

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: RFP 2015-R14

Title: Installation of Wireless Equipment

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**

REQUEST FOR PROPOSAL COVER PAGE

1. SOLICITATION No: 2015-R14		2. ISSUE DATE: 11 MAY 2015	
3. FOR INFORMATION CONTACT NAME: Rich Bannon E-MAIL: rbannon@cata.org		PHONE: 517.394.1100 ext. 293 FAX: 517.394.3733	
4. BRIEF DESCRIPTION: Installation of Wireless Access Equipment, Cable Installation, Engineering Services and NOC Cable Reconfiguration			
5. PRE-PROPOSAL MEETING DATE AND TIME: May 19, 2015 at 10:00 A.M.			
6. DEADLINE FOR SUBMISSION OF QUESTIONS/CLARIFICATIONS: 5:00 P.M. on May 18, 2015			
6a. CATA RESPONSE TO QUESTIONS/CLARIFICATIONS: May 21, 2015			
7. SUBMIT PROPOSAL TO THE FOLLOWING ADDRESS Capital Area Transportation Authority (CATA) Purchasing & Contracts Department 4615 Tranter Street Lansing, MI 48910		8. PROPOSAL SUBMISSION DUE DATE AND TIME June 2, 2015 at 2:00 PM	
9. SUBMIT WITH OFFER: Original offer and 4 photocopies and 1 PDF Copy of Disk			
10. PROPOSALS WILL NOT BE PUBLICLY OPENED.			
11. FIRM OFFER PERIOD: Offers shall remain firm for a period of 120 calendar days from the date specified in Block 8, above or as amended.			
12. If this Offer 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.			
13. The following Exhibits, if indicated, are included in this solicitation			
<input checked="" type="checkbox"/>	EXHIBIT A – Solicitation Instructions and Conditions	<input checked="" type="checkbox"/>	EXHIBIT B – Scope of Work
<input checked="" type="checkbox"/>	EXHIBIT D – Terms and Conditions	<input checked="" type="checkbox"/>	EXHIBIT E – CATA General Provisions
<input checked="" type="checkbox"/>	EXHIBIT G – Iran Economic Sanctions Act Certificate	<input checked="" type="checkbox"/>	EXHIBIT H – Certification Regarding Debarment
<input checked="" type="checkbox"/>	ATTACHMENT 1 – Wireless AP Map	<input checked="" type="checkbox"/>	ATTACHMENT 2 – CATA Property Map
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	EXHIBIT C – Evaluation Criteria
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	EXHIBIT F – Offer & Guarantees
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	EXHIBIT I – Wage Determination MI20140084
14. DBE: CATA has a DBE (Disadvantaged Business Enterprise) goal of 1%.			

EXHIBIT A
SOLICITATION INSTRUCTIONS and CONDITIONS

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 2013. Over 3 million of those rides occurred on MSU campus that year.

2. Proposal Preparation

Each Proposal shall be made only on this RFP. Each Proposal must be enclosed in a sealed envelope with the name and address of the Proposer clearly stated. The outside of the envelope shall state the RFP 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 Proposer's Proposal being considered by CATA in its award of the Contract, each Proposer hereby agrees that (1) the Proposal shall be on such form as CATA provides and shall be sealed; and (2) any revocation or modification of the Proposal shall only be on the same form(s) and submitted in the same manner as the original Proposal was submitted prior to the date on which the Proposals are due.

3. Proposal Format

The Proposal shall contain a cover letter signed by a person authorized to bind the Proposer (i) agreeing that the Proposal 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 Proposal, who has authority to bind the Proposer and to whom CATA may submit notices and writings regarding this RFP. It is to this person and at this email address that CATA will provide notices and other matters regarding this RFP.

Proposals shall be organized as follows:

Section 1	Company Qualifications
Section 2	Personnel & Experience.
Section 3	Certifications
Section 4	Pricing
Section 5	Required Submittals (Forms and Exhibits)

4. Submission of Proposals

The Proposer must submit its Proposal, which must be received by CATA no later than the date and time specified in Block 8 of the RFP cover page. The envelope containing the Proposal must be marked with the RFP number and title as set forth on the cover page of this RFP.

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

Capital Area Transportation Authority
Attn: Purchasing & Contracts Department
4615 Tranter Street
Lansing, Michigan 48910

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

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

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

5. Late Proposals

Any Proposal received at the office designated in this RFP 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 Proposals (e.g., a Proposal submitted in response to an RFP requiring receipt of Proposals 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 Proposals. The term "working days" excludes weekends and U. S. Federal holidays.

