-off this effort and provide regular updates on execution.
- Conduct a thorough analysis to identify key marketing opportunities for the RTA's platform.
- Create a media kit and other materials to generate media coverage for major announcements.
- Maintain a press list with contact information for relevant media outlets.
- Assist with the visual and messaging integration of the QLINE, a new line of service under the RTA umbrella, and develop a process of merging the various messaging platforms into one stream of marketing.
- Respond to media inquiries on behalf of the agency.
- Lead relationship-building meetings to increase RTA visibility across media platforms including television, digital, radio and print.
- Identify industry story participation and leverage earned media opportunities.
- Support team with speaker opportunities and panel placement.
- End-to-end coordination at press conferences and events.

2.2 Crisis Management

- Crisis communication development, response, and execution.

2.3 Social Media Strategy, Management Support

- Enhance agency, social media strategies, including assisting in establishing social media goals and targets, recommended channels, and content themes.

- Suggest and support creative social media content development with the External Affairs team.
- Support social media channel management and content creation, including creating posts and digital assets to support storytelling and increase agency event visibility.
- Establish, monitor, and analyze social media campaign metrics with social media software programs and report on the effectiveness of marketing efforts.
- Implement Social Media Influencer platform and foster influencer introductions.

2.4 Service Marketing (D2A2, DAX, QLINE)

- Integration of strategy, messaging, and RTA voice with internal partner agencies, as needed.
- Attendance at necessary meetings related to communication RTA services across transit service brands.
- Contribution across various existing RTA communication channels to promote transit services brands.

2.5 Content Creation and Distribution

- Develop storytelling and messaging and content creation across communication platforms, including print and digital collateral, support web graphic asset creation, and social media assets.
- Support the external affairs team with developing website content and graphic asset updates in partnership with the RTA's web development company.
- Provide authoring and editorial support on RTA-authored articles, editorials, contributory articles, and blogs.
- Use and extension of RTA messaging materials and collateral to market and advertise services across channels (D2A2, DAX, QLINE).
- Coordination with external partners to disseminate RTA and additional service messaging and materials.

2.6 Graphic Design

- Serve as RTA's lead graphic designer to support the agency's new brand, ensuring a consistent look and feel across agency-wide communication materials.

- Oversee the proposal design process for presentations, articles, reports and digital material
- Support growing RTA's photographic and graphic library and using Canva along with design software programs.
- Develop and produce RTA collateral items including fliers, brochures for print and mass distribution.

2.8 Other Duties as Assigned:

The following tasks may be requested on an as-needed basis. Contractors should provide an hourly price for these optional services:

- Video Production
- Photography services to support events, community engagement activities, website content development, etc.

SECTION 3: GENERAL PROPOSAL REQUIREMENTS AND FORMAT

The following items shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure to include all listed items may result in the rejection of its proposal.

3.1 Provide a letter of transmittal addressed to the Contracting Officer and must contain (as a minimum), the following:

- a) Identification of the offering firm, including name, address and telephone number.
- b) Acknowledgment of RFP addenda, if any.
- c) Name, title, address and telephone number and email address of contact person during the period of proposal evaluation.
- d) A statement to the effect the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e) Signature of person authorized to bind the offering firm to the terms of the proposal.

3.2 Qualifications and Experience Statement:

- a) A brief history of the firm. This information should state the qualifications and experience of the firm, highlighting the primary practice areas described in the Scope of Services.
- b) Proposers are to demonstrate their expertise in areas that most closely resemble RTA's environment and the requested scope of work.
- c) Proposers should state their experience in working with multiple agencies who have different desires and beliefs. Ability to demonstrate past success stories, including tools and techniques used to effectively communicate with media, stakeholders, and the public.

3.3 Provide technical information that includes the following:

- a) Proposer will provide a team with experience and expertise to deliver Tasks 1-8, including the anticipated % of allocated work by staff role, and resumes for the lead Project Manager and other team members.
- b) Proposers are to describe how they can conform to and meet the envisioned RTA scope of work.
- c) Include any innovations that can be delivered within the overall framework of the project.

