



Capital Area Transportation Authority
 4615 Tranter Street
 Lansing, MI 48910

**AMENDMENT NO. 1 TO
 NEW WEBSITE DEVELOPMENT, DESIGN AND
 MAINTENANCE**

1. AMENDMENT NO: 1	2. SOLICITATION NO: RFP 2025-156	3. SOLICITATION NAME: New Website Development, Design and Maintenance	4. AMENDMENT DATE: October 21, 2024
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5. ISSUED BY
 Capital Area Transportation Authority
 Purchasing and Contracts Department
 4615 Tranter Street
 Lansing, MI 48910

6. DESCRIPTION OF AMENDMENT:
 The following documentation has been attached to this Amendment:

1. Pre-proposal minutes and attendance sign in sheet
2. CATA responses to vendor questions.
3. Please note Appendix A, has been "REVISED" and is attached.
4. All other terms and conditions remain unchanged.

PLEASE NOTE: Contractor is required to sign this document and return it with the bid/proposal/quote.

NAME / TITLE OF OFFEROR (Type or Print)	COMPANY NAME
(Signature of person authorized to sign)	(Date Signed)



October 15, 2024

RE: Minutes of Pre-Proposal Meeting on Capital Area Transportation Authority (“CATA”) Request for Proposal 2025-156, New Website Development, Design and Maintenance

A pre-proposal meeting was held October 15, 2024, at 11:00 A.M. Eastern Time via Zoom. The online meeting started at 11:02 A.M. See attachment for those in attendance.

Nicole Wilson discussed the following:

1. All online participants are asked to enter their name, organization, and email address in the chat.
2. This pre-proposal meeting will discuss the highlights of the RFP and the highlights of the scope of work. This pre-proposal meeting will be held similar to a webinar and we did not open this up as a dialogue with the participants. All questions entered in the chat will be recorded. A response will be provided in the amendment.
3. Pay attention to the “Schedule of Activities” listed on the first page of the RFP. Electronic proposals are due at 11:00 A.M. Eastern Time on November 8, 2024. If CATA receives your proposal at 11:01 A.M., you will be marked non-responsive.
4. Oral presentations will be held the week of January 6, 2025. I will send an email to the agencies describing the format for the meeting and a date and time will be confirmed. Only the proposals the evaluation committee score in the competitive range will be invited to present.
5. The proposal must be submitted in a fully accessible format for selection committee members who utilize screen readers. This sentence was stressed twice during this meeting.
6. The evaluation committee will review proposals based on the selection criteria listed in the RFP.
7. Vendors should read II-C Scope of Work. Brandi discussed at a high level the scope of work.
8. Vendors should read the terms and conditions. The required forms are listed in the RFP, they must be signed, dated, and submitted with the proposal.
9. Any amendment(s) CATA release, the vendor must sign and date the form(s).

The meeting ended at 11:38 AM.

Attached: Pre-Proposal Attendance list



PRE-PROPOSAL MEETING SIGN IN SHEET
Request for Proposal 2025-156,
New Website Development, Design and Maintenance
Date: October 15, 2024

COMPANY	NAME	EMAIL
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CATA	Nicole Wilson	nwilson@cata.org
CATA	Brandie Yates	



October 21, 2024

Capital Area Transportation Authority Request for Proposal 2025-156
New Website Development, Design and Maintenance
CATA Responses to Vendor Questions

VENDOR QUESTIONS AND CATA'S RESPONSES:

1. **The RFP states that the sit is currently on DNN, and you would like to migrate to a new CMS. Do you have a preference for a particular CMS?**

We are open to evaluating various CMS options that meet our requirements for user experience, functionality, scalability and accessibility.

- a. **Have you looked at our seen demos of any particular CMS platforms?**

We have reviewed some CMS platforms and encourage vendors to provide demonstrations to help assess their fit.

- b. **Do you have preference for open source or enterprise licensed CMS platforms?**

We are open to both open-source and enterprise solutions, prioritizing functionality and cost-effectiveness.

- c. **Are you looking for a SaaS solution?**

Yes, we are open to SaaS solutions that meet our requirements.

2. **Do you have a propensity for a specific technology or one that you are mostly comfortable with? .NET? Java? PHP?**

We currently utilize .NET and are comfortable with it but are open to other technologies that meet our requirements.

3. **How many CMS authors do you expect to have?**

Approximately 10-20 CMS authors.

4. **For the future, will you be considering personalization, machine learning capabilities, digital or marketing automation, etc.?**

Yes.

5. **Are there any example sites that your organization considers ideal?**

We consider sites excelling in user experience and accessibility as ideal. We do not have specific examples to share at the moment.

6. **Do you currently work with a digital agency or AOR? Will they permitted to bid on this RFP or are they precluded to do so?**

Yes. They are permitted to bid on this RFP.

7. **What is the budget for the project? If an exact figure cannot be provided, can you provide a range, so we can ensure we meet your needs.**

Each vendor should propose their best fixed rate pricing based on the scope of work.



8. Is this only open to US based companies or are you open to working with a Canadian company?

All submissions will be considered.

- a. **I understand that the responses to questions is scheduled to be released October 21st. However, if there is any way you could respond back to this one directly, prior to that date, it would be greatly appreciated.**

As stated in the RFP, Schedule of Activities page, CATA response to questions will be released on October 21, 2024.

9. I came across your RFP on an external website but couldn't find a detailed document of the project. Can you please send me a copy of the complete RFP package to analyze and create our bid for the aforementioned project?

Yes, we can email you the RFP. RFP 2025-156, New Website Development, Design and Maintenance, is posted on our website at www.cata.org.

10. We would greatly appreciate any additional information regarding the tender process or specific requirements.

Please refer to RFP 2025-156, New Website Development, Design and Maintenance.

11. What is the budget?

Each vendor should propose their best fixed rate pricing based on the scope of work.

12. Is there a (CMS) platform preference?

We are open to evaluating various CMS options that meet our requirements for user experience, functionality, scalability and accessibility.

13. Is CATA amenable to using open source technologies such as WordPress or Drupal?

Yes, we are open to using open-source technologies, provided they align with our requirements.

14. In order to properly quote hosting:

- a. **Can you provide the number of page views per month, currently, for the site?**

Please see website analytics attachment for this data.

- b. **What is the average bandwidth usage per month?**

Please see website analytics attachment for this data.

- c. **Can you provide current storage requirements for both database and files?**

This information will be provided to the vendor awarded the contract.

15. What 3rd-party integrations are included?

Please refer to Section II-C Scope of Work.

16. "The timeline should include a transition plan to support and maintain the current DNN CMS during new website creation." (p.11) - is the current vendor not going to be able to support the current DNN site?



The current vendor may continue to support the DNN site during the transition, however that has not been negotiated at this time.

17. **"If applicable, the vendor must ensure alignment between the website and any existing or future CATA mobile apps" (p.12) - is there a current mobile app?**

CATA riders have access to multiple mobile apps; however, none are specifically embedded in the current website.

18. **How many people will be administering content?**

Approximately 10-20.

19. **Can you clarify the key objectives and priorities for the website redesign, beyond achieving WCAG compliance?**

Key objectives include enhancing user experience, improving content management workflows and ensuring seamless integration with existing systems.

20. **What are the specific challenges or limitations with the current CMS (DNN) that need to be addressed in the new system?**

Challenges include difficulty in content management, limited scalability and accessibility compliance issues.

21. **What content management or editing workflows do you foresee for the new platform?**

We foresee streamlined workflows that enhance collaboration and content publishing efficiency.

22. **How many stakeholders will be involved in the project, and how will their input be incorporated?**

We anticipate internal and external input throughout the entire website development process.

23. **Are there any brand or design guidelines that need to be followed during the redesign?**

Yes. See CATA's Brand Guidelines attached.

24. **What is the role of the existing custom modules (like GTFS data files, live chat, pass purchasing, and rider alerts) in the new website? Will new modules or integrations be needed?**

Existing custom modules will be evaluated for continued use, and new integrations may be implemented based on requirements. The role of the GTFS data will be to populate static transit trip times within a searchable table structure.

25. **Are there any preferred third-party tools or software integrations you would like to keep on the new website?**

Please refer to Section II-C Scope of Work.

26. **Can you provide more details about the plans for microtransit and contactless payment integration?**

At the moment, the integration would be app-based, landing webpages and embed codes.

27. **Will there be any changes or enhancements to the live bus tracking and trip planning features?**

We are open to evaluating proposed changes and enhancements to these features.

28. **Can you clarify your requirements for user authentication and permissions within the CMS?**



User authentication must be secure, with customizable permissions for different user roles.

29. What cloud platform preferences do you have for the hosting environment? Are there any specific reasons for choosing Azure?

Azure has been recommended to us, but we are open to evaluating other hosting environments that meet our requirements.

30. Are there any requirements for ongoing website maintenance post-launch? Will there be in-house teams managing part of the website or fully relying on external support?

Yes. We anticipate a mix of in-house management and external support for ongoing maintenance.

31. How frequently do you expect content and data migrations to occur as part of ongoing updates or maintenance?

Content is updated daily. Data migration updates are periodic.

32. What are the reporting or analytics requirements for the website? How do you plan to utilize tools like Google Analytics or Hotjar?

We plan to use Google Analytics, Monsido and Hotjar for monitoring user behavior and website performance to inform improvements. We are open to evaluating proposed tools that meet our needs.

33. Can you provide more details on your security requirements, such as for two-factor authentication or data backup strategies?

Security requirements include implementing two-factor authentication and regular data backups.

34. Are there any accessibility testing tools you prefer or have already been using, like Monsido or WAVE?

Yes – Monsido, WAVE and JAWS.

35. Can you share more details about the planned timeline and the expected milestones for the project?

The project timeline should include key milestones such as completion of the initial design phase, user testing and final deployment within 6 months to 1 year following the contract being signed. We are open to evaluating proposed timelines and milestones specific to a vendor.

36. What are the key objectives for the website redesign?

Key objectives include improved user experience, enhanced accessibility and streamlined content management.

37. What challenges are you currently facing with the existing website?

Current challenges include difficulty in content management, limited scalability and accessibility compliance issues.

38. What specific functionalities or integrations are essential to carry over to the new website?

Please refer to Section II-C Scope of Work.



39. What is your preferred content management system (CMS) for ease of use and future scalability?

We are open to evaluating various CMS options that meet our requirements for user experience, functionality, scalability and accessibility.

40. Can you provide more details about the design preferences or any specific branding guidelines to follow?

See CATA's Brand Guidelines attached.

41. What is the expected timeline for project completion, and are there any critical milestones?

Please refer to Section II-C Scope of Work.

42. How do you envision the process for content migration, and will there be any changes or updates to the existing content?

Content migration will be systematic, with necessary updates made to enhance relevance and readability.

43. Are there any third-party tools or integrations that require specific attention or updates?

Please refer to Section II-C Scope of Work.

44. What are your data security and backup requirements for the new cloud-based hosting solution?

Data security must include encryption, regular backups and compliance with industry standards.

45. How do you currently handle user analytics, and are there any tools or metrics you'd like to implement or improve upon?

We use Google Analytics, Monsido and Hotjar for monitoring user behavior and website performance to inform improvements. We are open to evaluating proposed tools that meet our needs.

46. What are your expectations for post-launch support, maintenance, and updates?

Please refer to Section II-C Scope of Work.

47. Are there any specific legal or compliance requirements (e.g., WCAG 2.1 AAA) that we should prioritize during the design and development phases?

Please refer to Section II-C Scope of Work.

48. Is there a budget allocated for this project?

Each vendor should propose their best fixed rate pricing based on the scope of work.

49. The Accessibility requirements specify "Demonstrated ability to achieve WCAG 2.1 AAA compliance". Can CATA consider WCAG 2.1 AA compliance instead of WCAG 2.1 AAA?



While we aim for WCAG 2.1 AAA compliance, we are open to discussions about achievable standards if necessary.

50. Has the CATA reviewed any CMS for the new website?

Yes.

51. Does the CATA prefer an open-source CMS over a proprietary CMS?

We are open to evaluating various CMS options that meet our requirements for user experience, functionality, scalability and accessibility.

52. Is CATA open to using an open-source CMS such as WordPress or Drupal?

Yes, we are open to using open-source technologies, provided they align with our requirements.

53. How is the RSS currently managing the website? Are there in-house staff who manage the website on a day-to-day basis? If yes, what is their technical expertise with other CMS?

The website is maintained by both an in-house team and current website maintenance and support vendor. Internal staff has experience in other CMS.

54. Who is the incumbent vendor currently providing the website services?

Gravity Works is under contract for maintenance and support of the current website. The current contract does not include the development and design of a new website.

55. Has the CATA defined any budget for this project?

Each vendor should propose their best fixed rate pricing based on the scope of work.

56. How much is the CATA currently spending on the current CMS?

The current contract does not include the development and design of a new website which has greatly expanded the scope of the new contract; therefore the current annual maintenance and support contract is not relevant for this RFP.

57. How much of the existing content for each website will be migrated to the new website?

The majority of existing content will be reviewed for migration, with some updates made for relevance.

58. Can we use our India offshore team for development and support?

Yes. All subcontractors must be identified in the proposal.

59. Has CATA conducted user research to understand the user experience and their expectations on the current website?

Yes, we have conducted preliminary user research and will provide findings to the vendor awarded the contract. However, we expect additional user research as part of the initial phases of the project as mentioned in the scope of work.



60. Has CATA defined any budget for this project?

Each vendor should propose their best fixed rate pricing based on the scope of work.

61. Does CATA have a preference for local vendors?

No.

62. Has CATA conducted an audit of the existing website?

Yes, an audit has been conducted, and findings will be provided to the vendor awarded the contract. However, we expect additional content audits be part of the initial phases of the project as mentioned in the scope of work.