6. Proposal Modification or Withdrawal

Prior to the date and time set for the receipt of Proposals, a Proposal may be modified or withdrawn by the Proposer. 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 Proposals. Any request to withdraw a Proposal must be in writing and received by CATA (in the same manner as the Proposal was submitted) by no later than the deadline date and time set forth for the receipt of Proposal. If timely received, CATA will return unopened the Proposal 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 Proposals, then that modification will be considered by CATA as a part of the original Proposal.

7. Revisions and Amendments to the Proposal

CATA reserves the right in its absolute discretion to revise or amend this RFP, including the scope of work, up to the time set for receipt of the Proposals. Any such revision or amendment, if any, will be sent via email to all Proposers who have requested a copy of this RFP and furnished CATA with their correct email address. In the event that this RFP is revised or amended within five (5) business days of the date set for opening Proposals, CATA may extend the RFP opening date for up to an additional five (5) business days. The form transmitting the revision or amendment must be signed by the Proposer, acknowledging its receipt, and copy of the signed document must be included in the Proposal documents. **Failure to (i) sign the form transmitting the revision or amendment and (ii) include the signed form in the Proposal may, in CATA sole and absolute discretion, result in the rejection of the Proposal.**

8. Pre-proposal Meeting

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

A pre-proposal meeting, if held pursuant to this RFP, will be at CATA's Administrative Office, located at 4615 Tranter Street, Lansing, Michigan, 48910. If a pre-proposal meeting is held, attendance is not mandatory in order to submit a Proposal, 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 RFP or binding on CATA. Thus, statements made by CATA at the pre-proposal meeting may not be relied upon in any way by any person and may not be the basis of any protest. Proposers are cautioned to independently verify any matters stated at the pre-proposal meeting. Again, only statements which are made by CATA in writing may be relied upon.

9. Knowledge of Conditions

Any person ("Proposer") submitting a proposal ("Proposal") in response to this Request for Proposal ("RFP") 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 RFP (the "Contract"). No allowances will be made because of lack of knowledge of any specifications, conditions or requirements of this RFP.

10. Omission

Notwithstanding the provision of drawings, technical specifications or other data by CATA, Proposers 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 RFP.

11. Communications to CATA

All questions pertaining to this RFP, or any matters relating thereto the Scope of Work, or any questions pertaining to the RFP or Proposal documents, must be in writing and must be sent only to the person identified in Block 3 of the RFP 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.

12. Requests for Clarification/Questions

All questions from any Proposer regarding the RFP or matters relating thereto must be submitted to CATA in writing no later than date specified in Block 6 of the RFP cover page. Each question must identify the section number in this RFP 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 Proposals are due. All responses will be sent via email to all persons who have requested a copy of this RFP and furnished CATA with a correct email address. All such questions must be sent to the contact person listed in Block 3 of the Proposal cover page.

13. Nonsolicitation of CATA During Blackout Period

During the period from the date of this RFP, 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), Proposers may not directly or indirectly contact any CATA Board member, any CATA employee, or CATA's legal counsel regarding this RFP except for questions directed to CATA as expressly provided in Section 7 above or except as expressly authorized under the Protest procedure set forth in Section 17. Any prohibited contact may result in the immediate disqualification of the Proposer from consideration for the award of the Contract and the rejection of any Protest.

14. Proposal Rejection

CATA may at any time reject any (i) Proposal which CATA deems in its sole and absolute discretion to be incomplete, (ii) Proposal which CATA deems in its sole and absolute discretion fails to conform to the requirements of this RFP, or (iii) Proposal 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 Proposal, which CATA determines in its sole and absolute discretion, to be minor, or (b) reject all Proposals and re-solicit the procurement.

15. Award

CATA will award the Contract to the Proposer who submits a Proposal that CATA determines, in its sole and absolute discretion, is most advantageous to CATA (the "Selected Proposer"). The procurement process relating to this RFP is solely to benefit CATA and for CATA to determine in its discretion which Proposer is entitled to enter into a Contract with CATA.

16. Next Most Advantageous Proposal

In the event that the Selected Proposer fails or refuses to enter into a Contract with CATA, then CATA may award the Contract to the Proposer who submits a Proposal 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 RFP and "rebid".

17. Proposer Affirmation

By submitting its Proposal, the Proposer affirms and declares:

1. That the Proposer or its subcontractors have the capability to assure performance of work within the time specified under the Contract.
2. That the Proposer 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 Proposer has the necessary facilities and financial resources to complete the Contract in a satisfactory manner and within the required time.
4. That the Proposer, if an individual, is of lawful age.
5. That no other person, firm or corporation has any interest in its Proposal or the Contract proposed to be entered into.
6. That the Proposer has not divulged to, discussed or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal 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 PROPOSER LIST(S).
7. That the Proposer 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 Proposer is not on the Comptroller General's list of ineligible contractors.
9. That, if awarded the Contract, the Proposer 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.