3.4 Pricing Rate Table:

The Proposer should provide a separate price rates table for on-call projects and other potential services. The rates table must provide sufficient detail for the RTA to assess hourly rates by staff roles, including a breakdown of proposed indirect costs, overhead and fee(s).

3.5 Acceptance of Conditions:

Indicate any exceptions to the general terms and conditions of the RFP, the contract, and to insurance and bonding requirements listed in the RFP. The deviation form included in this solicitation should be used to submit any exceptions.

SECTION 4: RESPONSE TO PROPOSALS

4.1 Acceptance/Rejection of Proposals

RTA reserves the right to reject any or all proposals for sound documentable, business reasons, to undertake discussions with one or more Offerors, and to accept the proposal or modified proposal which, in its judgment, will be most advantageous to RTA, price and other evaluation criteria considered. RTA 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. RTA 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 Offerors.

If there is any evidence indicating that two or more Offerors are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Offerors shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by RTA.

RTA may reject a proposal that includes unacceptable deviations to the terms and conditions or insurance requirements.

4.2 Cancellation of Procurement

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

4.3 Acceptance of a Proposal

Within ninety (90) days after the deadline for submittal of proposals RTA will act either to award the Contract or to reject all Proposals. The acceptance of a proposal shall be evidenced by RTA issuing a purchase order that serves as official notice to the successful Offeror to proceed with the contractual work. No other acts of RTA shall constitute acceptance of a Proposal for award of contract. All unsuccessful Offerors will be notified in writing by RTA that their Proposals were not selected.

SECTION 5. PROTEST PROCEDURES

5.1 General Procedures

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 RTA pursuant to these protest procedures prior to filing any protest, claim or dispute with the FTA.

Protests, claims or disputes, where applicable, shall be in writing and filed with RTA directed to the Program Director, 1001 Woodward, Suite 1400, Detroit, MI 48226. Failure to comply with any of the requirements may result in rejection of the protest.

5.2 Protest Before Proposal Opening

Protests shall be submitted in writing before 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 ten (10) 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.

5.3 Protest After Award

Any individual or entity may file a protest with RTA alleging a violation of applicable federal, state law and/or RTA 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 RTA alleging that RTA has failed to follow its Procurement Protest Procedures. Such protest must be filed no later than ten (10) calendar days from the notice of intent to award or non-award of the procurement Contract.

A protest, dispute, or claim with respect to the award of a Contract through solicitation of bids shall be submitted in writing within ten (10) days of notification of such award to the Program 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 RTA Program Director 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 Executive Director accepts an appeal of the Program Director's decision.

FTA Protest Procedures - FTA will only review protests regarding the alleged failure of RTA to have written protest procedures, or the alleged failure to follow such procedures. An alleged violation on other grounds falls under the jurisdiction of the appropriate State or local administrative or judicial authorities. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with the Federal regulation. FTA will only review protest submitted by an intercede party as defined in FTA 4220.1F. FTA's decision on any appeal will be final.

SECTION 6: PROPOSAL AS A CONTRACT

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

SECTION 7: WAIVER

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

SECTION 8: REQUIRED FORMS

The following forms must be completed and submitted with Proposals. All forms are included in this solicitation package in Appendix A.

- A. Proposal Response Form
- B. Representations and Certifications
- C. Receipt of Addenda Form
- D. Deviation Form
- E. Agreement of Services Form
- F. Non-Collusion Affidavit
- G. Affirmative Action Plan Certification
- H. Disbarment Form
- I. Lobbying Form
- J. Draft Agreement Sample of Services
- K. DBE Certification Form (vendor to provide, if needed)