63. Can the CATA let us know the number of CMS users who will be managing the CMS?

Approximately 10-20.

64. The success of projects of this nature is greatly improved by strong relationships founded in clear communication and partnership. Presentations help us both better assess our collaborative potential, and to begin to create a strong foundation that eases contracting. At this time, are you forecasting scheduling interviews with finalists?

Please refer to Section I: Procurement Process, I-P Selection Criteria and I-Q Oral Presentation in the RFP.

65. Can you please be more specific about the point system used in your Selection Criteria? How much does price matter proportionate to other factors?

Please refer to Section I: Procurement Process, I-P Selection Criteria in the RFP.

66. What will the composition of the “ad hoc committee” evaluating proposals look like? What roles and competencies will be represented therein?

Please refer to Section I: Procurement Process, I-P Selection Criteria in the RFP.

67. Is there an incumbent (e.g. Gravity Works) who is authorized to bid on this program? If so, have you invited them to do so? How satisfied is the Authority with the past performance of the incumbent?

Gravity Works is under contract for maintenance and support of the current website. The current contract does not include the development and design of a new website.

All submissions will be considered.

While we acknowledge Gravity Works past performance, we are open to proposals from all qualified vendors to ensure we select the best fit for our current needs.

68. Are you open to continuing to work with your current vendor to maintain the DNN site? This approach would likely be more cost-effective and less disruptive.

Yes, we are open to discussions regarding continued support from the current vendor.



69. Do you have a preference for a local or Michigan-based firm, or will all applications be considered equally?

There are no considerations for local or Michigan-based firm. All submissions will be considered but the must meet the requirements in the RFP.

70. How much did CATA spend on its redesign way back in 2016?

Technology has changed substantially since 2016, that information is not relevant to this current RFP.

71. What is the budget range for this program? (This information is vital for agencies to provide competitive pricing and in-scope options to maximize the value of your program. Transparency won't result in inflated pricing. Should your price expectancy be misaligned with what certain agencies can reasonably provide you may save them countless hours responding to this RFP.)

Each vendor should propose their best fixed rate pricing based on the scope of work.

72. Which line items in your operational or capital budget does this project get tracked to?

This project may use a combination of operating and grant funds.

73. Please provide "Electronic files of CATA's brand standards."

See CATA's Brand Guidelines attached.

74. Please provide "Current website analytics and traffic data from the last 3 months."

Please see website analytics attachment for this data.

75. Do you have a preferred technology for offering Two-factor authentication on the new site (we see you currently use Google and Facebook)?

We are open to evaluating proposed technologies that meet our requirements.

76. Pass Purchasing (Custom E-commerce feature): Is this an embedded angular application that will be dropped in mostly as-is or is redevelopment required? Is this custom built?

A redevelopment is required. This is a custom-built module.

77. Rider Alerts: is this custom built?

Yes.

78. Job Opportunities: is the intention still to link to the external site at workforcenow.adp.com?

Yes, we plan to continue linking to the external site at workforcenow.adp.com. However, we are open to evaluating proposed options.

79. Trip Planner: is this custom built or a third party integration?

Custom-built feature.

80. Are you bound to your existing vendor solutions that separate real-time tracking from trip planning, in addition to an application? Have you discussed the benefits of a unified model that displays all these on your website natively?

We are open to evaluating proposed technologies that meet our requirements.



81. The CATA Media Manager: is this a DAM or other technology? Is this known by another name?

DAM.

82. CATA Interface databases: please elaborate?

Specific details will be provided to the vendor awarded the contract.

83. Does CATA have a specific CMS in mind for the migration from DotNetNuke (DNN)?

We are open to evaluating various CMS options that meet our requirements for user experience, functionality, scalability and accessibility.

84. The proposal requests we “Identify and recommend CMS platforms” of which there could be many well suited to the task (the discovery will help determine a best fit system). Simultaneously you are asking for “all costs associated with CMS licensing, security features, anticipated third-party integrations”. Until a CMS is confirmed, and features scoped an accurate cost cannot be provided. Are estimated costs acceptable at this stage?

Each vendor should propose their best fixed rate pricing based on the scope of work.

85. Does CATA have a preference for Azure?

Azure has been recommended to us, but we are open to evaluating other hosting environments that meet our requirements.

86. Is CATA open to a cloud hosting platform optimized for CMS management, such as Acquia or Pantheon? These offer disaster recovery features, automated backups, test environments. They also provide uptime SLAs options and 24/7 support more economically than an agency can typically provide.

Azure has been recommended to us, but we are open to evaluating other hosting environments that meet our requirements.

87. Does CATA have existing or preferred ways of conducting user testing?

No, we are open to proposed options.

88. Most transit agencies we work with seek to conform to AA, and strive towards AAA. Transit websites exhibit complex features like trip planners or integrations with third party applications which may not meet AAA compliance (such as your required integration with the Hubspot chatbot). Are you amenable to AA compliance but a goal of AAA? Or, are you willing to forego third party tools, technologies, or features which do not comply with AAA?

Our goal is WCAG 2.1 AAA compliance, but we will consider achievable standards. We are open to evaluating recommended alternatives to best comply with AAA standards.

89. Does CATA have internal manual translation capabilities for its content?

No. We would like to include translation capabilities to meet the needs of our diverse riders.

90. How much involvement will CATA have in authoring new content?

CATA will have significant involvement in authoring new content, with vendor support as needed.

91. How do we get to attend the pre-selection meeting on the 15th? We would greatly appreciate that opportunity to meet with your selection team.

Please refer to Section I: Procurement Process, I-I Pre-Proposal Meeting in the RFP.



92. **Project goals include achieving WCAG 2.1 AAA Compliance. Is that upon launch or will it be part of a larger plan to achieve that by a certain date? We do see mention of AAA planning and AA maintenance. Just seeking clarification.**

Compliance is to be achieved upon launch, with ongoing maintenance for continued adherence. In order to be AAA compliant, we must also continue to meet AA compliance requirements.

93. **Site hosting. Do you have requirements for server locations?**

Please refer to Section II-C Scope of Work.

94. **What is the project budget (or range)?**

Each vendor should propose their best fixed rate pricing based on the scope of work.

95. **Is there an incumbent for this contract or project?**

Gravity Works is under contract for maintenance and support of the current website. The current contract does not include the development and design of a new website.

96. **I-P Section Criteria> 1 Technical Expertise > Content Management System Migration a. Bullet 3 "provide a timeline that ensures the new website will be fully operational within 6 months to 1 year (if not sooner) of the new contract, detailing key milestones and deliverables to facilitate a smooth transition."**

The new website should be fully operational within 6 months to 1 year.

97. **Does this mean that the new website will be LIVE to the public within 6 months to 1 year, or that the new website will be fully operational for INTERNAL review (or otherwise) within 6 months to 1 year?**

The new website should be fully operational within 6 months to 1 year.

98. **Has any user research been completed on the existing site in the past? For example, baseline usability studies or user interviews?**

Yes, we have conducted preliminary user research and will provide findings to the vendor awarded the contract. However, we expect additional user research as part of the initial phases of the project as mentioned in the scope of work.

99. **Has any content work already been completed on the website in preparation for the migration to a new site - for example a content inventory or content audit?**

Yes.

100. **Will CATA be responsible for any new content or content updates required in preparation for migration to a new site? Or will CATA need the vendor to provide this support?**

CATA will manage content updates with vendor assistance as needed.

101. **Will CATA be responsible for any organizational change management required in preparation for migration to a new site? Or will CATA need the vendor to provide this support?**

CATA will handle organizational change management with support from the vendor.

102. **Is CATA currently using website tools mentioned in the RFP including Google Analytics or Hotjar, or will these integrations be new for the organization?**



Yes, we currently use website tools and are open to integrating additional tools.

103. Is any onsite work anticipated or required?

There may be onsite work.

104. Is this Time and Materials with a not –to –exceed amount, or is this fixed price? The RFP mentions both.

The approved contract amount cannot be exceeded during the contract period.

105. Does CATA have a budget or budget range established for this work?

Each vendor should propose their best fixed rate pricing based on the scope of work.

106. Does CATA have a desired timeline for completion established for this work?

Yes, within 6 months to a year following the contract being signed.

107. Has CATA done any research to date on CMS platforms you may be considering? If so, what platforms have you looked at?

We are open to evaluating various CMS options that meet our requirements for user experience, functionality, scalability and accessibility.

108. Are there specific CMS platforms you will not consider for this project?

We are open to evaluating various CMS options that meet our requirements for user experience, functionality, scalability and accessibility.

109. What are the major pain points with the current CMS?

Challenges include difficulty in content management, limited scalability and accessibility compliance issues.

110. Are there any aspects of the current CMS you like?

We appreciate the existing CMS's basic functionality, but enhancements are needed.

111. In multiple places the RFP states WCAG 2.1 AAA as the standards you are looking to achieve. Is this correct? The most recent WCAG standard is 2.2.

Yes, we aim for WCAG 2.1 AAA compliance.

112. Given that state regulations only require WCAG AA standards, is there a specific concern or reason you are looking to achieve WCAG AAA standards rather than just AA standards? Section II: Statement of work states “Continue maintaining WCAG 2.1 AA compliance per relevant accessibility legislation” further adding some confusion to whether we are trying to achieve AAA or AA standards.

We aim for the highest accessibility standards to ensure all users can access our services.

Due to the funding model of this project including grant funds, we need to provide access above and beyond what is required.

113. Under “Custom Modules and Third-Party Integrations” the RFP states “Vendors must coordinate with CATA's current third-party module providers for updates and troubleshooting.” Are you able to provide a list of Third-Party integrations that will need to be included in the new website.

Please refer to Section II-C Scope of Work.



- 114. The RFP states “Each Contractor should make every effort to include Disadvantaged Business Enterprises in this project. CATA has a Disadvantaged Business Enterprise goal of 1.28%.” Would a SBE certified by MDOT meet this requirement?**

CATA’s DBE goal of 1.28% is a race/gender neutral. The goal is not a requirement but encouraged.

- 115. On page 14 the RFP states “Achieve readability at a Grade 7 level or lower, according to the Flesch-Kincaid Model.” What role do you anticipate the vendor playing in re-writing content for the site? Should content writing/creation be part of our scope of work proposal?**

The majority of the content revisions will be done by CATA with vendor assistance as needed.

- 116. Can we have access to your current website analytics and traffic data from the last 3 months to understand what users are looking for on your site?**

Please see website analytics attachment for this data.

- 117. What are the primary goals you wish to achieve with the website redesign?**

Key goals include improved accessibility, user experience and effective content management.

- 118. Who are the key stakeholders involved in this project, and what are their roles?**

We anticipate internal and external input throughout the entire website development process.

- 119. Can you provide specific examples of websites you admire and why?**

We consider sites excelling in user experience and accessibility as ideal. We do not have specific examples to share at the moment.

- 120. What are the biggest challenges you currently face with your existing website?**

Challenges include difficulty in content management, limited scalability and accessibility compliance issues.

- 121. Are there specific brand guidelines or visual elements that must be incorporated?**

See CATA’s Brand Guidelines attached.

- 122. Do you have preferences for the overall style and tone of the new website?**

We prefer a modern, user-friendly style that reflects our brand identity.

- 123. How important is it to maintain consistence with exiting marketing materials?**

Consistency is crucial for brand integrity and user recognition.

- 124. What is your preferred method of communication and frequency for project updates?**

We prefer weekly updates via email or scheduled calls as necessary (more or less depending on the phase of the project).

- 125. Are there specific project management tools you require us to use?**

No.



126. What is the expected timeline for project completion, and are there any critical deadlines?

The project timeline should include key milestones such as completion of the initial design phase, user testing and final deployment within 6 months to 1 year following the contract being signed. We are open to evaluating proposed timelines and milestones specific to a vendor.

127. How do you plan to manage content updates post-launch?

We will establish a regular schedule for content updates and designate responsible team members.

128. Will there be new content created, or is it primarily a migration of existing content?

There will be a mix of migrating existing content and creating new content.

129. Are there specific accessibility standards you wish to prioritize in content presentation?

WCAG 2.1 AAA compliance is our priority for content presentation.

130. What current CMS are you using, and are there any preferred platforms for the new CMS?

We are currently using DNN. We are open to evaluating various CMS options that meet our requirements for user experience, functionality, scalability and accessibility.

131. Are there specific integrations or third-party tools that need to be maintained or added?

Please refer to Section II-C Scope of Work.

132. How do you handle user authentication and permissions currently?

Currently, user authentication is managed with role-based permissions manually entered through DNN.

133. What security measures are currently in place, and what additional features are expected?

Since this RFP is for a new website, we would like the vendor to recommend security measures for the new website in their proposal.

134. Are there any specific performance metrics or load time goals to be met?

We aim for a load time of under 3 seconds.

135. How do you handle data backups and disaster recovery?

We have a regular backup schedule and a disaster recovery plan in place.

136. Does CATA use an API for generating and uploading GTFS data files with static fixed-route schedule departure information to cata.org, or are these files simply uploaded to the server via FTP?

The GTFS files are uploaded to an FTP site for consumption. These files are publicly available. Multiple different entities



consume CATA's GTFS feed for various purposes.

- 137. Is there a third-party service or iframe solution integrated into the website to facilitate the online sale of transit passes, including the validation of student IDs to prevent multiple purchases per semester?**

No, the online sales is a custom-built feature. Yes, the student ID integration is through an iframe solution.

- 138. Is there an iframe or third-party API used for posting job openings, allowing online applications, and supporting document uploads with a tracking system for staff, given that this system is currently powered by ADP?**

Yes.

- 139. For purchasing staff to manage vendor profiles, communications, and bid-tracking, is it necessary for vendors to have the ability to submit bids directly through the website?**

Yes.