END OF SECTION

EXHIBIT B SCOPE OF WORK

1. Background

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.

2. Qualifications

CATA desires a Contractor is who is qualified in the following areas:

- a. Installation of low-voltage cabling work including CAT 6, Fiber and RJ11.
- b. Engineer(s) with Aruba experience and certification.

3. Wireless Equipment

CATA recently purchased indoor and outdoor Aruba Instant Access Points. These access points are to replace the existing current wireless network at the CATA Administrative (located at 4615 Tranter Street and create a new wireless network for our CTC facility. The equipment to be installed is as follows:

- a. Aruba Instant IAP-225 Wireless Access Point, 802.11ac, 3x3:3, dual radio, integrated antennas.
Part number: IAP-225-US.
Quantity: 55
- b. Aruba Access Point Mount Kit (basic, flat surface). Contains 1x flat surface wall/ceiling mount bracket.
Color: black.
Part number: AP-220-MNT-W1
Quantity: 50
- c. Access Point, 802.11n/ac, 3x3:3, dual radio, integrated antennas .Restricted Regulatory Domain- US.
Part number: IAP-275-US
Quantity: 12
- d. AP-270-MNT-V2 Aruba 270 Series Access Point Short Mount Kit. Pole/Wall Mount for AP-270 75 mm from vertical mounting asset.
Part Number: AP-270-MNT-V2
Quantity: 10
- e. AirWave license for 100 devices
Part Number: AW-100
Quantity: 1
- f. Aruba ClearPass Policy Manager 500 Virtual Appliance - RADIUS/TACACS+ server with a dvanced policy control for up to 500 unique endpoints. Includes 25 endpoint Enterprise Licenses.
Part Number: CP-VA-500
Quantity: 1

4. Wireless Access Points

Wireless Access points will be terminated to a CAT6 patch panel and then connected to a Cisco 3650 switch. Wherever a cabling run is required, CATA will require the use of CAT6 cabling. Fiber connectivity should be utilizing OM3 where appropriate. CATA has available conduit for all new cabling runs and vendor should plan to utilize existing cabling where appropriate. The Contractor shall provide any additional conduit if necessary.

There are currently 12 access points installed at the Tranter facility and existing cable can be utilized to replace those access points. All cabling including existing cabling must be certified by contractor.

5. Network Operations Center (NOC)

The NOC is in need of cabling reconfiguration/cleanup of the Network Operations Center. Currently the two main racks are on opposite sides of the room which has required some less than desirable work-a-rounds for cabling. CATA would prefer to have the racks re-located to the same side of the room, but will consider alternative proposals which simplify and clean up the existing cabling.

6. Fiber Runs

CATA also requires three additional fiber cable runs using existing conduit to expand network switch capacity. See Attachment 1.

7. Engineering Services

To be utilized on an as needed basis to assist with the wireless configuration and troubleshoot wireless network issues as they arise.

8. Work Hours

The Contractor may be limited to certain hours particularly for work in the bus storage areas. Work outside CATA's normal business hours may be required.

9. Meetings

The Contractor shall meet with the CATA Project Manager during the project at least bi-weekly. These sessions may be conducted over the telephone, in person, or via e-mail, as determined by the CATA Project Manager. The Contractor shall make immediate phone calls to the CATA Project Manager if any significant problems are encountered while Contractor is working on the software.

10. Progress Reports

Contractor shall be responsible to maintain, update and distribute a progress report after each meeting and/or as needed. This report will identify work accomplished, problems encountered, methodology of solution and timeline for resolving these problems, open tasks, responsibilities, project history, contact information for all involved resources and next scheduled meeting date. These reports shall be updated and distributed via email to all project team members after each meeting.

11. Cooperation

The Contractor will be required to work with third-party IT Consultants, as requested by CATA, who may have project oversight, integration and validation responsibilities.

12. Deliverables

Contractor is responsible to deliver the following to the Project Manager:

- a. All software
- b. Progress Reports
- c. Installation Documentation
- d. Test Results
- e. Certification for each cable installed.
- f. Pre and post wireless survey using 802.11ac for voice grade wireless signal
- g. Any drawings produced.
- h. Training, documentation, installation, support, services, reports, test results, statements of completion, statements of compliance, etc.

13. Testing & Acceptance

The wireless equipment must run for a 30 day period without a major failure. In the event of a major failure, the 30 day testing period will restart.