**REGIONAL
TRANSIT AUTHORITY**
OF SOUTHEAST MICHIGAN

**APPENDIX A
REQUIRED FORMS**



**REGIONAL
TRANSIT AUTHORITY**
OF SOUTHEAST MICHIGAN

A. PROPOSAL RESPONSE FORM

Proposer Name _____

Name of Authorized Representative _____

Signature of Authorized Representative

Title

Address _____

E-mail _____

Phone _____



**REGIONAL
TRANSIT AUTHORITY**
OF SOUTHEAST MICHIGAN

B. REPRESENTATIONS AND CERTIFICATIONS FORM

A. 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, _____

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 RTA 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

Authorized Representative



**REGIONAL
TRANSIT AUTHORITY**
OF SOUTHEAST MICHIGAN

C. PROPOSAL RECEIPT of ADDENDA FORM

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

Phone



**REGIONAL
TRANSIT AUTHORITY**
OF SOUTHEAST MICHIGAN

D.DEVIATION FORM

TO: Regional Transit Authority of Southeast Michigan
1001 Woodward Avenue, Suite 1400
Detroit, MI 48226

The following are identified deviations that we wish to bring to the attention of the RTA for this procurement.

List of Deviations from RFP, the Standard RTA Agreement and/or the insurance and bonding requirements:

Signed _____

Printed Name _____

Title _____

Date _____



**REGIONAL
TRANSIT AUTHORITY**
OF SOUTHEAST MICHIGAN

E. AGREEMENT OF SERVICES FORM

TO: Regional Transit Authority of Southeast Michigan
1001 Woodward Avenue, Suite 1400
Detroit, MI 48226

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

Signed _____

Printed Name _____

Title _____

Date _____ **Telephone** _____

For (Company) _____

Address



**REGIONAL
TRANSIT AUTHORITY**
OF SOUTHEAST MICHIGAN

F. CERTIFICATE OF NON-COLLUSION FORM

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

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



**REGIONAL
TRANSIT AUTHORITY**
OF SOUTHEAST MICHIGAN

H. AFFIRMATIVE ACTION PLAN CERTIFICATION FORM

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 _____

H. RTA DISBARMENT FORM

[This is a reproduction of Appendix B of 22 CFR Part 513]

22 CFR Appendix B to Part 513 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing [Executive Order 12549](#). You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9](#), subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or Board with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9](#), subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9](#), subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[\[60 FR 33042, 33045, June 26, 1995\]](#)

Signed _____

Printed Name _____

Title _____

Date _____

I. CERTIFICATION REGARDING LOBBYING FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signee certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the signee, 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, 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 signee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 certifies or affirms the truthfulness and 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.

Signed _____

Printed Name _____

Title _____

Date _____



**REGIONAL
TRANSIT AUTHORITY**
OF SOUTHEAST MICHIGAN

SAMPLE AGREEMENT OF SERVICES

REGIONAL TRANSIT AUTHORITY OF SOUTHEAST MICHIGAN AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this ___ day of _____ 2023 (“Effective Date”) by and between _____, (hereinafter, together with its assignees and successors in interest, called the "Contractor") and the REGIONAL TRANSIT AUTHORITY OF SOUTHEAST MICHIGAN - a Michigan Regional Transit Authority; 1001 Woodward - Suite 1400, Detroit, Michigan 48226 (hereinafter called “RTA”). All terms and conditions of the prime contract 2017-0119, between the RTA and the Michigan Department of Transportation hereinafter referred to as the “DEPARTMENT,” are incorporated in this Agreement. In the event of a conflict between the terms and conditions of the subcontract and the prime contract, 2023-001, the prime contract prevails.

WITNESSETH:

WHEREAS, The RTA desires to engage the Contractor to render certain professional services hereafter described, in connection with an undertaking which is expected to be partially financed under: 49 U.S. Code §5339 – Bus and bus facilities formula grants, as amended; and pursuant to Title 23, Chapter 1, Section 134, United States Code; with funds provided by the Federal Transit Administration and the Michigan Department of Transportation; pursuant to the Federal Water Pollution Control Act (33 USC 1251 as amended by the Clean Water Act of 1977 (Public Law 95-217); pursuant to the Clean Air Act, as amended, 1977, (hereinafter referred to jointly or individually, as appropriate as the Grantor Agency(ies), as applicable.