- 140. Could this be set up as a subdomain or a small microsite, given the need for a separate credentialing process while sharing navigation elements with the core site?**

Yes.

- 141. What are the key accessibility issues you wish to address with the new design?**

Key issues include ensuring compatibility with assistive technologies and improving navigation for users with disabilities.

- 142. How will you measure and ensure ongoing compliance with WCAG 2.1 AAA standards?**

Compliance will be monitored through regular audits and user testing.

- 143. Are there specific assistive technology or devices you want the site optimized for?**

We aim for compatibility with screen readers, keyboard navigation tools and other assistive technologies. JAWS is a common tool used by our visitors.

- 144. What are your primary goals for SEO improvement?**

Our goals include increasing organic traffic, improving search rankings and enhancing user engagement.

- 145. Are there existing issues with site speed or performance you want to address?**

Yes, we want to improve load times and overall site performance.

- 146. How do you currently track and analyze website traffic and user behavior?**

We use Google Analytics and Monsido for tracking and analyzing user behavior.

- 147. What are your expectations for post-launch support and maintenance?**



Please refer to Section II-C Scope of Work.

148. Do you require training for your team on the new CMS or website features?

Yes.

149. How do you handle bug fixes and updates currently?

Bugs are tracked through a ticketing system, and updates are scheduled regularly.

150. What is CATA's budget for this RFP?

Each vendor should propose their best fixed rate pricing based on the scope of work.

151. How much does CATA pay annually for maintenance & support with their current vendor?

The current contract does not include the development and design of a new website which has greatly expanded the scope of the new contract; therefore the current annual maintenance and support contract is not relevant for this RFP.

152. Is there a specific timeline when the new website must go live by?

Yes, 6 months to 1 year following the contract being signed.

153. The RFP states the new vendor should include a transition plan to support and maintain the current DNN CMS during the new website creation. Please expand on this request below.

a. Does this include updates/improvements to the DNN CMS?

Yes, when necessary to maintain the integrity of the current website.

b. Does this include content changes within the CMS?

Yes, when necessary to maintain the integrity of the current website. However, CATA staff can make majority of content edits on the current site.

154. When does the contract with the vendor currently managing the CATA website end?

March 31, 2025.

155. Is CATA open to using their current vendor to maintain the DNN CMS during the new website creation?

Yes, we are open to discussing continued support from the current vendor.

156. Is CATA open to using a service like AccessiBe to provide full WCAG 2.1 AAA & WCAG 2.1 AA compliance?

Yes, we are open to exploring services like AccessiBe for accessibility compliance.



157. Does CATA have an existing mobile application?

CATA riders have access to multiple mobile apps; however, none are specifically embedded in the current website.

158. Is CATA IT staff open to using Cloudflare to manage DNS for security purposes?

Yes, we are open to using Cloudflare or other similar platforms.

159. Does CATA IT staff expect to be training on CMS maintenance or will the contractor solely be responsible?

Staff training across multiple departments is required to be provided by the contractor.

160. It would be very helpful if you could provide an anticipated budget for this project and relationship. Do you have an anticipated budget or budget range for this project?

Each vendor should propose their best fixed rate pricing based on the scope of work.

161. Do you have an anticipated budget for ongoing support and strategic partnership?

Each vendor should propose their best fixed rate pricing based on the scope of work.

162. Can you provide budgetary spend (or range) for website support/maintenance/marketing for the past two to three years?

The current contract does not include the development and design of a new website which has greatly expanded the scope of the new contract; therefore the current annual maintenance and support contract is not relevant for this RFP.

163. How would you handle pass-through expenses like hosting? Will that expense be passed through the contract with the website vendor or will it be handled separately?

Pass-through expenses will be passed through the contract with the website vendor as indicated in the Pricing Form.

164. Are you open to certain aspects of this project being supplied through a subscription model such as Software As A Service (SAAS)?

Yes.

165. On Page 5 it states, "Failure to attach the required documents will cause your submission to be declared NONRESPONSIVE." - If we provide the RFP in a Dropbox link for you to download, would that be an acceptable submission method?

No.

166. How soon after proposal submission will we receive an email confirmation that the proposal was received?

If your agency submitted a proposal, and you did not receive a confirmation, please send a follow-up to nwilson@cata.org.

167. Can you provide information about the screen reader that may be used to review the proposals?

JAWS is the screen reader primarily utilized to review the proposals.



168. What is your current process for ensuring ADA Accessibility?

We conduct regular audits and user testing to ensure ADA compliance.

169. What tools do you use to monitor accessibility issues with your websites, videos, attached files, etc?

Monsido, WAVE and Axe Devtools.

170. How do you engage with the accessibility community to continue evolving equal access to your site and its information?

We engage through outreach initiatives and by including accessibility experts in our review processes.

171. What are your expectations of the website vendor to ensure accessibility over the lifetime of the contract?

We expect the vendor to conduct regular accessibility audits and provide ongoing support and maintenance for compliance.

172. Please describe the expectations of internal teams and other external vendors such as copywriters, videographers, graphic designers, or marketing agencies of record to produce accessible work that may be used on the website.

All teams must adhere to accessibility guidelines and collaborate to ensure that all content is accessible.

173. We recommend that the accessibility community be involved in the website creation process. Can you create a “website redesign action group” that includes key members of your accessibility community to assist in critical review periods of the site?

Yes.

174. Are you considering a rebrand in the near future? If so, could you provide preview access to vendors to evaluate the media?

Yes, we are exploring the potential for a rebrand and will keep vendors informed of developments.

175. Do you have a brand guidelines document created? Can you share this with vendors?

See CATA’s Brand Guidelines attached.

176. Do you have an assets library of images and videos that can be used in the new site design? For example, images of the vehicles, stations, stops, customer/lifestyle images, etc.

Yes.

177. Do you have personnel who are responsible for creating new media on an ongoing basis?

Yes.

178. Can you provide source files for your logo and brand assets?

Yes, we can provide files to the vendor awarded the contract.



179. Does your brand contain specific information for how to use the brand elements in such a way to ensure accessibility?

Not at the moment, but we can create additional brand guidelines to ensure accessibility.

180. What brand fonts do you use? Are they accessible?

See CATA's Brand Guidelines attached.

181. Do you envision that the vendor will need to modify your brand guidelines and/or perform accessibility testing of your brand colors, font, image treatments, etc?

Modifications may be necessary based on usability feedback and accessibility needs.

182. How many website domains and subdomains are a part of this RFP? Please provide a list of domains.

One website domain and approximately two subdomains.

183. Forms.

a. What type of information do you plan to collect? Text? Document/file uploads?

We plan to collect various data types, including text inputs and document uploads.

b. Are they short forms or single or multi-page applications (job applications, feedback, accessibility registration, event registration/rsvp, etc.)

Forms will vary in length, with both short forms and multi-page applications used.

c. Are the forms departmentally specific? (will this require cross-departmental training?)

Yes, some forms will be departmentally specific, requiring cross-departmental training.

d. What is the workflow after the form is submitted? Where will the information go?

Submissions will be routed to designated departments based on their content.

e. Is it your desire to capture form submissions then route them through the CRM which will send/assign it to the appropriate department/contact?

Yes, submissions will be captured and routed through our CRM, currently HubSpot.

f. If yes, what CRM are you using?

HubSpot.



184. Will we be keeping the existing navigation structure in place and migrating content to the new system or are you looking to completely overhaul and replace your existing content and navigation structure?

The existing navigation structure will be evaluated for usability, and updates will be made as needed.

185. Can you please clarify this statement and give concrete examples of what this pertains to? "CATA will not pay any fees associated with translating its current data files into alternate hardware and/or software formats. Should the vendor wish to translate CATA data files into new formats, CATA personnel will not dedicate time to review or proofread translated files, and the agency will be responsible for ensuring the accuracy of data-file translations and will be required to reimburse CATA for any costs arising from any data-file errors (i.g., staff time in proofing or reprinting materials)."

This means CATA will not cover translation fees; accuracy and associated costs will be the vendor's responsibility.

186. What are your future goals for your digital marketing and communication efforts?

Goals include enhancing user engagement, improving service visibility and leveraging analytics for strategic decisions.

187. Are you currently running any campaigns that have a digital component to them?

Yes, all marketing campaigns have a digital component including website landing pages, blogs, news, rider alerts, etc.

a. If so, can you describe the digital execution aspect of these campaigns?

See comment above.

b. Do these campaigns have landing pages or forms that collect rider/audience information?

Yes.

188. Could you please describe your current digital marketing strategies for each of your audience segments? Riders (Transit Dependent, Choice, Paratransit), Human Resources (Careers/Hiring), Procurement (Business Community), Community Stakeholders (General)

Our strategies vary per segment, focusing on targeted content and outreach initiatives tailored to each audience.

189. What is the current traffic in sessions per month of the site?

Please see website analytics attachment for this data.

a. Do you have Google Analytics reports that you can share?

Please see website analytics attachment for this data.

190. Do you have account ownership of all third-party tools and systems used on the site such as:

- Google Tag Manager
- Google Analytics
- Google Cloud Console/APIs
- Google Translate



- Meta (Facebook / Instagram)
- X (formerly Twitter)
- Others

Yes.

191. Could you please provide demographic information regarding your ridership?

Ridership data can be found on our website at www.cata.org.

192. What is the size of your current marketing and communications team?

- a. **Could you provide an org chart and/or a description of positions and responsibilities?**

An org chart can be found on our website at cata.org.

193. Do you have a cross-departmental team that regularly meets to discuss how internal decisions and systems impact the ability for you to provide the optimal customer experience and engagement?

Yes.

194. How often do you anticipate scheduling vendor collaboration meetings to ensure that we act as a team to best serve your needs?

We anticipate meeting weekly to discuss project progress and adjustments.

195. How do you respond to and internalize metrics and data to inform changes, optimizations, and new opportunities for the websites?

We analyze metrics regularly to inform decisions and identify areas for improvement.

196. Partnerships are hard to execute if vendors are not afforded time to be “always on.” Are you amenable to a retainer or minimum spend model regarding the aspects of the project that are related to ongoing improvements and partnerships?

No.

197. Do you expect the selected vendor to be responsible for data the site’s data security?

Yes.

198. Do any specific compliance standards need to be adhered to?

Yes, we must adhere to WCAG 2.1 AAA and other relevant regulations.

- a. **If so, how often do you perform compliance audits?**

Monthly.

- b. **If so, can you please share the results of the last compliance audit?**



A compliance audit can be shared with the vendor awarded the contract.

199. Do you have either an internal or a vendor-provided security and compliance team?

Yes.

200. Do you currently perform routine (at least annually) security audits?

- a. **If so, can you please share the general results of the last security audit (do not include any specific vulnerabilities that were discovered)?**

Yes, we conduct routine security audits annually. This information may be released to the vendor awarded the contract.

201. Do you currently perform routine security testing and monitoring, such as penetration testing, dark web monitoring, employee anti-phishing training and testing, etc.?

- a. **If so, can you please share information about the testing and monitoring measures that you have in place?**

Yes. The information may be shared with the vendor awarded the contract.

202. Do you maintain a Backup and Disaster Recovery (BDR) plan and associated solution?

- a. **If so, can you please share information about it?**
- b. **If not, do you desire to have the selected vendor implement a BDR plan and solution?**

Yes, our IT Department has a BDR plan in place. However, we desire to have the selected vendor implement a BDR plan and solution for the new website.

203. Do you have a desired uptime requirement that goes beyond the baseline standard of 99.9% for critical systems during working hours?

We require a minimum uptime of 99.9% for critical systems.

- a. **If so, are you tolerant of additional cost in the contract for a “cold” or “hot” datacenter in the event of an outage of the primary datacenter?**

The approved contract amount cannot be exceeded during the contract period.

204. Will the new site need to store any Personally Identifiable Information (PII) about users or site visitors?

Yes.

205. Will the new site need to handle any Payment Card Industry (PCI) complaint transactions?

Yes.

206. Is 24/7 support required? Transit is sometimes tough because business hours and service hours are often not the same.

Please refer to Section II-C Scope of Work.



207. Do you have expectations regarding an SLA for response and break-fix tickets?

Please refer to Section II-C Scope of Work.

208. What is your current backup and disaster response plan regarding the website and other digital properties?

Our backup plan includes regular backups and a detailed recovery process.

209. How does IT handle change control and coordinate with external vendors?

IT follows a formal change control process that includes documentation and approval workflows.

210. What teams are available after hours and is there a concept of being “on call” for emergencies? What are those communications pathways?

A dedicated IT support team is on call for emergencies, with clear communication pathways established.

211. Concerning the need to have a “dark site” for BDR purposes:

a. Does the site need to be a full replica of the live site?

No.

b. If so, how current does it need to be compared to the live site?

See above.

c. If not, is a small “failover site” with only critical information and contact information sufficient?

Yes.

212. We plan to utilize Microsoft Azure for hosting which uses a fluctuating/consumption-based billing model. This is sometimes hard to budget and typically also can flow through IT’s budget. Are you OK with hosting having a separate PO that will allow for flexibility in solutions/services utilized in Azure?

Pass-through expenses will be passed through the contract with the website vendor as indicated in the Pricing Form.

213. We typically use Application Insights in Azure for health and performance monitoring. Is this satisfactory or do you require specific tools?

Yes.

214. Does the vendor need to develop specific language for Privacy Policy or Terms of Use documents based upon the specifics of the implementation? Or will your internal compliance teams handle this?

Our internal team will handle this, but we expect vendor input.



215. Do testing/staging environments need to be “always on” or only needed during deployments?

They should only be “always on” during critical development phases.

216. Is the incumbent available for questions/interviews/code exchanges?

This is an option to be considered during the “Transition Plan” of the project.

