

# Capital Area Transportation Authority



## PROCUREMENT SUMMARY AND REGISTRATION

This form provides a brief summary of this procurement and is to be used to register as a prospective bidder/proposer.

**Solicitation Number:** BID 2015-B01

**Title:** Liquefied Propane Gas

**Contact Person:** Rich Bannon

**In order to receive noticed of any changes or amendments to this document, you MUST register using this form. Please email, mail or fax the completed form to the Procurement and Contracts Department as soon as possible. Failure to include an amendment in your bid/proposal may result in the rejection of your bid or proposal.**

**E-Mail:** rbannon@cata.org

**Fax:** 517.394.3733

**Mail:** Capital Area Transportation Authority  
Purchasing and Contracts Department  
4615 Tranter Street  
Lansing, MI 48910

**Company Name:**

**Contact Person:**

**Address:**

**City:**

**ST:**

**ZIP Code:**

**Phone:**

**Fax:**

**E-Mail:**

## Capital Area Transportation Authority



**4615 Tranter Street  
Lansing, MI 48910**

### INVITATION TO BID COVER PAGE

<b>1. SOLICITATION No:</b> 2015-B01	<b>2. ISSUE DATE:</b> 29 July 2015	
<b>3. FOR INFORMATION CONTACT</b> <b>NAME:</b> Rich Bannon <b>E-MAIL:</b> rbannon@cata.org	<b>PHONE:</b> 517.394.1100 ext. 293 <b>FAX:</b> 517.394.3733	
<b>4. BRIEF DESCRIPTION:</b> Liquefied Propane Gas (LGP)		
<b>5. PRE-BID CONFERENCE DATE AND TIME:</b> N/A		
<b>5a. LOCATION:</b> N/A		
<b>6. DEADLINE FOR SUBMISSION OF QUESTIONS/CLARIFICATIONS:</b> 5:00 P.M. on August 5, 2014		
<b>7. SUBMIT BID TO THE FOLLOWING ADDRESS</b> Capital Area Transportation Authority (CATA) Attn: Purchasing & Contracts Department 4615 Tranter Street Lansing, MI 48910	<b>8. BID SUBMISSION DUE DATE AND TIME</b>  <b>August 12, 2014 at 2:00 P.M. E.S.T.</b>	
<b>9. SUBMIT WITH OFFER:</b> Original offer and 1 photocopy		
<b>10. BIDS WILL BE PUBLICLY OPENED.</b>		
<b>11. FIRM OFFER PERIOD:</b> Offers shall remain firm for a period of <b>120</b> calendar days from the date specified in Block 8, above or as amended.		
<b>12.</b> If this Bid is accepted within the period specified in Block 11, above, the Offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.		
<b>13. The following Exhibits, if indicated, are included in this solicitation</b>		
<input checked="" type="checkbox"/> EXHIBIT A – Solicitation Instructions and Conditions	<input checked="" type="checkbox"/> EXHIBIT B – Scope of Work	<input checked="" type="checkbox"/> EXHIBIT C – Pricing Schedule
<input checked="" type="checkbox"/> EXHIBIT D – Terms and Conditions	<input checked="" type="checkbox"/> EXHIBIT E – CATA General Provisions	<input checked="" type="checkbox"/> EXHIBIT F – Bidder's Offer & Guarantees
<input checked="" type="checkbox"/> EXHIBIT G – Certification Regarding Debarment	<input type="checkbox"/> EXHIBIT H – Certification Regarding Lobbying	<input type="checkbox"/> EXHIBIT I – Disadvantage Business Enterprise
<input type="checkbox"/> EXHIBIT J – Certification Regarding Buy America	<input checked="" type="checkbox"/> EXHIBIT K – Iran Economic Sanctions Act Certificate	<input type="checkbox"/>
<b>14. DBE:</b> There is a <b>0%</b> DBE (Disadvantaged Business Enterprise) goal established for this procurement.		

**EXHIBIT A**  
**SOLICITATION INSTRUCTIONS and CONDITIONS**

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**1. Knowledge of Conditions**

Any person ("Bidder") submitting a Bid ("Bid") in response to this Request for Bid ("BID") must examine the scope of work carefully and be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract to be awarded under this BID (the "Contract"). No allowances will be made because of lack of knowledge of any specifications, conditions or requirements of this BID.