END OF THIS SECTION

EXHIBIT C PROPOSAL EVALUATION

1. **Proposal Selection Process**

The following are the complete criteria, listed by their relative degree of importance, by which Proposals from responsible Proposers will be evaluated and ranked for the purposes of selecting a Proposal for a potential award. The criteria are listed numerically by their relative order of importance (where (i) is more important than (ii), and (ii) is more important than (iii), etc.). However, certain criteria may have sub-criteria that are listed by their relative order of importance within the specific criterion they comprise. Also, certain sub-criteria may have sub-criteria that are listed by their relative degree of importance within the specific sub-criterion they comprise.

- (i) *Company Qualifications.* Provide copies of all licenses, certifications or other documentation required in order to enable the Proposer to perform the work proposed. Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.) Include information regarding similar project experience the Proposer possesses relating to the complexity and/or scope to this project. Include up to five (5) projects that have been completed in the past five (5) years. Include associated qualifications/references for sub-consultants or subcontractors, if any, proposed. Include reference for each project described (contact name, email, phone, position on project).
- (ii) *Personnel & Experience.* Provide a resume for each key individual needed to carry out the work and describe their proposed role/responsibilities. Identify whether these key individuals gained experience within the company or outside company and with whom, years worked. Identify all subcontractors who will be used to carry out the work set forth in the Proposal. Describe the qualifications for employees of any such subcontractors.
- (iii) *Price:* Provide detailed pricing information to include hourly rates of personnel and unit prices for material costs.

2. **Procurement Review**

All Proposals will initially be reviewed by the CATA Purchasing & Contracts Department. The Purchasing & Contracts Department's review shall be limited to determining whether the Proposals comply with the requirements of this RFP. The Purchasing & Contracts Manager may, in his or her sole discretion, (i) reject any Proposals that are incomplete, (ii) reject any Proposals that fail to conform to the requirements of the RFP, and/or (iii) reject any Proposals that take exception to the scope of work. The Purchasing & Contracts Manager may waive any informalities or irregularities in any Proposal if he or she determines that such irregularities or informalities are not material.

3. **Presentations/Interviews**

The Evaluation Committee reserves the right in its discretion to schedule an interview with and/or presentation from one or more of the Proposers at any stage of the Proposal evaluation process, all on such terms and procedures as the Evaluation Committee determines.

EXHIBIT D
TERMS and CONDITIONS

The Offeror 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 Indefinite Quantity Indefinite Delivery contract.

2. Period of Performance

The term of the Contract will be for a term of one (1) year.

3. 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. Task Order Number
4. Description of Work Completed
5. Contact Person and Phone Number
6. Payment Remit Address

4. Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from CATA. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CATA. This clause applies to both DBE and non-DBE subcontractors. If the prime contractor determines the work to be unsatisfactory, they must notify CATA's Project Manager immediately, in writing, and state the reason(s) of unsatisfactory work performance. Failure to satisfy prompt payment to DBE's no later than 30 days from the receipt of payment from CATA may be cause to terminate the contract.

5. Task Orders

CATA will issue Task Orders on an as needed basis for the services in Exhibit B. Each Task Order will contain the following;

- a. Task Order Number
- b. Defined Scope of Work
- c. Detailed Cost
- d. Completion Date
- e. Deliverables

6. 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. Any changes requested by the Contractor must be submitted to the Contract Administrator assigned under this contract.

7. Project Manager

The Project Manager (PM) assigned to this contact is responsible to ensure the services provided under this contract are in compliance. The Project Manager has no authority to make any changes to the contract or Task Orders.

8. Contracting Officer

The Contracting Officer (CO) assigned to this contract is responsible to ensure the Contractor is in compliance with the contract. Any requests for Contract or Task Order changes must be sent directly to the CO. All DBE reporting (if required) will be submitted to the CO as required.

9. Public Funding/Additional Terms or Conditions.

In the event that CATA obtains funding, in whole or in part, from a public entity (e.g., Federal Transit Administration, Michigan Department of Transportation, Department of Homeland Security, etc.) for the Services, there may be additional conditions imposed by said funding agency, including for example, a requirement that the Contractor comply with any rules and regulations promulgated by that funding agency. CATA has attempted to identify in the BID/RFP and the Contract the source of funding available to CATA as well as any requirements of any such funding agency, but, in any event, the Contractor will be required to comply with any requirements imposed by the funding agency. The Contractor specifically agrees to so comply with said requirements, without any adjustments or increase in the amount to be paid to the Contractor, **provided, however,** if said requirement is not contained in the BID/RFP or the Contract and said requirement is both material and would impose on the Contractor a material burden, then the Contractor would be entitled to submit to CATA a change order for any additional cost of compliance by the Contractor.