217. Do you have source code for the existing site that can be transferred to the new vendor?

Yes.

218. Does the current codebase have documentation?

Yes.

219. Are all third-party systems documented and ready to be transferred to the new vendor?

Not at the moment, but it will be upon migration.

220. Who is your current payment processor and payment gateway?

The current eCommerce system is a custom-built feature. We are open to reviewing recommendations for a new solution in the new website.

221. Please describe your current fulfillment process once an order is successfully submitted on the fares eCommerce website.

Fulfillment includes order confirmation, processing and ticket distribution.

222. How do you handle refunds?

Refunds are processed internally and communicated via email.

223. How do you handle chargebacks?

Refunds are processed internally and communicated via email.

224. Have you had issues with fraud in the past? Fares purchased with stolen credit cards, etc.

Yes, we have experienced fraud attempts, and we take measures to mitigate risks.

225. What checks and balances are in place to guard against fraud and/or abnormal transactions on the eCommerce site?

The current eCommerce system is a custom-built feature. We are open to reviewing recommendations for a new solution in the new website.



226. Does your current eCommerce site support fare-capping or do you have account-based pricing rules for different customer types? 65+, Students, Economically Disadvantaged, etc.

Account-based pricing rules.

a. If so, what is your vetting/application process like to be approved for account-based pricing?

Customers provide proper documentation in advance which is verified and updated.

b. If not, do you envision adding this in the future or do you require it as part of the website rebuild?

Yes.

227. MUST the eCommerce site be part of the same system as the website? Are you open to having a separate eCommerce system that just handles fare purchase, hosted separately from the marketing site?

We are open to separate systems for eCommerce if it enhances functionality. However, it must work seamlessly in the new website.

228. Do any users or records need to be migrated from the old system to the new eCommerce system? Order history, payment methods, etc.

Yes.

229. How much volume do you process through the current eCommerce system? Total sales, transactions per month.

This information may be available to the vendor awarded the contract.

230. What are the most popular fares purchased through the eCommerce system?

This information may be available to the vendor awarded the contract.

231. What segment of your total ridership tends to use the web-based eCommerce system?

We do not have data to answer to that question.

232. What payment methods does the eCommerce system support? Credit Card? ACH? Debit Card? PayPal?, CashApp?, Zelle?, etc.

Credit card.

233. Are any other systems integrated with the eCommerce system? For example, a drop shipping integration to automatically ship tickets upon purchase?

No.

234. Are customers allowed to save payment methods? Do you store any PCI data within your systems?



Yes.

- 235. Can you please describe the “My CATA” account? Other than access to the Online Store and to register for Alerts, does the customer have any other**

No.

- 236. “My CATA” does not appear to integrate with My Spec-Tran. Would you like the “My CATA” account to also govern access to My Spec-Tran?**

Yes, we hope to streamline this in the future.

- 237. What is the Pass Distribution section of your website? Why do the credentials for “My CATA” not work for this section?**

The Pass Distribution section allows internal users to access and link MSU student ID numbers to passes.

- 238. How often do you publish new GTFS files and/or new versions of your schedules?**

New versions of CATA’s GTFS feed are produced approximately 10-20 times per year depending on CATA’s need to adjust service, fix issues or update the public facing time timetables to reflect CATA’s seasonally fluctuating service levels.

- 239. Do you have seasonal schedules updates? How many times per year do you change your routes & schedules?**

New versions of CATA’s GTFS feed are produced approximately 10-20 times per year depending on CATA’s need to adjust service, fix issues or update the public facing time timetables to reflect CATA’s seasonally fluctuating service levels.

- 240. What is your current process and timeline for updating schedules on the website? Please include rider notification and marketing initiatives prior to new schedules implementation.**

New versions of CATA’s GTFS feed are produced approximately 10-20 times per year depending on CATA’s need to adjust service, fix issues or update the public facing time timetables to reflect CATA’s seasonally fluctuating service levels.

Marketing initiatives include social media and traditional media assets at high traffic locations.

- 241. What is your current process for service alerts? Are disruptions added to any disruption management software? Or are your alerts simply content on the website? How would you like this process to change/adjust/improve with the website development project?**

These are just content alerts. We are open to recommendations on how to improve this functionality.

- 242. What is your current process when there is severe weather alert? How are routes affected and what’s the notification process and channels for riders?**

Our current process includes Rider Alerts, pinned web banners and social media posts.

- 243. Who is your CAD/AVL provider on your vehicles? What services/products are you using from that provider?**



Transit Master (a Vontas product)

244. What system do you use to generate your static GTFS files?

Trapeze Group's product FX for base scheduling, a background export of Trapeze data to Google's GTFS Feed Validator, and ultimately publishing that data via another Trapeze product.

245. Who is your current provider of GTFS-RT or other real-time data regarding vehicle locations predicted stops times? Does this same vendor publish disruptions as well?

Trapeze Group and Vontas are CATA's current providers of the GTFS- RT feed and onboard Automatic Vehicle Locator (AVL) system. Currently, CATA does not publish dynamic detouring to the public. Internal systems do have the capacity to, and are utilized to, pivot services in the case of detouring, and have that information conveyed to the onboard AVL system.

a. Where else is your real-time data used? Digital signs, totems, on-vehicle signs?

Currently, CATA does not publish dynamic detouring to the public. Internal systems do have the capacity to, and are utilized to, pivot services in the case of detouring, and have that information conveyed to the onboard AVL system.

246. Who "owns" the Redi-Ride service? Does CATA or is it a service provided by the city?

CATA owns the Redi-Ride service.

247. Is your demand response service provided by CATA employees or an outside vendor? If so, who is the outside vendor?

A combination of CATA employees and an outside vendor, TransDev.

248. Can you please describe the intake process for ride requests via phone?

This question does not pertain to the website development and design project.

a. Who is manning the phones? CATA employees or is intake managed by an external vendor?

CATA employees.

b. How are you logging/documenting/confirming rides that have been booked?

This question does not pertain to the website development and design project.

249. How many Demand Response rides do you provide every month?

Ridership data can be found on our website at www.cata.org.

250. What is the cancellation rate on ride requests?

This question does not pertain to the website development and design project.

251. Do you envision the need for digital ride request functionality with integrated digital purchase capability?



We have not discussed this internally but are open to hearing recommendations.

252. What system do you currently use to send email marketing messages?

Constant Contact and Meltwater.

253. Please describe your current outbound messaging strategy.

We currently do not have an outbound messaging strategy.

254. How many marketing emails do you send annually?

Approximately 20-50 a year.

255. How many contacts do you have in your email marketing platform?

This data is unnecessary for the website development and design project.

256. What system do you use to send email notifications regarding disruptions, service alerts, and/or emergency messages?

Custom-built Rider Alerts system on the website.

257. What system do you use to send out SMS messages? Who is the SMS provider?

Twilio.

258. How many SMS messages do you send out annually?

This data can be provided to the vendor awarded the contract.

259. Do you need the vendor to budget for annual SMS spend and email marketing platform or are these expenses handled through a separate PO?

No. These are handled separately.

260. Can you please provide more insight into the integration with ADP for the display of jobs on the website?

Currently it is just a redirect URL.

261. The RFP seems to indicate that you want a full ATS (Applicant Tracking System) developed. Is this not already provided by ADP/Workforce?

Currently it is provided through ADP/Workforce, however in the future we may consider utilizing an integrated model within the new website CMS.

262. What efforts are you currently undertaking for recruitment? How does marketing and/or the website collaborate with HR to ensure visibility of open positions?



This question does not pertain to the website development and design project.

263. Are you engaging in paid placement of jobs on any platforms? Please describe.

This question does not pertain to the website development and design project.

264. Do you currently use a procurement platform to advertise and enable participation by vendors?

Yes. This is a custom-built feature in the current website.

265. Does this proposal require this functionality to be added? Can you please describe how you intend to interact with business vendors via the website?

Yes. This is a custom-built feature in the current website.

266. Would you like vendors to be able to digitally submit proposals via the website or procurement system?

Yes.

267. Do you have a database of existing vendors who can be notified of changes?

No.

268. Is there a DBE percentage requirement for this RFP?

Please refer to Section 1: Procurement Process, I-P Selection Criteria in the RFP. CATA has a Disadvantaged Business Enterprise (DBE) goal of 1.28%.

269. Are there existing integrations not mentioned in the scope that need to be accounted for?

Not that we are currently aware of.

270. Outside of the vendor meeting the defined requirements, what do you hope to accomplish that may not be communicated in the RFP?

We hope to establish a long-term relationship with the vendor for ongoing enhancements and support of a robust website that meets our requirements.

271. Are there internal processes or workflows you hope to improve with this project?

Yes, we aim to streamline internal processes related to content management and user engagement.

272. How will you measure success for this project?

Success will be measured by user feedback, increased traffic, enhanced engagement metrics, and compliance with accessibility standards.



273. Are you open to the idea of aspects of your digital solution being structured as a service rather than a large, upfront design/build project?

Yes, we are open to structuring aspects of the project as a service for greater flexibility.

274. Is there a sample contract that we can review?

No, a contract will be drafted by our legal counsel after the award.

275. Contract Language. Does the contract include language to allow piggybacking?

a. Would you be open to adding language to allow piggybacking?

No

276. Is it possible to extend the amount of time for interviews to one hour? 30 minutes is such a short amount of time for such an important project and relationship.

No.

277. Regarding the Mobile App Integration, could you clarify if there is an existing app currently in use? If not, or for future considerations, what features or functionalities would you expect to integrate with the new website as part of the app integration?

CATA riders have access to multiple mobile apps; however, none are specifically embedded in the current website.

278. In terms of SEO and Optimization, are all the pages within [cata.org](https://www.cata.org) already covered in the sitemap (<https://www.cata.org/sitemap>), or are there other types of content that we would need to account for beyond what is included there?

The majority of pages are covered, but we will review and ensure all relevant content is included.

279. Page 10, Section Number II-B; In the RFP you mention 64,000 monthly pageviews. What does peak traffic look like on the website?

Please see website analytics attachment for this data.

280. Page 10, Section Number II-B; Please provide a breakdown of the content included in the 3,000+ indexed web pages. i.e. how many pages contain static content? Forms? Video/Media? etc.

Please see website analytics attachment for this data.

281. Page 11, Section Number II-C-4 CMS/Content Migration; What features currently exist in the CMS that you love and want to see included in the new website?

Please refer to Section II-C Scope of Work.

282. Page 11, Section Number II-C-4 CMS/Content Migration; What would you like to see improved/removed from the current website during the redesign?



Improvements are needed in navigation, user experience, accessibility and mobile responsiveness.

283. Is Gravity Works the incumbent vendor?

Yes.

a. Are they a preferred vendor?

While we acknowledge Gravity Works past performance, we are open to proposals from all qualified vendors to ensure we select the best fit for our current needs.

284. Will the recording of this meeting be made available to attendees?

The recording of this meeting will not be shared with attendees. It is for record keeping only.

285. Can we add questions at any time, or should we wait till the end?

You can add questions at anytime in the chat.

286. Does CATA have any specific CMS that you prefer to move to?

We are open to evaluating various CMS options that meet our requirements for user experience, functionality, scalability and accessibility.

287. Is headless or traditional CMS implementation preferred?

We are open to both headless and traditional CMS implementations, depending on the features and user experience they can provide.

288. Are there any mobile app requirements?

No.

289. Does CATA have any preference towards a cloud service provider?

Azure has been recommended to us, but we are open to evaluating other hosting environments that meet our requirements.

290. What is the preferred cloud platform (e.g., Azure) for hosting the new website, and will CATA require the vendor to provide support for backup and disaster recovery?

Azure has been recommended to us, but we are open to evaluating other hosting environments that meet our requirements.

We will require the vendor to provide support for backup and disaster recovery solutions.

291. Could you clarify the amount of content that will be migrated from the existing CMS, including the total volume of data and content types?



We anticipate migrating a substantial volume of content, including text, images, and videos, from the existing CMS. A detailed content inventory will be provided to the selected vendor.

Please see website analytics attachment for some of this data.

292. Could you provide an estimated budget for this project?

Each vendor should propose their best fixed rate pricing based on the scope of work.

293. Have you secured funding for this project yet?

Yes.

294. What tools will you be using to measure the accessibility of the proposal? If this is a disqualifying factor, we'd like to know what your objective measures of accessibility are for the proposal document.

We will use tools such as Monsido, Axe, and WAVE to measure accessibility and ensure compliance with standards. JAWS is the screen reader being utilized by an evaluation committee member.

295. Do you have a preference for working with local vendors, or are you open to utilizing an offshore team?

For this procurement, it is against regulations for CATA to limit this to local vendors.

296. Should we email the questions we asked here?

You can add questions at anytime in the chat.

297. Is there a preferred CMS? What are your expectations around maintenance? Is there a preferred hosting platform? Is there a budget allocated for this project?

We are open to evaluating various CMS options that meet our requirements for user experience, functionality, scalability and accessibility.

Azure has been recommended to us, but we are open to evaluating other hosting environments that meet our requirements.

Each vendor should propose their best fixed rate pricing based on the scope of work.

298. During the transition period, how frequently will the DNN CMS require updates?

The DNN CMS will require updates as necessary to ensure continuity and reliability during the transition period.

299. Will CATA provide staff resources for content editing during this phase, or will the vendor handle all updates?

CATA will provide staff resources for content editing, but we expect the vendor to assist with updates as needed.

300. Will existing content need reformatting, or is direct migration sufficient?

Existing content requires reformatting to ensure compatibility and usability in the new system.

301. Should future CMS upgrades include backward compatibility testing?

Yes, backward compatibility testing is recommended to ensure that existing features and content remain functional after upgrades.