**2. Omission**

Notwithstanding the provision of drawings, technical specifications or other data by CATA, Bidders shall have the responsibility of supplying all details required to make an accurate offer of services offered even though such details may not be specifically mentioned in the scope of work or elsewhere in this BID.

**3. Communications to CATA**

All questions pertaining to this BID, or any matters relating thereto the Scope of Work, or any questions pertaining to the BID or Bid documents, must be in writing and must be sent only to the person identified in Block 3 of the BID cover page. Communications sent to any other person at CATA or at any other address may, in CATA's sole discretion, be deemed to be "non-responsive" and CATA in its discretion may elect to disregard any such questions. CATA will not respond to oral inquiries, and oral statements of any nature by CATA or any of its representatives may not be relied upon for any purpose whatsoever.

**4. Pre-Bid**

See Block 5 of the BID cover page for whether a pre-Bid meeting (at which questions may be directed to and answered by CATA personnel) will be held in connection with this BID and, if so, the date and time of such meeting.

A pre-Bid meeting, if held pursuant to this BID, will be in the board room located on the second floor of CATA located at 4615 Tranter Street, Lansing, MI 48910. If a pre-Bid meeting is held, attendance is not mandatory in order to submit a Bid, however, it is recommended. In regard to questions raised at this meeting, CATA will make every effort to memorialize in writing those questions and responses by CATA, and thereafter distribute that document to all persons requesting same. Only written responses by CATA in writing may be relied upon; oral responses will not be considered a part of the BID or binding on CATA. Thus, statements made by CATA at the pre-Bid meeting may not be relied upon in any way by any person and may not be the basis of any protest. Bidders are cautioned to independently verify any matters stated at the pre-Bid meeting. Again, only statements which are made by CATA in writing may be relied upon.

**5. Site Visit**

A site visit will be conducted at the conclusion of the pre-bid meeting.

**6. Requests for Clarification/Questions**

All questions from any Bidder regarding the BID or matters relating thereto must be submitted to CATA in writing no later than date specified in Block 6 of the BID cover page. Each question must identify the section number in this BID for which clarification is being requested. CATA will respond to all properly submitted questions at least five (5) business days prior to the date that Bids are due. All responses will be sent via email to all persons who have requested a copy of this BID and furnished CATA with a correct email address. All such questions must be sent to the contact person listed in Block 3 of the Bid cover page.

**7. Nonsolicitation of CATA During Blackout Period**

During the period from the date of this BID, through the period that the CATA Board of Directors approves the award of Contract (including any period during which a procurement protest ("Protest") has been filed and is pending), Bidders may not directly or indirectly contact any CATA Board member, any CATA employee, or CATA's legal counsel regarding this BID except for questions directed to CATA as expressly provided in Section 6 above. Any prohibited contact may result in the immediate disqualification of the Bidder from consideration for the award of the Contract and the rejection of any Protest.

**8. Bid Preparation**

Each Bid shall be made only on this BID. Each Bid must be enclosed in a sealed envelope with the name and address of the Bidder clearly stated. The outside of the envelope shall state the BID number, title and due date. All blank spaces in the offer must be filled in and no changes shall be made in the wording.

As consideration for any Bidder's Bid being considered by CATA in its award of the Contract, each Bidder hereby agrees that (1) the Bid shall be on such form as CATA provides and shall be sealed; and (2) any revocation or modification of the Bid shall only be on the same form(s) and submitted in the same manner as the original Bid was submitted prior to the date on which the Bids are due.

**9. Submission of Bids**

Bids must be received by CATA no later than the date and time specified in Block 8 of the BID cover page. The envelope containing the Bid must be marked with the BID number and title as set forth on the cover page of this BID.

Bids may be hand delivered, mailed or sent via a reputable national courier (such as UPS or Fed-Ex). All Bids must be delivered to the following address:

Capita Area Transportation Authority  
Attn: Purchasing & Contracts Department  
4615 Tranter Street  
Lansing, MI 48910

and **must be received** by CATA by the date and time set forth in Block 8 of the Bid Cover Page. For example, a postmark date on a mailed Bid will not be considered as being "received".

If a Bid is hand delivered, it must be delivered to the front desk at the above address. In such an event, the Bidder or its agent should request a verification receipt to prove that the submission of its Bid was timely.