EXHIBIT E
CATA GENERAL PROVISIONS

1. **CHANGES.** CATA, at any time, by a written order, and without notice to the sureties, may make changes within the general scope of this contract, in (a) drawings, designs or specifications where the supplies to be furnished are specifically manufactured for CATA in accordance therewith; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that CATA, if it decides that the facts justify the action, may receive and act upon any such claim if asserted prior to dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
2. **TERMINATION FOR DEFAULT.** CATA, by written notice, may terminate the contract awarded on the basis of this proposal, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services, provided, that if (a) it is determined for any reason that the contract was not in default or, (b) the Contractor's failure to perform is without his control, fault or negligence, the termination shall be deemed to be a termination for convenience under the following Paragraph 3.
3. **TERMINATION FOR CONVENIENCE.** CATA, by written notice, may terminate the contract, awarded on the basis of this proposal, in whole or in part, when it determines it is in the best interest of CATA. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with its auditable cost incurred at the time of notification of termination. To the extent that the contract is for services and is so terminated, CATA shall be liable only for payment in accordance with the payment provisions of the contract for services rendered to the effective date of termination.
4. **BREACH OF CONTRACT.** If the Contractor shall fail, refuse or neglect to comply with the terms of these contract conditions, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by CATA, plus costs relating to failure to comply.
5. **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.
6. **WARRANTY.** The Contractor shall describe its policy or warranty(s) both on workmanship and material as applying to the equipment, along with the method or adjustment, and shall be further subject to warranty requirements of CATA as set forth in Section 7 below.
7. **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.

- 8. 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 of \$1,000,000 each occurrence.
- 9. 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.
- 10. FINAL ACCEPTANCE.** Upon final acceptance by CATA of all work to be performed by the Contractor, CATA will so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.
- 11. LIQUIDATED DAMAGES.** N/A
- 12. NO ASSIGNMENT OF CONTRACT.** Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.
- 13. DEFECTIVE WORKMANSHIP AND MATERIAL.** When and as often as CATA determines that the work done or being done under the contract or the kind of quality or materials supplied in connection therewith are not fully and completely in accordance with any requirement of the contract documents, it may give notice of such noncompliance to the Contractor in writing and the Contractor shall immediately upon receipt of such notice do all things required to remedy such noncompliance without additional cost to CATA. If the Contractor fails to comply with such written notice, then CATA, upon written notice to the Contractor, shall deduct the cost of repair, replacement or correction of defective or damaged work from the compensation due or to become due to the Contractor.
- 14. WAIVER OF BREACH.** The waiver by either party hereto or any breach of any provision of this contract by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this contract by either party hereto.

15. OWNERSHIP OF DOCUMENTS. All original documents, calculations, and work product produced by CONTRACTOR, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of CATA. CONTRACTOR shall have the right to retain a copy of such documents, calculations, and work product. CONTRACTOR shall make available to CATA copies of all CONTRACTOR correspondence, notes, and other papers relating to the work, upon request of CATA. All works of original authorship created in the scope of this Agreement are "works made for hire", as that term is used in connection with the U.S. Copyright Act. To the extent that by operation of law CONTRACTOR retains any intellectual property rights to any work product, CONTRACTOR hereby irrevocably assigns and licenses to CATA all right, title, and interest in such work product, including copyrights and patents, and agrees to execute such assignments and licenses as may be required in the opinion of CATA's legal counsel to confirm this provision. The work product produced by CONTRACTOR in the performance of services under this Agreement is intended for use by CATA solely for the purpose intended. Any use or reuse of such work product by CATA for any purpose other than its intended purpose shall be at the sole risk of CATA and without any liability or responsibility of CONTRACTOR. To the extent that the work product produced by CONTRACTOR contains standard design or construction details or other standardized material previously developed by CONTRACTOR in its professional architectural, engineering, and planning practices, then CONTRACTOR shall have the right to reuse any such material on other projects for other clients or persons without the prior knowledge or permission of CATA and without the payment of any compensation to CATA, provided that the reuse or continued use of such material contains no CATA identifying information or confidential information.

16. 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.

17. NONDISCRIMINATION

- (a) Compliance with Regulations. Contractor shall comply with Federal Regulations relative to nondiscrimination of 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) Nondiscrimination. With regard to the work performed by it during this contract, Contractor shall not discriminate on the grounds of race, color, sex, disability, or national origin 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 Appendix A dated March 19, 1998, a copy of which is attached hereto and made a part hereof.
- (d) ADA Access. All work performed and all services provided pursuant to this contract shall be in compliance with Federal policy 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 49 USC § 5301(d), § 504 of the Rehabilitation

Act of 1973, as amended, 29 USC § 794, The Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq, and the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq, and any applicable implementing Federal regulations or directives as they may from time to time be promulgated or amended.

- (e) This provision B.1 (a)-(e) will be included in all subcontracts relating to this contract. Further, each contract which Contractor signs with a Subcontractor must include the following assurance:

The Contractor, Subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, creed, disability, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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.