302. Is there a specific accessibility tool (Monsido, Axe, WAVE) that CATA prefers for audits and compliance checks?



We currently utilize tools such as Monsido and WAVE for accessibility audits and compliance checks.

303. Should accessibility features support multiple languages, given CATA's diverse ridership?

Yes, accessibility features should support multiple languages to accommodate our diverse ridership.

304. Custom Modules & Integrations: What degree of integration with GTFS, Trapeze, or HubSpot is required for real-time updates?

Integration with Trapeze and GTFS for real-time updates is essential, and we will assess the need for HubSpot and other integrations based on vendor proposals.

305. Are there any preferred APIs for planned integrations with mobile apps or future digital tools?

We will review proposed APIs during the evaluation phase and are open to recommendations.

306. Who is the current vendor that maintains the CATA DNN CMS?

Gravity Works.

307. Should the vendor manage cloud costs within the project or provide a separate budget?

Cloud costs should be managed within the project budget but may require separate line items for clarity.

308. Will existing SSL certificates be reused, or must new ones be procured?

Existing SSL certificates will be evaluated, and new ones will be procured if necessary to ensure compliance and security.

309. How should the costs for third-party licenses and tools be separated from core project estimates?

Costs for third-party licenses and tools should be itemized separately in the proposal for transparency.

310. Will the proposal include budget allowances for future technology updates, or will those be handled ad-hoc?

Proposals should include allowances for future technology updates to ensure ongoing support and improvements.



BRAND GUIDELINES

LOGO USAGE

PRIMARY LOGO WITH TAGLINE

Use this version whenever possible.



Reverse version for dark backgrounds.



Make sure to give the logo ample breathing room. Use the width of the "CATA" in the logo as a guide for the minimum amount of space between the logo and any other elements.

WORDMARK



Use the full logo when at all possible. In some instances where the logo is required to be very small, the CATA wordmark can be used.

GRAPHIC ELEMENTS

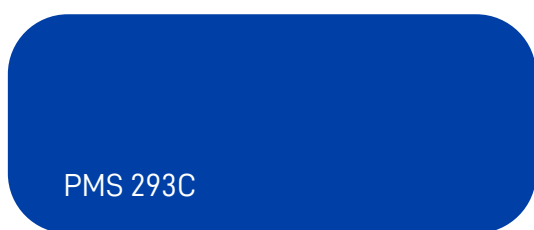
You can use arrows and other graphic elements to overlay background shapes, bringing depth and visual interest to a layout. Use transparency or fade to soften the element.

EXAMPLES



COLORS

PRIMARY COLORS



CMYK: **100 / 80 / 12 / 3**
RGB: **0 / 61 / 166**
HEX: **#003DA6**



CMYK: **100 / 20 / 0 / 0**
RGB: **0 / 149 / 218**
HEX: **#0095DA**

ACCENT COLORS



CMYK: **0 / 0 / 0 / 100**
RGB: **0 / 0 / 0**
HEX: **#000000**



CMYK: **0 / 0 / 0 / 20**
RGB: **209 / 211 / 212**
HEX: **#D1D3D4**

TYPOGRAPHY

HEADINGS

D-DIN CONDENSED BOLD

AaBbCcDdEeFfGgHhIiJjKkLlMm

NnOoPpQqRrSsTtUuVvWwXxYyZz

BODY COPY

Gill Sans

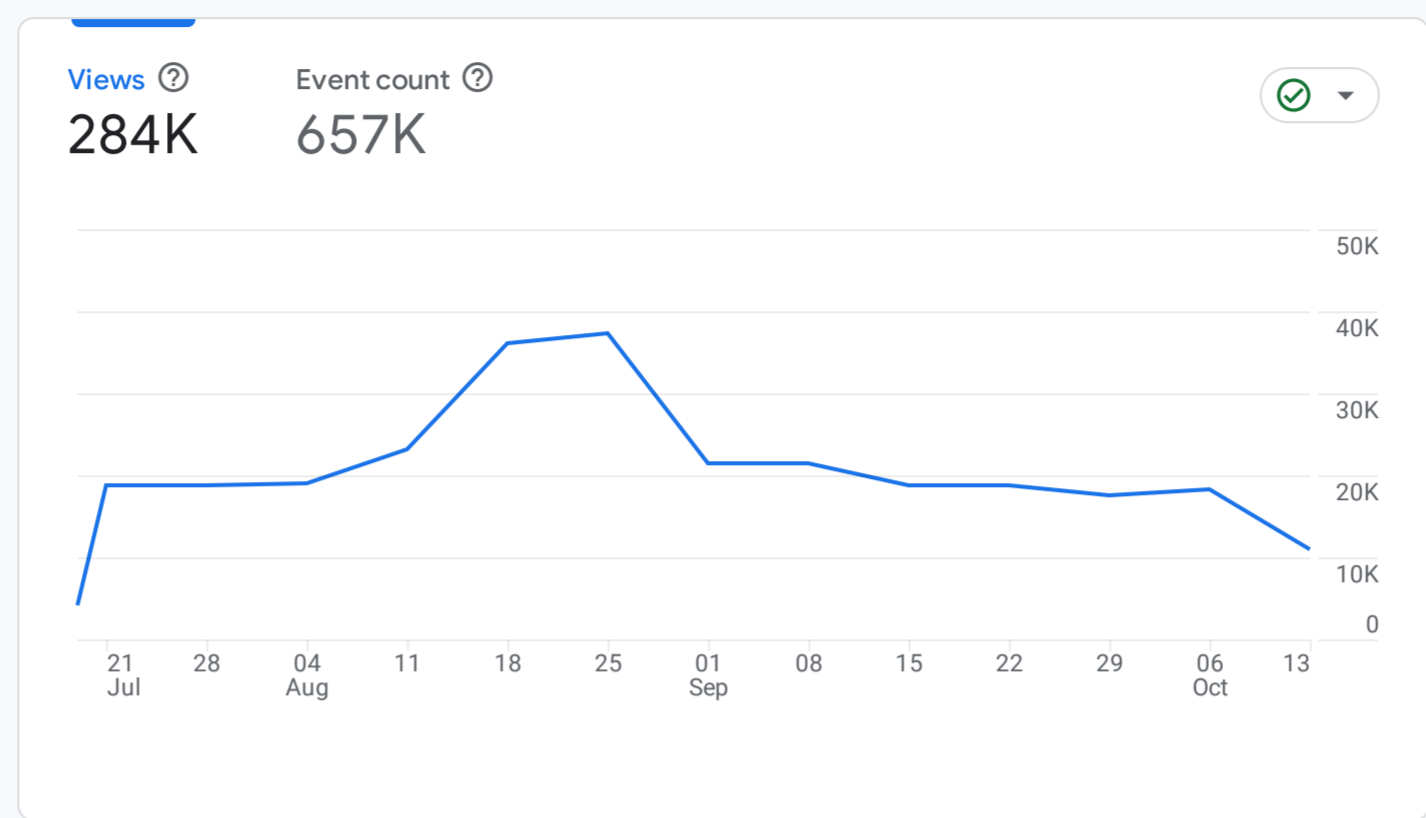
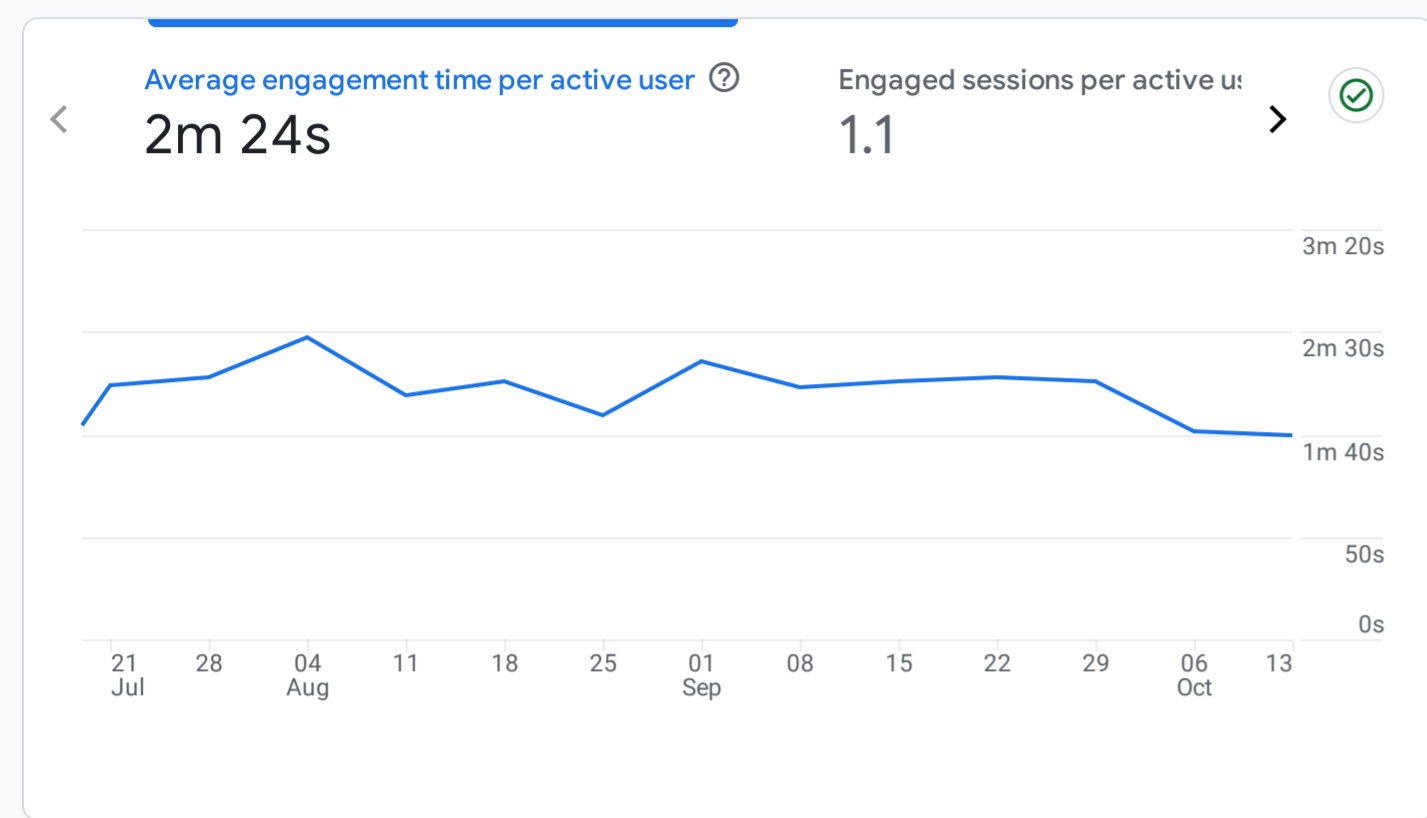
AaBbCcDdEeFfGgHhIiJjKkLlMm

NnOoPpQqRrSsTtUuVvWwXxYyZz

All Users [Add comparison](#)

Last 90 days Jul 19 - Oct 16, 2024

Engagement overview



Event count by Event name

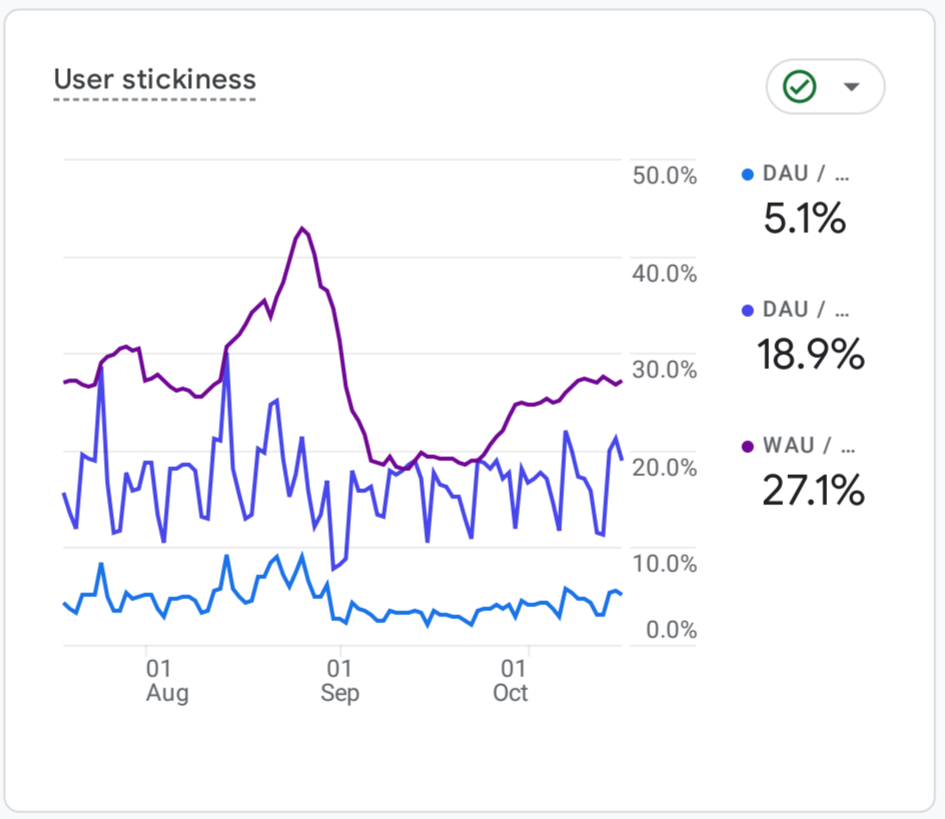
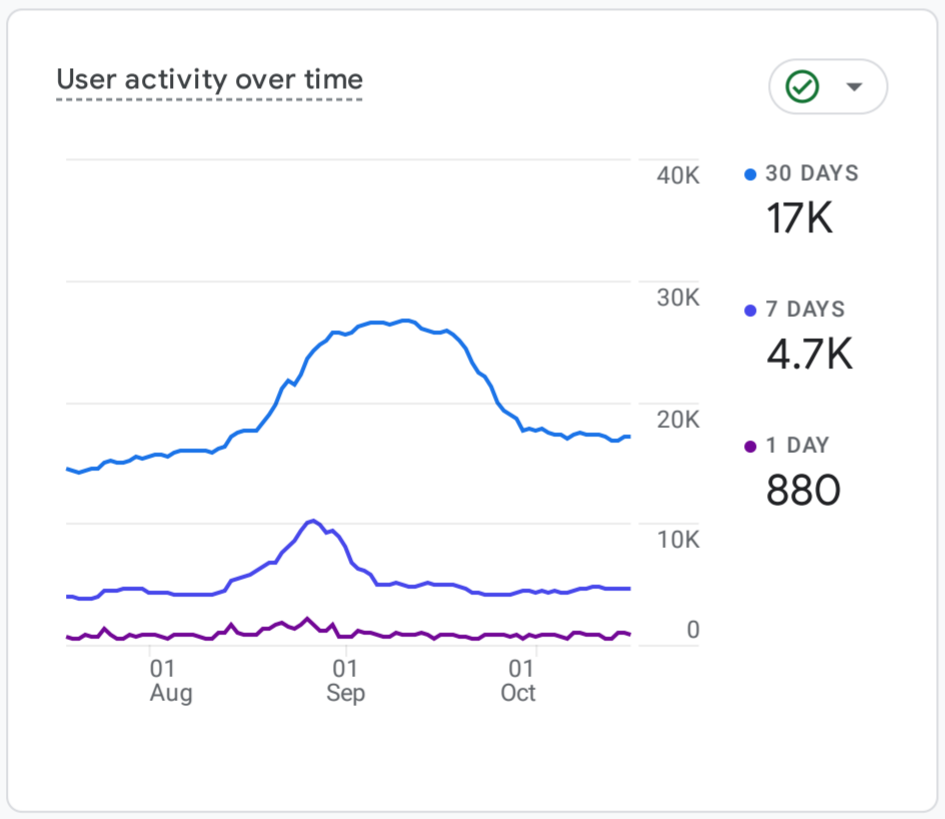
EVENT NAME	EVENT COUNT
page_view	284K
user_engagement	199K
session_start	118K
first_visit	55K
click	363