NOW THEREFORE, the parties hereto, for the consideration hereinafter specified mutually agree as follows:

ARTICLE I. ASSISTANCE TO THE TRANSIT AUTHORITY

Section A. The RTA hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the Work Plan of the RTA (See **ATTACHMENT I, APPENDIX A**).

Section B. The Contractor shall perform all the necessary services provided under this Agreement in connection with and respecting the following area or areas, herein called the "Planning Area":

The Planning Area consists of the City of Detroit and the Counties of Oakland, Macomb, Washtenaw, and Wayne.

Section C. The Contractor shall do, perform, and carry out in a satisfactory and proper manner as determined by the RTA, the services detailed in **Attachment I** of this Agreement.

ARTICLE II. GENERAL

Section A. All studies, procedures and estimates made in connection with these services, are subject to review and approval of the RTA, for completeness and fulfillment of the requirements of this Agreement.

Section B. The interests of the RTA require close cooperation, and the Contractor shall confer as necessary and cooperate with the RTA in order that the work may proceed in a mutually satisfactory manner.

Section C. The Contractor or its designated representative, upon at least forty-eight (48) hours notice, shall, attend meetings, conferences and public hearings, when requested, and will confer and cooperate in the presentation of these services at such convocations.

Section D. The RTA hereby agrees to make available without charge to the Contractor, at the RTA's headquarters, office space needed by the Contractor in addition to its usual place of business for the performance of the services agreed to under this Agreement, and the Contractor hereby agrees not to include any charge for such additional space in its fee.

Section E. The Contractor hereby agrees to abide by applicable regulations and standards of the National Energy Conservation Program by fostering, promoting, and achieving energy conservation. Contractors must utilize to the maximum practicable extent the most energy-efficient equipment, materials, and construction and operating procedures available.

Section F. This Agreement is funded in part by a grant from a single Grantor agency or combination of grantor agencies listed in the preamble of this agreement. Neither the United States, the State of Michigan, nor any of the grantor agencies are a party to this agreement.

ARTICLE III. CHANGES

The RTA may, at any time by written order, make changes in the work and services to be performed, under this Agreement and within the general scope thereof. If such changes cause an increase or decrease in the cost of performing the work and services under this Agreement or in the time required for its performance, an equitable adjustment shall be made and the Agreement shall be modified by written mutual agreement of the parties hereto as evidenced by an amendment hereto and approved by the Grantor Agency (ies) when required. Any claim for adjustment under this article must be made in writing to the RTA within thirty (30) calendar days from the date the change is ordered. Nothing provided in this article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

ARTICLE IV. INDEMNIFICATION AGREEMENT

The Contractor hereby expressly agrees and covenants that it will hold and save harmless and indemnify the State of Michigan, the Grantor Agency (ies), the RTA, and their respective officers, agents, servants, and employees from liability of any nature or kind, in connection with the work to be performed hereunder, arising out of any negligent act or omissions of the Contractor or of any employee or agents of the Contractor, or any person, firm or corporation employed by the Contractor, or any of them, or associated with it including any persons, firm or corporation having

the status of an independent contractor, or engaged by the Contractor, to perform any work required by or in connection with the work required by this Agreement.

ARTICLE V. DISPUTES

The Program Director of the Regional Transit Authority of Southeast Michigan will, in all cases, decide any and all questions which may arise concerning a question of fact in connection with the work not disposed of by agreement, among or between the parties to the Agreement. If the representatives of either party disagree with the Program Director's decision, either Party may pursue its respective legal and equitable remedies.

ARTICLE VI. RESPONSIBILITY OF THE CONTRACTOR

Section A. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its services. The Contractor shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project.

Section B. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable Grantor Agency (ies) requirements.

Section C. Approval by the RTA of reports, work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of the work. Neither the RTA's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and the Contractor shall be and remain liable in accordance with applicable law for all damages to the RTA caused by the Contractor's negligent performance of any of the services furnished under this Agreement.