- 18. DBE REQUIREMENTS.** Contractor will carry out the applicable requirements of the Michigan Department of Transportation's Disadvantaged Business Enterprise ("DBE") program and 49 CFR 26, including, but not limited to those requirements set forth in Appendix B, attached hereto and made a part hereof.
- 19. 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.
- 20. 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 four (4) 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.
- 21. 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.
- 22. 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.
- 23. DEBARMENT AND SUSPENSION** Contractor must comply with U.S. DOT regulations "Nonprocurement Suspension and Debarment", 2 CFR Part 1200, which adopt and supplement the U.S. Office of Management and Budget ("U.S. OMB") "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. Contractor will not make any contract, subcontract, or lease for the project without first confirming that its proposed contractor, subcontractor, or lessee is not listed as barred in the Excluded Parties Listing System, at <http://epls.gov/>.

Contractor agrees to comply with federal debarment and suspension regulations and guidelines when administering any contract or subcontract of \$25,000 or more, regardless of tier. A contract or subcontract award may not be made to a prospective contractor or subcontractor if that contractor is excluded or disqualified under the standards of the U.S. DOT regulations in the U.S. OMB Guidelines, unless the federal government has provided an exception as permitted under those regulations and guidelines. In addition, contracts of any amount for federally required audit services or for contracts which require the consent of a federal official are also covered by these DOT regulations and U.S. OMB Guidelines. Contractor must obtain the compliance of lower tier contractors, subcontractors, and lessees

with the U.S. DOT debarment and suspension regulations and the U.S. OMB Guidelines that apply to them. The Contractor further agrees to include provisions requiring compliance as set forth above in lower tier covered transactions.

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. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS. With respect to all construction contracts and subcontracts over two thousand dollars (\$2,000) at least partly financed by a loan or grant from the Federal Government, and including contracts for actual construction, alteration and/or repair, including painting and decorating, the following provisions shall apply.

(i) Minimum wages.

(ii) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(iii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 C.F.R. 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(ii)(B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

(iv) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi)(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer

to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(v)(B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

Withholding CATA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under the Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, CATA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(b) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to CATA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c)(i)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.
- (c) Apprentices and trainees
- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid

the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

- (d) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in the Contract.
- (e) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the Contract clauses in 29 C.F.R. 5.5.
- (f) **Contract termination: debarment.** A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.
- (g) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.
- (h) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

- 27. PROTESTS.** Any protests shall be filed timely in accordance with the CATA Procurement Protest Procedures dated July 13, 2007. These Procedures are available from the CATA Purchasing & Contracts Manager and the CATA CEO/Executive Director, at the following address: Capital Area Transportation Authority, 4615 Tranter Street, Lansing, MI 48910.
- 28. 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.
- 29. NO GOVERNMENT OBLIGATION.** Notwithstanding any concurrence by the Federal Government or MDOT in, or approval of, the solicitation or award of this Agreement, 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 this Agreement, and neither shall be subject to any obligations or liabilities to CATA, the Contractor or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. 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.
- 30. 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.
- 31. RECOVERED MATERIALS.** The Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act ("RCRA"), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247.
- 32. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**
- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Rights 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, or 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.
- (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. § 5307, the Federal 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, or the applicable Federal law to the extent the Federal Government deems appropriate.
- (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.

33. MISCELLANEOUS

- a. 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.
- b. This contract constitutes the entire contract between the parties and supersedes all negotiations, commitments, and previous contracts and may be modified only by a further written contract which is executed by a duly authorized officer of each of the parties.

EXHIBIT F
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.

FIRM'S NAME AND ADDRESS			PAYMENT REMITTANCE ADDRESS	
Name:			Name:	
Address:			Address:	
P.O. Box or Suite No.			P.O. Box or Suite No.	
City			City	
State	Zip		State	Zip
Contact Person:				
Telephone No.	Fax No.	E-Mail Address:		
FEDERAL EMPLOYER I.D. NUMBER:		SOCIAL SECURITY NUMBER: (If Federal I.D. is not applicable)		
Payment Terms:		Age of Firm:		
Disadvantaged Business Enterprise: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach the certificate from the certifying agency.				
Minority Business Category: <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				
Annual Gross Receipts: <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				
Contractor's License Type:				
Contractor's License Number:				
License Expiration Date:				
NAME OF BIDDER (Type or Print)			TITLE OF BIDDER	
Signature of Contractor's Authorized Official			(Date Signed)	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT G
IRAN ECONOMIC SANCTIONS ACT CERTIFICATE

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: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT H
CERTIFICATION REGARDING DEBARMENT

The prospective contractor certifies, by submission of this bid or Bid, that neither it nor 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 the Central Florida Regional Transportation Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Central Florida Regional Transportation Authority, 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.