[View events](#)

Views by Page title and screen

PAGE TITLE AND S...	VIEWS
Find Bus by Schedule...	50K
Routes & Schedules ...	38K
Home Capital Area ...	35K
Trip Planner CATA	20K
MSU Campus Where...	15K
Buy Online Fares C...	13K
CATA > Fares > Pass ...	7.5K

[View pages and screens](#)

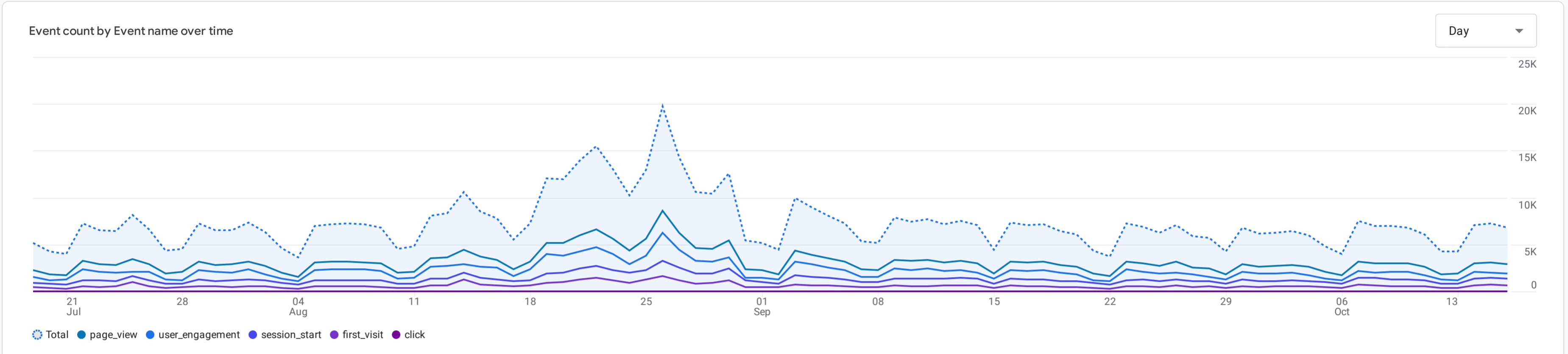


All Users Add comparison +

Last 90 days Jul 19 - Oct 16, 2024

Events: Event name

Add filter +



Plot rows Search... Rows per page: 10 1-5 of 5

Event name	Event count	Total users	Event count per active user	Total revenue
Total	656,633 100% of total	57,673 100% of total	11.54 Avg 0%	\$0.00
1 page_view	284,169	57,627	4.99	\$0.00
2 user_engagement	199,150	37,923	5.29	\$0.00
3 session_start	117,802	57,449	2.08	\$0.00
4 first_visit	55,149	54,496	1.01	\$0.00
5 click	363	99	3.67	\$0.00

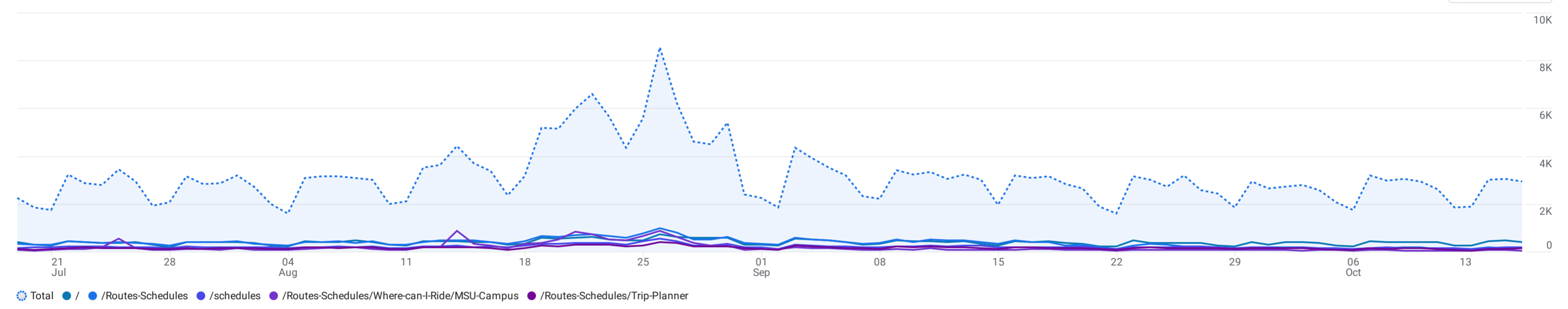
All Users Add comparison +

Last 90 days Jul 19 - Oct 16, 2024

Pages and screens: Page path and screen class

Add filter +

Views by Page path and screen class over time



Plot rows Search... Rows per page: 10 Go to: 1 1-10 of 8004

Page path and screen class	Views	Active users	Views per active user	Average engagement time per active user	Event count	Key events	Total revenue
Total	284,169 100% of total	56,925 100% of total	4.99 Avg 0%	2m 24s Avg 0%	656,633 100% of total	0.00	\$0.00
1 /	34,951	15,963	2.19	33s	98,978	0.00	\$0.00
2 /Routes-Schedules	32,587	13,455	2.42	21s	83,492	0.00	\$0.00
3 /schedules	18,628	9,609	1.94	0s	19,432	0.00	\$0.00
4 /Routes-Schedules/Where-can-I-Ride/MSU-Campus	15,441	8,775	1.76	34s	43,835	0.00	\$0.00
5 /Routes-Schedules/Trip-Planner	14,204	5,825	2.44	2m 56s	27,598	0.00	\$0.00
6 /Fares	6,088	3,862	1.58	20s	13,500	0.00	\$0.00
7 /Fares/Buy-Online/Products	5,664	4,238	1.34	31s	12,694	0.00	\$0.00
8 /routes-schedules	5,540	2,967	1.87	14s	16,673	0.00	\$0.00
9 /Routes-Schedules/Stops-Departures	5,423	2,761	1.96	4m 28s	10,523	0.00	\$0.00
10 /schedules/01/0	4,530	5,629	0.80	50s	13,952	0.00	\$0.00

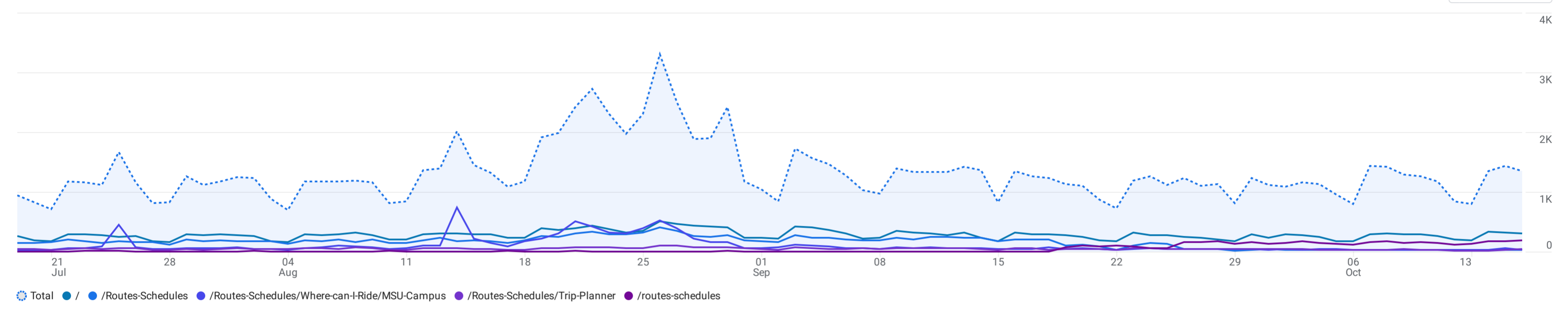
All Users Add comparison +

Last 90 days Jul 19 - Oct 16, 2024

Landing page: Landing page

Add filter +

Sessions by Landing page over time



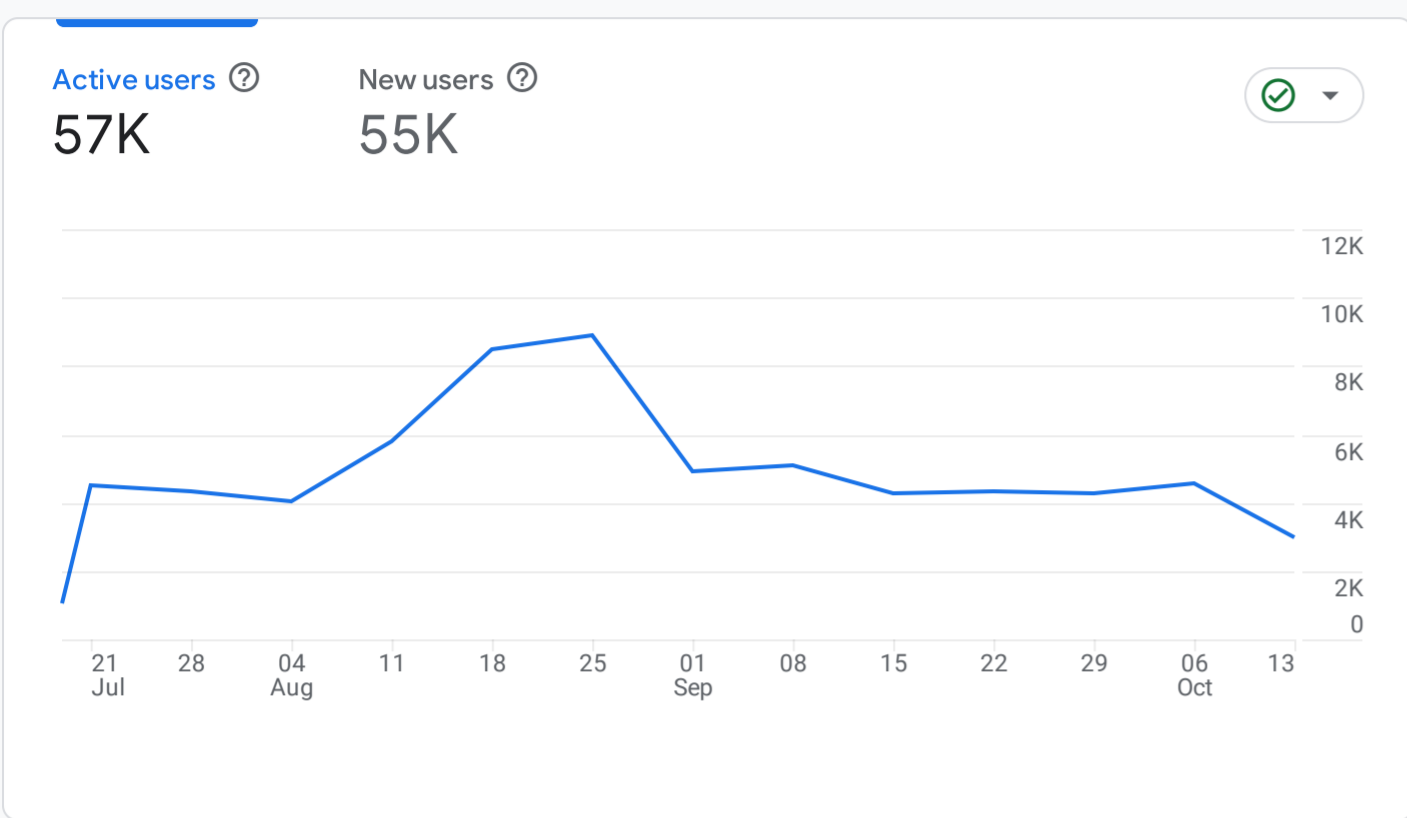
Plot rows Search... Rows per page: 10 Go to: 1 1-10 of 1809