Any Bid not timely received may, in CATA's sole and absolute discretion, may be rejected.

**10. Late Bids**

Any Bid received at the office designated in this BID after the exact time specified for receipt will not be considered unless:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of Bids (e.g., a Bid submitted in response to an BID requiring receipt of Bids by the 20th of the month must have been mailed by the 15th or earlier in order to be timely);

(2) It was sent by mail and it is determined by the Authority that the late receipt was due solely to mishandling by the Authority after receipt at the Authority's offices;

(3) It was sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 P.M. at the place of mailing two (2) working days prior to the date specified for receipt of Bids. The term "working days" excludes weekends and U. S. Federal holidays.

**11. Bid Modification or Withdrawal**

Prior to the date and time set for the receipt of Bids, a Bid may be modified or withdrawn by the Bidder. All such modifications must be made in writing, either hand delivered, mailed or sent via a reputable national courier to the address above for receiving Bids. Any request to withdraw a Bid must be in writing and received by CATA (in the same manner as the Bid was submitted) by no later than the deadline date and time set forth for the receipt of Bid. If timely received, CATA will return unopened the Bid if requested to be withdrawn or returned. If a modification is timely received by CATA prior to the date and time set for the receipt of Bids, then that modification will be considered by CATA as a part of the original Bid.

**12. Validity/Term of Bids**

Bids will be valid for not less than 120 days after the due date and time for the receipt of Bids. In the event of a Protest, the 120 day period will be extended and the Bids will remain valid for a period of 90 days after the earlier of the resolution of the Protest, and the posting of said award (see below), and no further Protest.

**13. Revisions and Amendments to the Bid**

CATA reserves the right in its absolute discretion to revise or amend this BID, including the scope of work, up to the time set for receipt of the Bids. Any such revision or amendment, if any, will be sent via email to all Bidders who have requested a copy of this BID and furnished CATA with their correct email address. Amendments will also be posted on CATA's website at [www.cata.org](http://www.cata.org). In the event that this BID is revised or amended within five (5) business days of the date set for opening Bids, CATA may extend the BID opening date for up to an additional five (5) business days. The form transmitting the revision or amendment must be signed by the Bidder, acknowledging its receipt, and copy of the signed document must be included in the Bid documents. Failure to (i) sign the form transmitting the revision or amendment and (ii) include the signed form in the Bid may, in CATA sole and absolute discretion, result in the rejection of the Bid.

**14. Bid Rejection**

CATA may at any time reject any (i) Bid which CATA deems in its sole and absolute discretion to be incomplete, (ii) Bid which CATA deems in its sole and absolute discretion fails to conform to the requirements of this BID, or (iii) Bid which CATA deems, in its sole and absolute discretion, takes exception to the Scope of Work. CATA reserves the right in any event to (a) waive any informalities or irregularities in any Bid, which CATA determines in its sole and absolute discretion, to be minor, or (b) reject all Bids and re-solicit the procurement.

**15. Bid Format**

The Bid shall contain a cover letter signed by a person authorized to bind the Bidder (i) agreeing that the Bid shall remain valid for not less than 120 days (as extended in the event of a Protest) and (ii) providing a name, physical address, and email address of such person who is administering the Bid, who has authority to bind the Bidder and to whom CATA may submit notices and writings regarding this BID. It is to this person and at this email address that CATA will provide notices and other matters regarding this BID.

**16. Award**

CATA will award the Contract to the Bidder who submits a Bid that CATA determines, in its sole and absolute discretion, is most advantageous to CATA (the "Selected Bidder").

The Selected Bidder is required to enter into a Contract with CATA in accordance with the terms of its Bid. CATA reserves the right to delete, add to or alter provisions of the Contract (including any conflicting provisions of this BID). CATA also reserves the right at any time, in its absolute discretion, to cancel the BID and "rebid".

The procurement process relating to this BID is solely to benefit CATA and for CATA to determine in its discretion which Bidder is entitled to enter into a Contract with CATA. Although CATA provides for a Protest procedure, once CATA selects a Bidder to contract with, that will terminate any further right of Protest by any Bidder. In addition, no Bidder is granted any right to file any lawsuit against CATA. Bidder, by virtue of submitting a Bid, expressly agrees to waive any right to bring any judicial or other action against CATA.