Section D. The Contractor shall direct any media inquiries regarding the services covered by this contract to the RTA.

Section E. Michigan law, in addition to any other rights and remedies, provides the rights and remedies of the RTA provided for under this Agreement.

ARTICLE VII. PERSONNEL

Section A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

Section B. All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and Local law to perform such services.

Section C. The Contractor shall not, without written permission from the RTA, engage the services of any person or persons in the employ of the RTA for any work required by the terms of this Agreement.

ARTICLE VIII. NONDISCRIMINATION IN EMPLOYMENT

Section A. The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Section B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, and national origin or solely by reason of a physical or mental impairment or by reason of status as a disabled veteran or a veteran of the Vietnam era. This policy of nondiscrimination shall include, but shall not be limited to: employment, upgrading, demotion, transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation and the selection of employees for training, including apprenticeship, and participation in recreational and educational activities. The Contractor shall adhere to the concepts of affirmative action promulgated by President Executive Order 11246, as amended, and all other applicable federal and state standards established for affirmative action. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices, provided by federal or state civil rights commissions, setting forth the provisions of the above statement of nondiscrimination. The Contractor shall cause the above statements of nondiscrimination and affirmative action to be inserted in all subcontracts for any work covered by this contract to insure that such provisions will be binding upon each subcontractor. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall clearly indicate that the Contractor adheres to the concepts of equal opportunity and affirmative action as required by federal and state laws and regulations.

Section C. The Contractor shall maintain such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees, as the RTA or the RTA's grantor agencies may require. The Contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the Contractor itself and said Contractor shall permit access to its books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purpose of investigation to ascertain compliance with this contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended.

ARTICLE IX. SUBCONTRACT APPROVAL

Section A. For the services performed and expenses incurred by the Contractor under this Agreement, it is agreed that the total cost shall not exceed \$_____. which amount includes a total fixed fee not to exceed \$_____ (as specified in **Attachment II** of this Agreement), without the written approval of the RTA and the Grantor Agency (ies) when required. Costs shall be in accordance with the requirements of 48 CFR, Part 31.

Section B. The Contractor will cooperate with the RTA in meeting commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

Section C. The fixed fees of the Subcontractor shall be considered to be part of the fixed fees of the Contractor.

ARTICLE X. PAYMENT

Section A. For the services performed and expenses incurred by the Contractor under this Agreement, it is agreed that the total cost shall not exceed the amount specified in **Attachment II** of this Agreement, without the written approval of the RTA and the Grantor Agency (ies) when required.

Section B. Checks in payment for services rendered hereunder shall be drawn to the order of the Contractor and mailed to the Contractor at its address as set forth in this Agreement. The Contractor hereby expressly agrees that the acceptance of the check so drawn shall constitute full payment by the RTA to the Contractor, for the services for which such payments are made. RTA shall pay all undisputed portions of Contractor's invoices within 45 days of receipt without holdback or retention.

Section C. The making of payments including partial payments by the RTA to the Contractor in the manner aforesaid, shall vest in the RTA's title to, and the right to take possession of, all reports, estimates, computations, memoranda, and other papers, documents and material produced by the Contractor up to the time of such payments, and the RTA shall have the right to use the same for public purpose or make any desirable alterations thereto, without other or further compensation to the Contractor or to any other person.

Section D. The Contractor shall maintain accounting records and other evidence pertaining to the costs incurred, and make the records available at its office at all reasonable times during the Agreement period and for three (3) years from the date of submission of the final expenditure report pertaining to this Agreement by the RTA to the Federal Grantor Agency (ies). The RTA and any authorized representative of the Federal Government will make such accounting records and other evidence pertaining to the costs incurred, available for inspection, and copies thereof shall be furnished if requested.