Signature of Contractor's Authorized Official

Name of Contractor's Authorized Official

Title of Contractor's Authorized Official

Date

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT I
WAGE DETERMINATION MI150084

General Decision Number: MI150084 03/20/2015 MI84

Superseded General Decision Number: MI20140084

State: Michigan

Construction Type: Building

County: Ingham County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	02/06/2015
2	02/20/2015
3	03/20/2015

ASBE0047-002 07/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.82	15.78

BOIL0169-001 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 32.78	28.39

BRMI0009-009 12/01/2013

	Rates	Fringes
BRICKLAYER		
Bricklayer.....	\$ 27.37	17.20
Terrazzo and Tile Finisher..	\$ 17.67	13.40
Terrazzo and Tile Setter....	\$ 21.02	15.42

Solicitation No: 2015-R14
 Installation of Wireless Equipment

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

 CARP1004-004 07/01/2014

	Rates	Fringes
CARPENTER (Soft Floor Layer, Including Carpet & Resilient Flooring).....	\$ 24.37	17.30

 CARP1004-018 07/01/2014

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 24.37	17.30

 CARP1102-002 06/01/2013

	Rates	Fringes
MILLWRIGHT.....	\$ 31.11	28.64

 ELEC0252-001 06/03/2013

Townships of Bunker Hill, Leslie, Onodaga & Stockbridge

	Rates	Fringes
ELECTRICIAN Alarm Installation & Low Voltage Wiring.....	\$ 25.72	13.87
Excludes Alarm Installation and Low Voltage Wiring.....	\$ 39.03	20.88

 ELEC0665-004 06/01/2014

Townships of Alaiedon, Aurelius, Delhi, Ingham, Lansing, Leroy, Locke, Meridian, Vevay, Wheatfield, White Oak and Williamson

	Rates	Fringes
ELECTRICIAN Alarm Installation & Low Voltage Wiring.....	\$ 25.89	14.22
Excludes Alarm Installation & Low Voltage Wiring.....	\$ 32.30	20.22

Solicitation No: 2015-R14
Installation of Wireless Equipment

ENGI0324-012 07/01/2014

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 29.09	21.70
GROUP 2.....	\$ 28.84	21.70
GROUP 3.....	\$ 27.74	21.70
GROUP 4.....	\$ 22.94	21.70
GROUP 5.....	\$ 22.34	21.70
GROUP 6.....	\$ 19.89	21.70
GROUP 7.....	\$ 18.19	21.70

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Concrete Pump; Crane; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

IRON0025-001 06/01/2014

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 28.30	24.60
STRUCTURAL (Excluding Metal Building Erection)....	\$ 33.78	26.97

Solicitation No: 2015-R14
 Installation of Wireless Equipment

LABO0499-012 10/01/2014

	Rates	Fringes
LABORER Common or General; Grade Checker; Mason Tender - Brick; Mason Tender - Cement/Concrete; Pipelayer; Sandblaster.....	\$ 22.29	12.75

 PAIN0845-001 11/01/2014

	Rates	Fringes
PAINTER: Brush, Roller, Spray and Paperhanging.....	\$ 22.14	11.97
PAINTER: Drywall Finishing/Taping.....	\$ 24.00	12.89

 PLAS0016-011 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.64	12.88

 * PLUM0333-006 06/01/2014

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 33.19	19.78
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 33.19	19.64

FOOTNOTE:

Paid Holidays: Memorial Day, Independence Day and Labor Day,
 if the employee works the work day preceding and following
 the holiday unless proven illness or injury prevents the
 employee from working.

 ROOF0070-003 06/01/2014

	Rates	Fringes
ROOFER.....	\$ 26.63	13.22

 SFMI0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.25	17.12

Solicitation No: 2015-R14
Installation of Wireless Equipment

SHEE0007-004 05/01/2014

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation).....	\$ 27.82	19.55

SUMI2011-009 02/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
LABORER: Landscape & Irrigation.....	\$ 8.00	0.00
METAL BUILDING ERECTOR.....	\$ 16.92	6.32
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.34	7.57
OPERATOR: Bulldozer.....	\$ 20.63	8.21
OPERATOR: Grader/Blade.....	\$ 22.00	6.29
OPERATOR: Tractor.....	\$ 19.10	8.48
TRUCK DRIVER: Dump Truck.....	\$ 16.00	7.26
TRUCK DRIVER: Lowboy Truck.....	\$ 14.50	0.44
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57	1.18