**17. Next Most Advantageous Bid**

In the event that the Selected Bidder fails or refuses to enter into a Contract with CATA, then CATA may award the Contract to the Bidder who submits a Bid that CATA determines, in its sole and absolute discretion, is the next most advantageous to CATA. CATA also reserves the right at any time, in its absolute discretion, to cancel the BID and "rebid".

**18. Bidder Affirmation**

By submitting its Bid, the Bidder affirms and declares:

1. That the Bidder or its subcontractors have the capability to assure performance of work within the time specified under the Contract.
2. That the Bidder has the capability of providing personnel to satisfy any technical or service problems that may arise during the term of the Contract.
3. That the Bidder has the necessary facilities and financial resources to complete the Contract in a satisfactory manner and within the required time.

4. That the Bidder, if an individual, is of lawful age.
5. That no other person, firm or corporation has any interest in its Bid or the Contract proposed to be entered into.
6. That the Bidder has not divulged to, discussed or compared its Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whatsoever. (NOTE: No premiums, rebates, or gratuities are permitted either with, prior to, or after any delivery of materials.) Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the offending vendor from BIDDER LIST(S).
7. That the Bidder and its subcontractors are not currently in arrears to CATA and have not defaulted, as a surety or otherwise, under any obligation to CATA.
8. That the Bidder is not on the Comptroller General's list of ineligible contractors.
9. That, if awarded the Contract, the Bidder shall post a notice in a conspicuous place within the plant or work site stating the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, creed, age, disability or national origin.

**EXHIBIT B**  
**SCOPE OF WORK**

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**1. Background**

The Capital Area Transportation Authority ("CATA") is the regional public transportation provider for the Greater Lansing area. Specifically, CATA currently provides transit service to the Cities of Lansing and East Lansing, the Townships of Lansing, Delhi, and Meridian, and Ingham County. CATA operates over 30 fixed bus routes and demand-response services in the rural Ingham area, as well as in Delhi and Meridian Townships and the Cities of Mason and Williamston. CATA also provides a demand-response service designed to meet the needs of persons with disabilities, called Spec-Tran. CATA provided 11.8 million passenger trips in fiscal year 2011. CATA's annual Fixed Route mileage is approximately 4.1 million miles.

**2. LPG**

The Vendor shall provide a detailed description of their LPG product. The product shall be HD-5 grade propane and meet the requirements of ASTM D-1835 for an alternative automotive fuel application. Vendor must include, as applicable, technical specifications, material safety data sheets and any other relevant material with their bid.

**3. STORAGE CAPACITY**

CATA has two (2) - 2,000 gallon vertical storage tanks at the CATA facility located at 4615 Tranter St. Lansing, MI. 48910.

**4. Tank Certificates**

CATA will provide the Contractor a copy of the tank certification.

**5. CUSTOMER SERVICE**

The successful bidder shall provide contact information including company employee names and phone numbers required to place orders and accesses customer services.

**6. DELIVERY**

LPG shall be delivered optimally the next business day from receipt of order. CATA monitors all tank levels and places orders when fuel is required. It is our goal to take full tank loads whenever possible for each delivery. Normal delivery times will be Monday thru Friday from 7am to 4 pm. Weekend deliveries are possible but will need to be scheduled in advance. Bidder shall note in their BID the ability to accommodate emergency deliveries outside normal business hours and the ability and capabilities to provide onsite vehicle fueling in the event our fuel system experiences mechanical failure. Emergency deliveries optimally shall be received two (2) hours from notification from CATA. Bidders must include with their submission a delivery schedule if it differs from this proposal request.

**END OF THIS SECTION**

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**EXHIBIT C  
PRICING SCHEDULE**

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CLIN	DESCRIPTION	EST QTY	U/M	UNIT COST	EXTENDED COST
1001	Liquefied HD-5 grade Propane Gas (LPG)	50,000	GL	\$	\$

**TOTAL BID** \$ \_\_\_\_\_

Bidder: \_\_\_\_\_

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

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

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

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

**Note:** You must submit the specifications of the LPG being bided on.

**EXHIBIT D**  
**TERMS and CONDITIONS**

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The Bidder shall comply with the following required contract provisions and shall insert the substance of these provisions in all subcontracts issued pursuant to this contract.

**1. Contract Type**

The award of this solicitation will result in an Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

**2. Estimated Quantities**

The quantities shown in "Exhibit C" reflect the estimated annual usage.

