

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 a **Firm Fixed Price** contract.

2. Period of Performance

The term of the Contract will be for an initial three-year term to begin on the date of contract execution. CATA shall have two additional option to extend this agreement on the same terms and conditions as set forth in this agreement. The exercise of such option shall be at CATA's sole discretion and on an annual basis, if exercised, and shall be by a writing execution by CATA's CEO/Executive Director and delivered to the contract on or before thirty (30) days prior to the expiration of the current contract term.

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 contract 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.