ARTICLE XI. AUDITS AND INSPECTION

The Contractor shall permit the authorized representatives of the RTA, its grantor agency (ies) and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance and its subcontracts under this Agreement from date of Agreement through and until the expiration of three years after completion of agreement with which Federal funds are used.

ARTICLE XII. PUBLICATION, REPRODUCTION AND USE OF MATERIALS

Section A. The publication of any data or information made in connection with this Agreement shall be in accordance with publication requirements of the RTA.

Section B. No material produced in whole or in part under this Agreement, shall be subject to copyright in the United States, or in any other country by the Contractor. The RTA shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

Section C. All reports, estimates, memoranda and other papers and documents submitted by the Contractor shall be dated and bear the Contractor's name.

Section D. The RTA shall make available to the Contractor all of the RTA's data, reports, analyses, drawings, maps, tables and other pertinent background information related to the Study under this Agreement.

Section E. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement, which the RTA requests to be kept as confidential, shall not be made available to any individual or organization by the Contractor, without prior written approval of the RTA.

ARTICLE XIII. TIME FOR COMPLETION

The Contractor shall commence the work required by this Agreement, on the date specified in a written Notice to Proceed, and will complete the work specified in **Attachment I** within the time period provided in **Attachment I**. Extensions beyond this period will be written mutual agreement of the parties hereto, as evidenced by an amendment hereto, approved prior to the execution thereof, by the RTA and the Grantor Agency (ies), when required.

ARTICLE XIV. TERMINATION

Section A. This Agreement may be terminated in whole, or in part, in writing by the RTA in the event of substantial failure of the Contractor to fulfill its obligation under this Agreement: Provided, that the RTA shall give the Contractor not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.

Section B. This Agreement may be terminated in whole, or in part, in writing by the RTA for its convenience: Provided, that no such termination may be effected unless the Contractor is given not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

Section C. If termination for default is effected by the RTA an equitable adjustment in the price provided for in this Agreement shall be made, but (a) no amount shall be allowed for anticipated profit on unperformed services or other work, and (b) any payment due to the Contractor at time of termination be adjusted to the extent of any additional costs occasioned to the RTA by reason of the Contractor's default, or if termination for convenience is effected by the RTA, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which had become firm prior to the termination.

Section D. Upon receipt of termination action pursuant to Section A and B, above, the Contractor shall (a) promptly discontinue all services affected (*unless the notice directs otherwise); and (b) terminate all subcontracts to the extent that they relate to the performance of work terminated by the RTA, and (c) deliver or otherwise make available to the RTA, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

Section E. Upon termination pursuant to Section A, above, the RTA may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Contractor is held liable for any excess costs for such similar work or service.

Section F. If after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the RTA. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section C of this Article.

Section G. The rights and remedies of the RTA and the Contractor provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE XV. ASSIGNABILITY, DEATH OR DISABILITY

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the RTA. Provided, however, that claims for money due, or to become due to the Contractor from the RTA under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the RTA.

Where the services of a partnership are engaged as Contractors, each partner shall take full responsibility for, and actively participate in all work provided for them herein from date of execution of this Agreement, until the services have been completed and accepted by the RTA; provided, however, that the death, incapacitation or retirement of one or more of the partners shall not, of itself, be deemed to incapacitate the other remaining partners, providing the remaining partners are, in the judgment of the RTA, able and competent to carry out the terms of this Agreement, in which latter event no reduction shall be made in the compensation on account of such death, incapacitation or retirement.

ARTICLE XVI. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

ARTICLE XVII. INTEREST OF MEMBERS OF TRANSIT AUTHORITY AND OTHERS

No officer or employee of the RTA and no members of its governing body of the locality or localities in which the Project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement, which affects its personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress of the United States of America, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise, herefrom.

ARTICLE XIX. CONTINGENT FEES

The Contractor warrants it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the RTA shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the fees due the Contractor, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XX. GRATUITIES

Section A. The RTA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing, by the RTA that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official or employee of the RTA with a view toward securing a contact of securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this Agreement: Provided, that the existence of the facts upon which the RTA makes such findings shall be in issue and may be reviewed in proceedings pursuant to the "Disputes" Article of this Agreement.