**3. Minimum and Maximum Quantities**

There are no guaranteed minimum quantities to be ordered.

**4. Contract Documents**

Any Contract(s) resulting from this Solicitation shall include the following documents, which are incorporated herein (collectively referred to as the "Contract Documents"):

1. Exhibit B – Scope of Work
2. Exhibit C – Pricing Schedule
3. Exhibit D – Terms and Conditions
4. Exhibit E – General Provisions
5. Exhibit F – Bidder's Offer & Guarantees
6. Contractor's Proposal and the modifications mutually agreed upon by CATA and the Contractor between the Contract award and execution of the Contract.

**5. Contract Term**

The term of the Contract will be for the period of October 1, 2015 through September 30, 2016.

**6. Ordering**

CATA will issue blanket purchase orders as needed. The Project Manager will notify the vendor to schedule deliveries as needed.

**7. FOB Point**

The FOB point is Destination

**8. Invoicing and Payment Terms**

The Contractor shall submit a proper invoice to the address shown below. CATA reserves the right to return an invoice which is incomplete.

Invoices will be paid within 30 days from receipt of a proper invoice.

CATA  
Attn: Accounts Payable  
4615 Tranter Street  
Lansing, MI 48910

The invoice must contain the following information;

1. Invoice Number
2. Purchase Order Number
3. Quantity Delivered
4. Item Description
5. Item Unit Price and Extended Price
6. Contact Person and Phone Number
7. Payment Remit Address

**9. Vendor Site Inspection and Evaluation**

CATA reserves the right to inspect vendor's facilities prior to award or at any reasonable time throughout the contract period.

**10. Contract Modifications**

No change in this contract shall be made unless CATA gives its prior written approval. Therefore, the Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the Contracting Officer.

**11. Project Manager**

The Project Manager (PM) assigned to this contract is responsible to ensure the goods provided under this contract are in compliance and handling warranty issues. The Project Manager has no authority to make any changes to the contract.

**12. Contract Administrator**

The Contract Administrator (CA) assigned to this contract is responsible to ensure the Contractor is in compliance with the contract. Any requests for Contract changes must be sent directly to the CA. All DBE reporting

**END OF THIS SECTION**

**EXHIBIT E**  
**CATA GENERAL PROVISIONS**

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**1. No Obligation by the Federal Government**

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above 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.

**2. Program Fraud and False or Fraudulent Statements or Related Acts**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided 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.

**3. Access to Records and Reports**

- a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

- c) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- d) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- e) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- g) FTA does not require the inclusion of these requirements in subcontracts.

#### **4. 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 Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **5. Changes**

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Contract, including changes:

- (i) In the specifications (including drawings and designs);
- (ii) In the method or manner of performance of the work;
- (iii) In the Government-furnished facilities, equipment, materials, services, or site; or
- (iv) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause, provided, that the Contractor gives the Contracting Officer written notice stating:

- (i) The date, circumstances, and source of the order; and
- (ii) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under the Contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the Contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than twenty (20) days before the Contractor gives written notice as required.

(e) In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(f) The Contractor must assert its right to an adjustment under this clause within thirty (30) days after:

(i) Receipt of a written change order under paragraph (a) of this clause or

(ii) The furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under

## 6. Termination.

(a) **Termination for Convenience.** CATA may terminate the Contract, in whole or in part, at any time and for any reason by written notice to the Contractor when it is in the best interest of CATA. The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CATA to be paid the Contractor. If the Contractor has any property in its possession belonging to CATA, the Contractor will account for the same, and dispose of it in the manner CATA directs.

(b) **Termination for Default.** If the Contractor fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the Contract in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of ten (10) days after receiving such notice from CATA, thereafter, CATA may terminate the Contract for default and have the Work completed and the Contractor shall be liable for any resulting cost to CATA. In the event of termination for default, the Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of CATA.

(c) **Termination Due to Insufficient Funds.** If at any time during the term of the Contract the CATA Governing Board makes a determination that CATA has insufficient funds with which to carry out its performance and obligations under the Contract, then CATA may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. The Contractor shall be paid its costs, including Contract closeout costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to CATA.