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

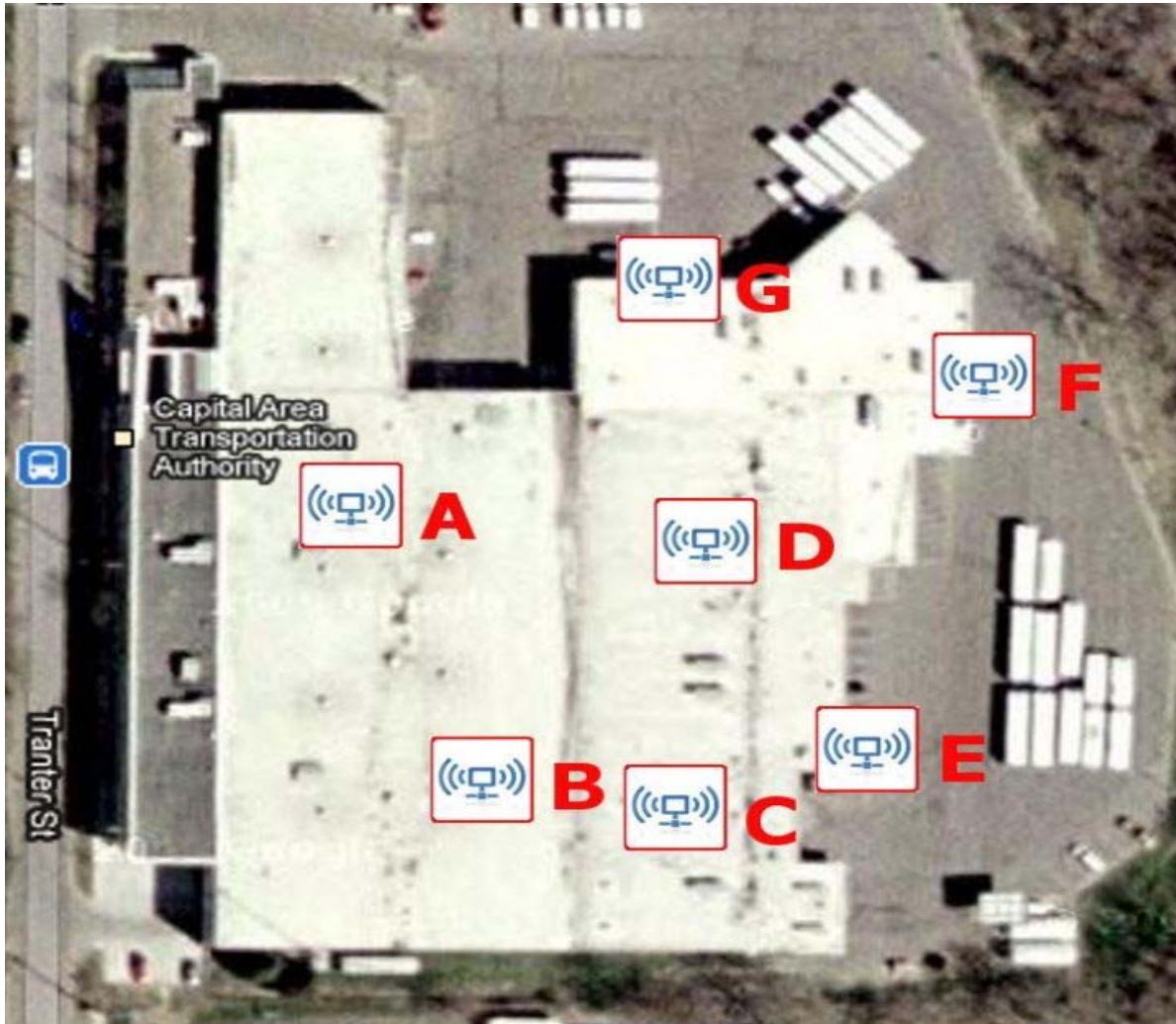
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.
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END OF GENERAL DECISION

ATTACHMENT 1
CATA WIRELESS AP LOCATION MAP

Label	AP IP	802.11 MAC	Location Note
A	10.2.0.106	00:23:EB:09:27:60	Garage by Doors 5 and 6
B	10.2.0.101	00:23:EB:D1:68:70	Garage by Duct Work
C	10.2.0.109	58:8D:09:1D:D2:90	Maintenance South
D	10.2.0.110	58:8D:09:1E:32:E0	Maintenance North
E	10.2.0.105	00:26:0B:11:46:F0	Outside East Side Doors 16 and 17
F	10.2.0.102	00:26:0B:11:45:C0	Outside East Door 13
G	10.2.0.103	00:26:0B:0F:D1:E0	Outside Northside Doors 9 and 10



**END OF THIS
SECTION**

**ATTACHMENT 2
CATA PROPERTY MAP**