Landing page	Sessions	Active users	New users	Average engagement time per session	Key events	Total revenue	Session key event rate
Total	120,569 100% of total	56,925 100% of total	55,149 100% of total	1m 08s Avg 0%	0.00	\$0.00	0%
1 /	25,445	14,535	12,548	1m 17s	0.00	\$0.00	0%
2 /Routes-Schedules	14,401	8,741	7,085	1m 40s	0.00	\$0.00	0%
3 /Routes-Schedules/Where-can-I-Ride/MSU-Campus	9,517	7,798	7,335	1m 04s	0.00	\$0.00	0%
4 (not set)	6,660	3,747	0	2m 31s	0.00	\$0.00	0%
5 /Routes-Schedules/Trip-Planner	4,279	1,507	751	49s	0.00	\$0.00	0%
6 /routes-schedules	4,123	2,709	2,104	1m 11s	0.00	\$0.00	0%
7 /spectran	2,590	1,472	1,195	1m 00s	0.00	\$0.00	0%
8 /schedules/01/0	2,421	1,306	676	36s	0.00	\$0.00	0%
9 /Fares/Buy-Online/Products	2,352	1,803	1,355	1m 12s	0.00	\$0.00	0%
10 /About/News/ArtMID/498/ArticleID/1339/preview/true/CATA-to-launch-service-changes-Aug-19	2,145	1,687	1,559	6s	0.00	\$0.00	0%

All Users Add comparison

Last 90 days Jul 19 - Oct 16, 2024

Acquisition overview



New users by First user primary channel group

Channel Group	New Users
Organic Search	29K
Direct	21K
Referral	3K
Organic Social	1.8K
Organic Video	540
Display	61
Unassigned	40

[View user acquisition](#)

Sessions by Session primary channel group

Channel Group	Sessions
Organic Search	73K
Direct	35K
Referral	5.2K
Unassigned	3.5K
Organic Social	2.4K
Organic Video	576
Display	68

[View traffic acquisition](#)

Sessions by Session Google Ad...

No data available

[View Google Ads campaigns](#)



Organic Google Search impressions by Landing page + query string

Landing Page + Query String	Organic Google Search Impressions
/Routes-Schedules	238K
/Routes-Schedules/Trip-Plan...	194K
/	165K
/Routes-Schedules/Where-c...	159K
/Fares/Buy-Online	139K
/schedules	137K
/drive	127K

[View Google organic traffic acquisition](#)

Organic Google Search clicks by Organic Google Search query

Organic Google Search Query	Organic Google Search Clicks
cata	6.9K
cata bus routes	4.4K
cata bus schedule	2.1K
cata bus	1.7K
cata bus pass	794
cata trip planner	707
msu bus routes	677

[View Google organic search queries](#)

Sessions by Session manual source

Session Manual Source	Sessions
google	69K
bing	3.1K
onboard5.cloudpath.net	1.5K
idoffice.msu.edu	968
m.facebook.com	889
yahoo	769
WILX	608

[View Manual campaigns](#)

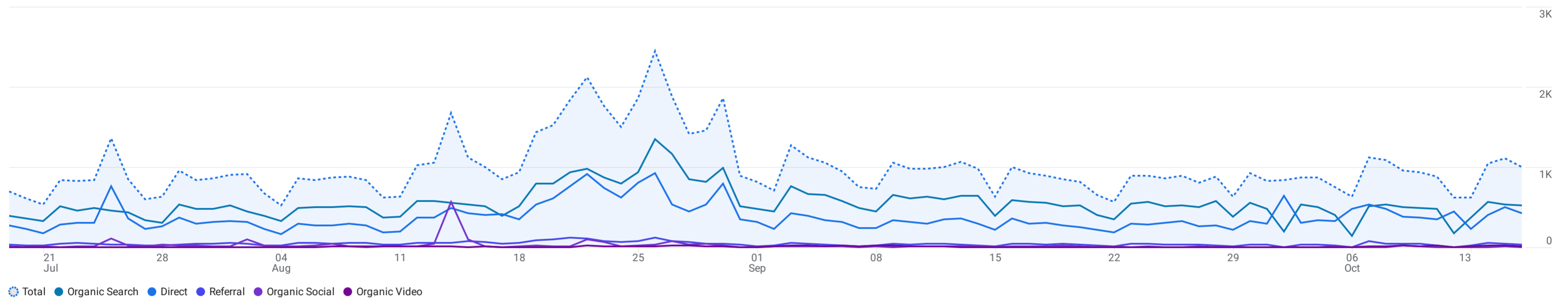
All Users Add comparison +

Last 90 days Jul 19 - Oct 16, 2024

User acquisition: First user primary channel group (Default Channel Group)

Add filter +

Total users by First user primary channel group (Default Channel Group) over time



First user prim...Channel Group) +		Total users	New users	Returning users	Average engagement time per active user	Engaged sessions per active user	Event count	Key events	User key event rate
		100% of total	100% of total	100% of total	Avg 0%	Avg 0%	100% of total	0.00	0%
<input checked="" type="checkbox"/>	Total	57,673	55,149	15,047	2m 24s	1.10	656,633	0.00	0%
<input checked="" type="checkbox"/>	1 Organic Search	30,424	28,880	10,156	2m 53s	1.34	384,043	0.00	0%
<input checked="" type="checkbox"/>	2 Direct	22,358	20,764	4,325	2m 07s	0.93	240,334	0.00	0%
<input checked="" type="checkbox"/>	3 Referral	3,110	3,032	463	1m 02s	0.52	20,926	0.00	0%
<input checked="" type="checkbox"/>	4 Organic Social	1,864	1,830	86	20s	0.40	8,640	0.00	0%
<input checked="" type="checkbox"/>	5 Organic Video	541	540	18	6s	0.24	2,110	0.00	0%
<input type="checkbox"/>	6 Display	61	61	3	4s	0.08	218	0.00	0%
<input type="checkbox"/>	7 Unassigned	40	40	2	34s	0.75	258	0.00	0%
<input type="checkbox"/>	8 Paid Search	6	2	4	1m 51s	2.33	100	0.00	0%
<input type="checkbox"/>	9 Paid Social	2	0	0	0s	0.00	4	0.00	0%

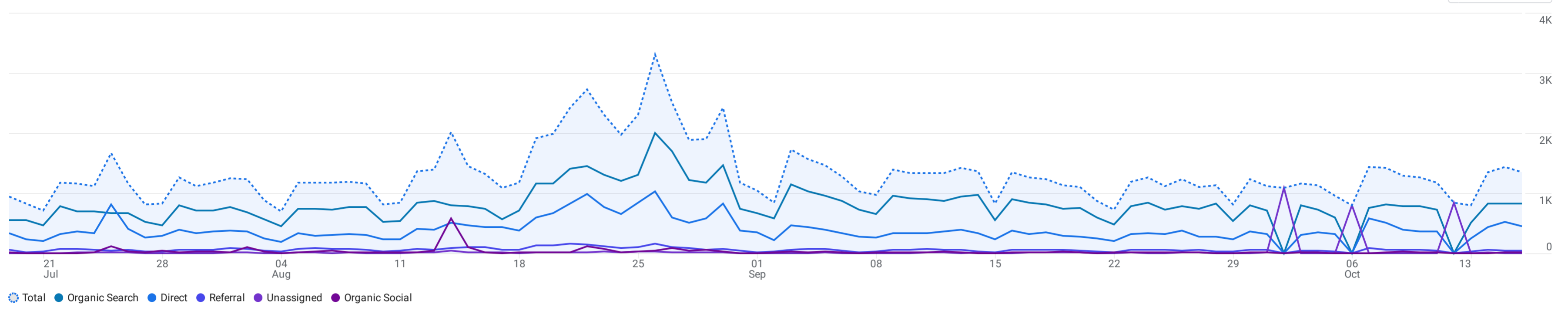
All Users Add comparison +

Last 90 days Jul 19 - Oct 16, 2024

Traffic acquisition: Session primary channel group (Default Channel Group)

Add filter +

Sessions by Session primary channel group (Default Channel Group) over time



Plot rows Search... Rows per page: 10 1-8 of 8

Session primary...Channel Group)	Sessions	Engaged sessions	Engagement rate	Average engagement time per session	Events per session	Event count	Key events	Session key event rate	Total revenue
Total	120,569 100% of total	62,716 100% of total	52.02% Avg 0%	1m 08s Avg 0%	5.45 Avg 0%	656,633 100% of total	0.00	0%	\$0.00
1 Organic Search	72,995	43,319	59.35%	1m 16s	5.63	411,264	0.00	0%	\$0.00
2 Direct	35,037	15,370	43.87%	59s	5.22	183,021	0.00	0%	\$0.00
3 Referral	5,238	2,255	43.05%	59s	5.83	30,556	0.00	0%	\$0.00
4 Unassigned	3,456	1,559	45.11%	1m 07s	5.20	17,977	0.00	0%	\$0.00
5 Organic Social	2,437	930	38.16%	22s	4.71	11,479	0.00	0%	\$0.00
6 Organic Video	576	130	22.57%	4s	3.67	2,112	0.00	0%	\$0.00
7 Display	68	5	7.35%	3s	3.21	218	0.00	0%	\$0.00
8 Paid Search	2	0	0%	0s	3.00	6	0.00	0%	\$0.00

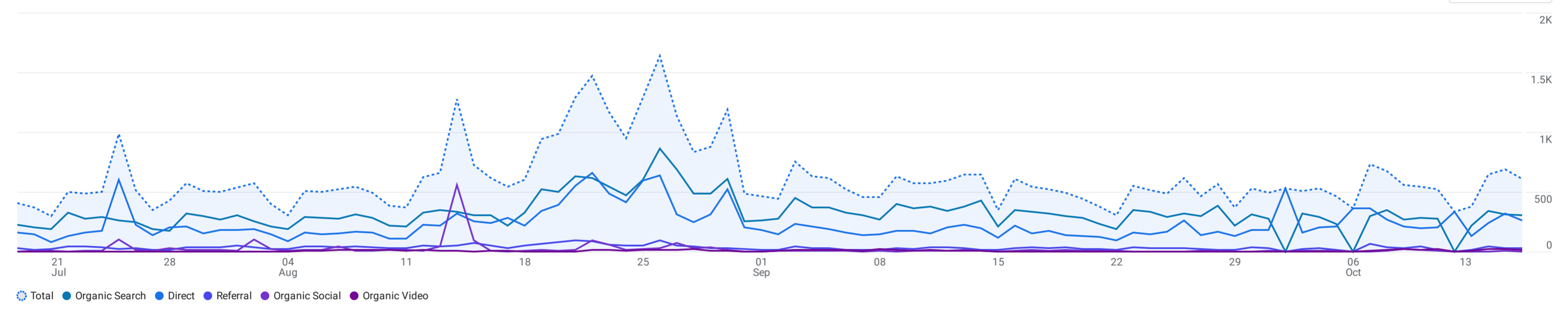
All Users [Add comparison](#)

Last 90 days Jul 19 - Oct 16, 2024

User acquisition cohorts: First user primary channel group (Default Channel Group) [👍](#)

[Add filter](#)

New users by First user primary channel group (Default Channel Group) over time



Plot rows Rows per page: 10 1-8 of 8

<input type="checkbox"/>	First user prim...Channel Group) +	↓ New users	Total revenue	Transactions	Average 120d value
<input checked="" type="checkbox"/>	Total	55,149 100% of total	\$0.00	0	\$0.00
<input checked="" type="checkbox"/>	1 Organic Search	28,880	\$0.00	0	\$0.00
<input checked="" type="checkbox"/>	2 Direct	20,764	\$0.00	0	\$0.00
<input checked="" type="checkbox"/>	3 Referral	3,032	\$0.00	0	\$0.00
<input checked="" type="checkbox"/>	4 Organic Social	1,830	\$0.00	0	\$0.00
<input checked="" type="checkbox"/>	5 Organic Video	540	\$0.00	0	\$0.00
<input type="checkbox"/>	6 Display	61	\$0.00	0	\$0.00
<input type="checkbox"/>	7 Unassigned	40	\$0.00	0	\$0.00
<input type="checkbox"/>	8 Paid Search	2	\$0.00	0	\$0.00

"REVISED" APPENDIX A

CAPITAL AREA TRANSPORTATION AUTHORITY

STANDARD TERMS AND CONDITIONS OF PROCUREMENT

1. **MDOT AND FTA TERMS.** All contractual provisions that the Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and/or the US Department of Transportation ("US DOT") by law or regulation, require to be included in contracts supported by state or federal financial assistance, including the requirements set forth in FTA Circular 4220.1 and the Clause Matrix (last updated September 2023), as updated and amended, and the Master Agreement between CATA and FTA and the Master Agreement between CATA and MDOT as it may be amended, all of which are hereby incorporated by reference. FTA required terms and MDOT required terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. Contractor shall not refuse to comply with any CATA request to conform this contract to include MDOT or FTA required contractual provisions. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA to be in violation of the mandated contractual provisions.