(d) **Termination Due to Failure to Receive a Grant or other Funding Device.** If at any time during the term of the Contract CATA ceases to receive a grant or other funding device from a third party with which it intended to pay for the goods or services Contracted for, then, unless otherwise directed by the CATA Governing Board, CATA may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. The Contractor shall be paid its costs, including Contract closeout costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to CATA.

(e) **Damages upon Termination.** Any damages to be assessed to the Contractor as a result of a default termination or any claim by Contractor for costs resulting from a termination for convenience by CATA, a termination due to insufficient funds by CATA, or a termination due to a failure to receive a grant or other funding device by CATA will be computed and allowable in accordance with federal regulations in effect at the time of termination.

**7. Civil Rights**

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability, in accordance with the following Federal statutes and regulations, and any other implementing regulations issued pursuant to the: Civil Rights Act as amended, Titles VI (42 U.S.C. Sec. 2000d) and VII (42 U.S.C. Sec. 2000e); Age Discrimination Act of 1975, as amended, Sec. 303 (42 U.S.C. 6102); Age Discrimination Act of 1967 as amended, Sec. 4 (29 U.S.C. Sec 623); Americans with Disabilities Act of 1990, as amended, Sec. 202 (42 U.S.C. 12132), and Sec. 102 (42 U.S.C. Sec. 12112) and implementing regulations (29 C.F.R. Part 1630), Federal transit law (49 U.S.C. Sec. 5332); Executive Order 11246, as amended by Executive Order 11375 42 U.S.C. Sec. 2000e note) and implementing regulations (41 C.F.R. Parts 60 et seq.). The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration.

**8. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**9. Suspension and Debarment Applicable for Contracts Over \$25,000**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **CATA**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **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 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. 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, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.

**11. No Obligation by the Federal Government.**

Contractor and CATA agree that, notwithstanding any concurrence by the Federal Government in, or approval of the solicitation or award of the underlying Contract, absent the express written consent of the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to CATA, the Contractor or any other party pertaining to any matter resulting from the underlying Contract. Contractor further agrees to include this clause, without modification, in any subcontract issued hereunder.

**12. Program Fraud and False or Fraudulent Statements or Related Acts.**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided 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.

**13. Disputes (After Award)**

Except as otherwise provided in the contract, any dispute concerning a question of fact arising under the contract which is not disposed of by Contractor shall be decided by CATA in writing, with a copy mailed or otherwise furnished to the Contractor. The decision of CATA shall be final and conclusive unless within ten (10) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to CATA a written appeal addressed to the Executive Director for the determination of such appeal, which shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

Pending a final decision of the dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with CATA's decision.

**14. CATA Warranty** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable warranties the Contractor gives any customer for such equipment and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to CATA by any other clause of this contract. The Contractor shall state the warranty and supply with its bid.

**15. Indemnification** In addition to the protection afforded by any policy of insurance, the Contractor agrees to indemnify and save harmless CATA, the Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and all officers, agents, and employees thereof:

(a) From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the Contractor in connection with the Contractor's performance of the contract; and

(b) From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation and response, and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the Contractor's negligent performance of the contract.

CATA will not be subject to any obligations or liabilities by Subcontractors of the Contractor or their Subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

**16. No Assignment of Contract.**

Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.

**17. Civil Rights Applicable for Contracts Over \$10,000**

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

2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:

a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**18. 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.

**19. 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.

**20. Excuses for Failure to Perform or Delays**

The Contractor will not be in default by reason of any failure in the performance of this contract, if such failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or the public enemy, acts of the government either in its sovereign or contractual capacity, fires, floods, and strikes. But in every case, a failure to perform must be beyond the control and without the fault or negligence of the Contractor or its Subcontractors. An excusable delay will permit the Contractor an extension of time for such reasonable period as may be mutually agreed upon between the parties.

**21. 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.

**22. Records/Audits**

The Contractor shall maintain complete and accurate books, documents, papers, accounting records, 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.

The Contractor shall provide during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States and CATA, or their duly authorized representatives, 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 to allow inspection of 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. 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.

**23. 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.

**24. MDOT and FTA Terms.**

All contractual provisions that the Michigan Department of Transportation ("MDOT") or the Federal Transit Administration ("FTA"), 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 4220.1F, as updated and amended, and the Master Agreement between CATA and FTA as it may be amended, 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 FTA mandated contractual provisions.