Section B. In the event this Agreement is terminated as provided in Section A., hereof, the RTA shall be entitled (a) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor, and (b) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the RTA) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

Section C. The rights and remedies of the RTA provided in this Article shall not be exclusive and are in addition to any rights and remedies provided by law or under this Agreement.

ARTICLE XXI. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" Article or any other provision of this Agreement, such costs shall be in accordance with 48CFR Part 31.

ARTICLE XXII. EXCUSABLE DELAY

Except with respect to defaults of subcontractors the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or make progress and if such failure arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be in default, unless (a) the services to be furnished by the subcontractor were obtainable from other sources, (b) the RTA shall have ordered the Contractor in writing to procure such supplies or services from such other sources, and (c) the Contractor shall have failed to comply reasonably with such order. Upon request of the Contractor, the RTA shall ascertain the facts and extent of such failure, if he shall determine that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the RTA under the Article hereof entitled "Termination". (As used in this Article, the terms "subcontractor" and "Subcontractors" mean subcontract(s) at any tier.)

ARTICLE XXIII. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

Section A. If the RTA determines that any price, including profit, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased by any significant sums because the Contractor, or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in its certification of current cost or pricing data (EPA Form 5700-41), then such price or cost or profit shall be reduced accordingly and the Agreement shall be modified in writing to reflect such reduction.

Section B. Failure to agree on a reduction shall be subject to the "Disputes" Article of this Agreement.

ARTICLE XXIV. LIMITATION OF COST

Section A. It is estimated that the total cost to the RTA for the performance of this Agreement, exclusive of any fee, will not exceed the estimated cost set forth in the Compensation Article, and the Contractor agrees to use its best efforts to perform the work specified in the Scope of Services and all obligations under this Agreement within such estimated cost. If, at any time, the Contractor has reason to believe that the costs which it expects to incur in the performance of this Agreement in the next sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the estimated cost then set forth in the Compensation Article, or if, at any time, the Contractor has reason to believe that the total cost to the RTA for the performance of this Agreement, exclusive of any fee, will be greater or substantially less than the then estimated cost hereof, the Contractor shall notify the RTA in writing to that effect, giving its revised estimate of such total cost for the performance of this Agreement.

Section B. Except as required by other provisions of this Agreement specifically citing and stated to be an exception from this Article, the RTA shall not be obligated to reimburse the Contractor for costs incurred in excess of the estimated cost set forth in the Compensation Article, and the Contractor shall not be obligated to continue performance under this Agreement (including actions under the Termination Article) or otherwise to incur costs in excess of the estimated cost set forth in the Compensation Article, unless and until the RTA shall have notified the Contractor in writing that such estimated cost has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of performance of this Agreement. No notice, communication, or representation in any other form or from any person other than the RTA shall affect the estimated cost of this Agreement. In the absence of the specified notice, the RTA shall not be obligated to reimburse the Contractor for any costs in excess of the estimated cost set forth in the Compensation Article, whether those excess costs were incurred during the course of the agreement or as a result of termination. When and to the extent that the estimated cost set forth in the Compensation Article has been increased, any costs incurred by the Contractor in excess of the estimated cost prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase; that the increase is solely for the purpose of covering termination or other specified expenses.

Section C. Change orders issued pursuant to the Changes Article of this Agreement shall not be considered an authorization to the Contractor to exceed the estimated cost set forth in the Compensation Article in the absence of a statement in the change order, or other contract modification, increasing the estimated cost.

Section D. In the event this Agreement is terminated or the estimated cost not increased, the RTA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the Agreement based upon the share of costs incurred by each.

Section E. agrees that the costs reported to the RTA for this Contract will represent only those items that are properly chargeable in accordance with this Contract. Also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

ARTICLE XXV. CERTIFICATION

The Contractor's signature on this Agreement constitutes the contractor's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Agreement as **Attachment III** is Appendix B of 49 CFR Part 29.