2. **ETHICS.** Contractor agrees it has or it will establish and maintain written Standards of Conduct covering conflicts of interest that:
 - (1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third party contract or subcontract: (i) The Recipient or its Subrecipients' officers, employees, board members, or agents engaged in the selection, award, or administration of any third party agreement; (ii) The immediate family members or partners of those listed above in section 4(a)(1)(i) of this Master Agreement; and (iii) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed above in sections 4(a)(1)(i) and (ii) of this Master Agreement;

 - (2) Prohibit those individuals listed above from: (i) Engaging in any activities involving the Recipient's or any of its Subrecipients' present or potential Third Party Participants at any tier, including selection, award, or administration of a third party agreement in which the individual has a present or potential financial or other significant interest; and (ii) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third Party Participant in the Recipient's Underlying Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and

 - (3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above for violations.

3. **CHANGE IN CONTROL.** Contractor will notify CATA within 30 days of any public announcement or otherwise once legally permitted to do so, of a material change in Contractor's organizational structure or ownership. For purposes of the contract, a material change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes. In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

If CATA is not satisfied for any reason with the new control, CATA has the option to terminate the contract.

4. **CHANGE IN CIRCUMSTANCES.** Contractor agrees that changed circumstances may occur that may impact CATA's ability to comply with the FTA terms and conditions such as: (i) A change in federal requirements or guidance; (ii) A change in state, territorial, local, or tribal requirements; (iii) A change in CATA or Contractor's circumstances, including: (A) Its legal, financial, technical, or managerial capacity; (B) Its continuing control of Project property; or (C) Another similar situation; and (iv) Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or knowledge that the Contractor's principal, official, employee, agent, or another third party, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against CATA or the Contractor; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities. In the circumstances described above, Contractor agrees to provide immediate written notice to CATA so it can provide appropriate notice to the interested parties.
5. **DEBARMENT AND SUSPENSION.** Contractor warrants and represents that if required to do so by law it complies with federal debarment and suspension requirements and reviews the SAM at <https://www.sam.gov>, if necessary to comply with US DOT regulations, 2 CFR Part 1200.
6. **NOTICE OF DISPUTES, BREACHES, DEFAULTS, AND LITIGATION.** If a current or prospective legal matter that may affect CATA or the federal government emerges, the Contractor must notify CATA. The Contractor must include a similar notification requirement in each of its subcontracts for twenty-five thousand dollars (\$25,000) or more.
 - (a) Legal disputes that require notification under this provision include, but are not limited to, a major dispute, breach, default, litigation, or naming CATA or naming the federal government as a party to litigation or a legal disagreement in any forum for any reason.
 - (b) Matters that may affect the federal government (and thereby CATA) include, but are not limited to, the or the federal government's interests in the award, the accompanying underlying agreement, and any amendments thereto, or the federal government's administration or enforcement of federal laws, regulations, and requirements.
 - (c) Additional notice to U.S. DOT Inspector General. The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA chief counsel or regional counsel for FTA's appropriate region, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the false claims act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is the subject of this contract, another contract funded by the FTA, or an agreement involving a principal, officer, employee, or agent of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph,

includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change.

7. EQUAL EMPLOYMENT OPPORTUNITY. Contractor agrees to, and assures that each of its employees, agents, or subcontractors will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; (iii) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; 53 (iv) Comply with federal transit law, specifically 49 U.S.C. § 5332; (v) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (vi) Follow other federal guidance pertaining to EEO laws, regulations, and requirements. And, if required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Contractor agrees to take affirmative action that includes, but is not limited to: (A) Recruitment advertising, recruitment, and employment; (B) Rates of pay and other forms of compensation; (C) Selection for training, including apprenticeship, and upgrading; and (D) Transfers, demotions, layoffs, and terminations. Contractor also recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

8. NONDISCRIMINATION.

(a) Compliance with Regulations. Contractor shall comply with all applicable laws, rules, and regulations relative to nondiscrimination including, but not limited to the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), and with Executive Order 11246 titled Equal Employment opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulation (41 CFR 60) which are herein incorporated by reference and made a part of this contract. Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements MDOT, FTA, or other governing authority may issue.

(b) Nondiscrimination. With regard to the work performed by it during this contract, Contractor shall not discriminate on any grounds prohibited by applicable law against any employee or applicant for employment, or in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) In connection with the performance of services under this contract, Contractor agrees to comply with the State of Michigan provisions for "Prohibition of

Discrimination in State Contracts” as set forth in the Elliott-Larsen Civil Rights Act (Public Act 453 of 1976) and the Persons with Disabilities Civil Rights Act (Public Act 220 of 1976) incorporated herein by reference, and as stated in Appendix A.

- (d) ADA Access. All work performed and all services provided pursuant to this contract shall be in compliance with all policies to ensure that elderly individuals and individuals with disabilities have an equal right to use of public transportation services and facilities. To the extent this Contract requires planning and design of services and facilities, special efforts shall be made to implement the transportation and accessibility rights of elderly individuals and individuals with disabilities. The work performed and services provided in this Contract shall be in compliance with all State and Federal statutes and laws ensuring equal access of transportation services and facilities for the elderly and individuals with disabilities, including, but not limited to, 49 U.S.C. § 5301(d), § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and any applicable implementing regulations or directives as they may from time to time be promulgated or amended.
- (e) Contractor assures that neither it nor any of its employees or subcontractors will discriminate on the basis of race, color, national origin, creed, disability, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US 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.

9. DBE REQUIREMENTS.

- (a) Contractor will carry out the applicable requirements of the Michigan Department of Transportation’s and/or the FTA’s Disadvantaged Business Enterprise (“DBE”) program, Section 11101(3) of the Infrastructure Investment and Jobs Act, all US DOT regulations, 49 CFR 26 including, but not limited to those requirements set forth in Appendix B, attached hereto and made a part hereof, and federal transit law specifically including, but not limited to 49 USC § 5332. 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 CATA deems appropriate, which may include, but is not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages and/or disqualifying the Contractor from future bidding as non-responsible.
- (b) Contractor agrees that it and each of its employees, agents, and subcontractors must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26.
- (c) Contractor agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted subagreements, third party contracts, and third party subcontracts as applicable.
- (d) Failure by Contractor to carry out the requirements of this subparagraph is a material breach of the contract, and CATA, MDOT, and or the FTA may impose any of the following remedies, or such other remedy as CATA deems appropriate, including, but are not limited to, withholding monthly progress payments, assessing

sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible.

- (e) Consistent with the requirements of 49 CFR 26.29, Contractor shall pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from CATA. In addition, Contractor shall return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed. Contractor must promptly notify CATA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete the work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CATA.

10. CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee 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 contract. For breach or violation of this warranty, CATA shall have the right to annul this contract without liability.

11. ACCESS TO RECORDS/AUDITS.

- (a) The Contractor shall maintain and retain, and shall require all its subcontractors to maintain and retain, complete and accurate books, documents, papers, accounting records, contracts, and other evidence with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. Contractor's books, documents, and all other records of work performed under the contract and/or at any CATA facility shall be made available during normal business hours to CATA upon request. The Contractor shall also provide during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, or their duly authorized representatives, and any representatives from MDOT, access to such data and records, and the right to inspect and audit all data and records of the Contractor relating to its performance under the contract, and to make transcripts therefrom as necessary. Unless a longer period is required by law or other provision of these Standard Terms and Conditions, Contractor shall retain all work data, documents, proceedings, and activities related to this contract for a period of three (3) years from the date of final payment under this contract or from expiration or other termination of this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.

- (b) Contractor further agrees to provide: (1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all contract records as required under 49 U.S.C. § 5325(g); and (2) Sufficient access to all contract records as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of the contract as determined by FTA.

- (c) The Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Contractor further certifies that it will retain all

records as required by 2 C.F.R. § 200.333 for a period of 3 years after termination of the contract.

12. CONFLICT OF INTEREST. The Contractor certifies that, to the best of its knowledge, no CATA employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this contract. Contractor further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services under the contract. Contractor further covenants in the performance of the contract that no person having any such interest shall be employed by Contractor.
13. INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS. No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
14. DEBARMENT AND SUSPENSION. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - (a) Debarred from participation in any federally assisted Award;
 - (b) Suspended from participation in any federally assisted Award;
 - (c) Proposed for debarment from participation in any federally assisted Award;
 - (d) Declared ineligible to participate in any federally assisted Award;
 - (e) Voluntarily excluded from participation in any federally assisted Award; or
 - (f) Disqualified from participation in any federally assisted Award.

Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by CATA. If it is later determined by CATA that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the CATA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. RESTRICTIONS ON LOBBYING. No Federal appropriated funds shall be paid or will be paid, by or on behalf of the Contractor, subcontractor, sub-grantee or sub-recipient, to any person for influencing or attempting to influence 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 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. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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, contractor, subcontractor sub-grantee or sub-recipient shall complete and submit to CATA an appropriate disclosure.

16. COMPLIANCE WITH LAWS. The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government which may, in any manner, affect the performance of the contract.
17. FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall not, by action or by inaction, cause CATA to be in violation of FTA regulations, policies, terms, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.
18. STATE CHANGES. Contractor shall at all times comply with all applicable MDOT regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and MDOT, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall not, by action or by inaction, cause CATA to be in violation of MDOT regulations, policies, terms, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.
19. NO GOVERNMENT OBLIGATION. Notwithstanding any concurrence by the Federal Government or MDOT in, or approval of, the solicitation or award of the contract, absent the express written consent by the Federal Government or by MDOT, neither the Federal Government nor the State of Michigan is a party to the contract, and neither shall be subject to any obligations or liabilities to CATA, the Contractor or any other party (whether or not a party to the contract) pertaining to any matter resulting from the contract. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
20. ENERGY CONSERVATION. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
21. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 ("Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use United States Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a United States Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
22. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.
 - (a) Civil Fraud. The Contractor acknowledges and agrees that: (i) Federal laws, regulations, and requirements apply to itself and to CATA's Agreement with the FTA,

including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31. (ii) Contractor certifies and affirms to CATA and the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Contractor provides to CATA and/or the Federal Government. (iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

- (b) Criminal Fraud. The Contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.
- (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

23. SAFE OPERATION OF MOTOR VEHICLES

- (a) Seat Belt Use - Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or CATA.
- (b) Distracted Driving - Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle either Contractor or CATA owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under the contract.

24. SEISMIC SAFETY. The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

25. VETERANS EMPLOYMENT. As provided in 49 USC §5325(k), Contractor is encouraged, to the extent practicable, give a hiring preference to veterans (as defined in 5 USC 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

26. NONCONSTRUCTION EMPLOYEES. Contractor agrees to comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as

amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

27. ACTIONS INVOLVING COMMERCE. Contractor agrees to comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance involving commerce, and as the Federal Government otherwise determines applicable.

28. PATENT RIGHTS.

- (a) Contractor agrees that: (1) the Federal Government may acquire patent rights when Contractor produces a patented or patentable invention, improvement, or discovery; (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided; or (3) When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of the FTA Master Agreement, Contractor will notify CATA so it can make the appropriate disclosures and notifications.
- (b) Contractor agrees that: (1) Its rights and responsibilities in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, CATA will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200, et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (c) License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, Contractor agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance are program income, and must be used in compliance with applicable federal requirements.

29. Rights in Data and Copyrights.

- (a) Definition of "Subject Data." As used in this section, "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the contract. Examples of subject data include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the contract.
- (b) General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the contract:
 - (1) Prohibitions. Contractor may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.

- (2) Exceptions. The prohibitions do not apply to publications or reproductions for the Contractor's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.

(c) Federal Rights in Data and Copyrights. Contractor agrees that:

- (1) General. It must provide a license to its subject data to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes; and
- (2) U.S. DOT Public Access Plan – Copyright License. Contractor grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. Contractor herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.

30. NO OBLIGATION BY THE FEDERAL GOVERNMENT. Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to CATA, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting to the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will subject to its provisions.

31. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Pursuant to the FTA requirements, Contractor understands CATA is prohibited from obligating or expending any loan or grant funds to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, Or systems that users covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). II. Telecommunications or video surveillance services provided by such entities or using such equipment. III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph(1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115232, section 889 for additional information.

32. CLEAN AIR. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401, et seq. If state or local air pollution regulations are in force, the more restrictive criteria shall govern. The Contractor and any subcontractors or suppliers must submit evidence to CATA that the governing air pollution criteria will be met. The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
33. CLEAN WATER. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
34. RESTRICTIONS ON LOBBYING. Contractor shall fully comply with 31 U.S.C. § 1352, as amended; with any regulations implementing that statute; and with any non-superseded guidance about that statute issued by the federal government (this statute, those regulations, and that guidance together are the "Byrd Anti-Lobbying Amendment"). No Federal appropriated funds shall be paid or will be paid, by or on behalf of the Contractor, subcontractor, sub-grantee or sub-recipient, to any person for influencing or attempting to influence 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 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. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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, contractor, subcontractor sub-grantee or sub-recipient shall complete and submit to CATA an appropriate disclosure.

This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix C), must be signed and returned as a term and condition of the procurement.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act 453, Public Acts of 1976, 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, Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. 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 Section 1 of this Appendix.
3. Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. Contractor or its collective bargaining representative will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this appendix.
6. Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as Contractor itself, and said Contractor will permit access to its books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that Contractor has not complied with the contractual obligations under the contract, 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 Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until 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 Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) 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.

APPENDIX B

ASSURANCES THAT CONTRACTORS AND SUBCONTRACTORS MUST MAKE PURSUANT TO US DOT REGULATION 49 CFR § 26, et seq

- A. Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex, in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR § 26 in the award and administration of DOT-assisted contracts. Failure of 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, which may include, but is not limited to:
- but is not limited to:
- but is not limited to:
1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying the Contractor from further bidding as non-responsible.
- B. Each contract Contractor signs with a subcontractor must include the preceding assurance.

APPENDIX C

CERTIFICATE REGARDING LOBBYING

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, 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 (11/19/96). 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 USC § 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, 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 USC § 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 USC § 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 to 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 USC § 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date