**25. 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.

**26. MISCELLANEOUS.**

1. COMPUTATION OF TIME. In computing a period of time prescribed by these conditions, the following rules apply:

(a) "Day" means days of the week (e.g., Monday through Friday), not business days.

(b) The day of the act or event after which the designated period of time begins is not included.

(c) The last day of the period is included, unless it is a Saturday, Sunday, or legal holiday. In that event, the period runs until the end of the next day that is not a Saturday, Sunday or legal holiday.

2. NOTICE. All notices and other communications required under the resulting Contract shall be given in writing, signed by an authorized representative, and be personally delivered or delivered by overnight courier, or certified mail (return receipt requested) to the addresses set forth below:

To CATA: Ms. Sandra L. Draggoo  
CEO/Executive Director  
Capital Area Transportation Authority  
4615 Tranter Street  
Lansing, MI 48910

With a copy to: Dan W. Chandler, Esq.  
Chandler, Bujold & Chandler, PLC  
2855 Coolidge Hwy., Suite 109  
Troy, MI 48084

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**27. Jurisdiction** This Contract will be governed by the internal laws of the State of Michigan without reference to its choice of law rules. Exclusive jurisdiction and venue of any suit, action or claim relating to this contract will be in the Ingham County Circuit Court or the Federal District Court for the Western District of Michigan.

**28. Insurance**

The Contractor shall place and maintain with responsible insurance carriers the following insurance. The Contractor shall deliver to CATA, upon request, certificates of insurance which shall provide thirty (30) days' written notice to be given to CATA in the event of cancellation. Contractor shall require all Subcontractors to maintain adequate insurance coverage.

- (a) Workers' Compensation and Employer's Liability Insurance.
  - (1) Workers' Compensation in compliance with the applicable state and federal laws.
  - (2) Employer's Liability. Limit \$1,000,000.
  
- (b) Commercial General Liability Insurance, including Professional Liability, Blanket contractual, XCU Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence/claim, subject to a \$2,000,000 annual aggregate for Professional Liability, Completed Operations and Personal Injury other than Bodily Injury.
  
- (c) Automobile Liability Insurance, including owned, hired and non-owned automobiles, Bodily Injury and Property Damage, to a combined single limit \$1,000,000 each occurrence.

**END OF THIS SECTION**

**EXHIBIT F  
 BIDDER'S OFFER and GUARANTEES**

By execution below, the Bidder hereby offers to furnish the items as described herein. The Bidder also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

<b>FIRM'S NAME AND ADDRESS</b>			<b>PAYMENT REMITTANCE ADDRESS</b>	
Name:			Name:	
Address:			Address:	
P.O. Box or Suite No.			P.O. Box or Suite No.	
City			City	
State	Zip	State	Zip	
<b>Contact Person:</b>				
Telephone No.	Fax No.	E-Mail Address:		
<b>FEDERAL EMPLOYER I.D. NUMBER:</b>		<b>SOCIAL SECURITY NUMBER:</b> (If Federal I.D. is not applicable)		
<b>Payment Terms:</b>		<b>Age of Firm:</b>		
<b>Disadvantaged Business Enterprise:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach the certificate from the certifying agency.				
<b>Minority Business Category:</b> <input type="checkbox"/> Female <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> Indian/Alaskan Native <input type="checkbox"/> Other <input type="checkbox"/> Not Applicable				
<b>Annual Gross Receipts:</b> <input type="checkbox"/> less than \$500,000 <input type="checkbox"/> \$500,000 to \$1 million <input type="checkbox"/> \$1 million to \$5 million <input type="checkbox"/> greater than \$5 million				
<b>Contractor's License Type:</b>				
<b>Contractor's License Number:</b>				
<b>License Expiration Date:</b>				
<b>NAME OF BIDDER (Type or Print)</b>			<b>TITLE OF BIDDER</b>	
<b>Signature of Contractor's Authorized Official</b>			<b>(Date Signed)</b>	

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

**EXHIBIT K**  
**IRAN ECONOMIC SANCTIONS ACT CERTIFICATE**

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In accordance with the Iran Economic Sanctions Act, Michigan 2012 PA 517, effective April 1, 2013, (MCL 129.311, *et seq.*), the undersigned certifies in support of its bid or proposal that it is not an Iran linked business as such is defined in the Act.

**Bidder:** \_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

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

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

**RETURN THIS EXHIBIT WITH YOUR BID**