ARTICLE XXVI. INSURANCE

Section A. Contractor warrants and represents that Contractor has in force as of the Effective Date, and will maintain during this Agreement, the following insurance coverage and minimum limits:

1. Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$3,000,000 per occurrence.
2. Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence;
3. Professional Liability Insurance (e.g., errors and omissions) of not less than \$3,000,000 per occurrence; and
4. Workers' Compensation insurance with statutory limits and with an employer's liability limit of at least \$500,000 in the event Contractor employs any employees.

Section B. Coverage shall be written by insurance companies that are satisfactory to the RTA and admitted to do business where Services under this Agreement are performed. The insurance companies shall have a current AM Best's rating of not less than A-. Any and all deductibles shall be assumed by, for the account of, and at the sole risk of Contractor. All insurance policies shall provide the RTA with 30 days' advance written notice of cancellation. Contractor shall provide valid certification of the above at the commencement of the Agreement and upon issuance, re-issuance, renewal or expiration of any policy, whichever is applicable. Further, the RTA shall be listed as additional insured under such policies, and Contractor shall forward a certificate of insurance verifying such insurance upon the RTA's written request.

ARTICLE XXVII. ENTIRE AGREEMENT

This Agreement, and any documents referenced herein, contain the entire agreement of the Parties relating to the Work Plan. The Parties acknowledge that in entering into this Agreement, neither is relying, nor have they relied, on any promise, representation or statement made by or on behalf of the other Party which is not set forth in this Agreement, and any documents referenced herein.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed by their proper officials.

REGIONAL TRANSIT AUTHORITY OF
SOUTHEAST MICHIGAN

BY:

Program Manager

Date: _____

CONTRACTOR

BY:

Title: _____

Federal ID

Date: _____

ATTACHMENT I

This **Attachment I** is attached to and hereby made a part of the Agreement for Services by and between _____ (hereinafter referred to as the “Contractor”) and the Regional Transit Authority of Southeast Michigan (hereinafter referred to as RTA”) dated ____, 2019

Scope of Services and Schedule

The Contractor shall do, perform and complete in a satisfactory manner, as determined by the RTA, the work described in Appendix A. The Work plan was developed in response to RFP #2019-003 which is incorporated by reference into the Scope of Work.

The work will be carried out following the schedule presented in Appendix A. All work will be completed by _____.

REGIONAL TRANSIT AUTHORITY OF
SOUTHEAST MICHIGAN

BY:

Program Manager

Date: _____

CONTRACTOR

BY:

Title: _____

Federal ID

Date: _____

APPENDIX A

ATTACHMENT II- SAMPLE AGREEMENT SERVICES

This Attachment II is attached to and hereby made a part of the Agreement for Services by and between _____ (hereinafter referred to as the “Contractor”), and the Regional Transit Authority of Southeast Michigan (hereinafter referred to as “RTA”), dated _____, 2023.

Compensation

Section 1

This is a fixed price contract based on monthly services provided for an amount not to exceed \$_____, which amount includes a fixed fee of \$_____. Compensation will be made in accordance with the cost presented in Appendix B.

Section 2

The reimbursement process will be as follows:

- 1. Submission of monthly invoices and progress reports by contractor to or via email at rtamichigan@bill.com:

Regional Transit Authority of Southeast Michigan
1001 Woodward - Suite 1400
Detroit, Michigan 48226
Attn: Accounts Payable

Invoices should document expenses by task indicating hours charged and dollars for labor and other direct costs. RTA shall pay all undisputed portions of Contractor's invoices within 45 days of receipt without holdback or retention.

- 2. After review and approval of invoice, the RTA will enter invoice into Accounts Payable system and bill MDOT for reimbursement as a part of our monthly billings.

REGIONAL TRANSIT AUTHORITY OF
SOUTHEAST MICHIGAN

BY:

General Manager

Date: _____

CONTRACTOR

BY:

Title: _____

Federal ID

Date: _____