Capital Area Transportation Authority

ADA PARATRANSIT ELIGIBILITY ASSESSMENT SERVICES

Request for Proposal – Project # 2020-106

SCHEDULE OF ACTIVITIES

RFP Released:	February 25, 2020
Written Questions Due to CATA:	March 12, 2020 @ 2:00 P.M. Eastern Time
CATA's Responses to Questions Released:	March 19, 2020
Number of Proposals and Due Date:	Submit six (6) proposal copies and (1) electronic ("PDF") copy on CD/DVD or flash drive by 2:00 P.M. Eastern Time on April 2, 2020
Anticipated Award Date:	June 2020

Released on: February 25, 2020

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Capital Area Transportation Authority

ADA Paratransit Eligibility Assessment Services

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SECTION I: PROCUREMENT PROCESS

I-A Issuing Office

This Request for Proposal ("RFP") is issued by Capital Area Transportation Authority ("CATA"), 4615 Tranter Street, Lansing, MI 48910.

All communications regarding this project during the procurement process must be in writing and addressed to CATA's Purchasing & Contracts Department:

Ms. Nicole Wilson
Purchasing & Contracts Manager
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910
E-mail: nwilson@cata.org

I-B Project Management

The person designated to perform as CATA's Project Manager **AFTER AWARD** of the Project is named below. **This person is not to be contacted by Respondents prior to award**. The only CATA contact during the RFP process is CATA's Purchasing and Contracts Employee named above.

Mr. Craig Frazier
Paratransit Supervisor
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

I-C Project Oversight

The oversight of this CATA Project is the responsibility of the CATA Paratransit Supervisor, or designee, named in Project Management Section I-B above.

The Contractor will be required to work with CATA staff and service agencies as directed by CATA throughout the duration of the Contract and attend Progress Meetings as required by the CATA Paratransit Supervisor.

I-D Incurring Costs

CATA is not liable for any cost incurred by any party prior to signing of a contract with that party and then only upon written authorization from CATA to proceed with the project.

I-E Contract Term

The term of the proposed contract will commence October 1, 2020 and continue for a five (5) year period through September 30, 2025.

I-F Contract Extension

Not applicable.

I-G Type of Contract

CATA reserves the right to award without providing a short-list of Contractors or hold short-list interviews or resentations. The award of this solicitation will result in a Fixed Rate Contract**.**

I-H Questions/Changes to the RFP

It is the desire of CATA to provide the same information to all interested parties to ensure fairness and impartiality in the procurement process. To that end, CATA will not respond to telephone inquiries or personal visits. Visitation by respondents or their representatives may be made to CATA only at the pre-proposal meeting, if held. All questions are to be submitted in writing. Submit written questions (via U.S. postal service or e-mail) to the CATA Purchasing & Contracts Department at the address indicated in Section I-A above no later than the date and time indicated on the Schedule of Activities above. Any changes made to this RFP, in response to the questions or concerns raised in any scheduled pre-proposal meeting or through correspondence received by CATA prior to the pre-proposal meeting, will be put in writing to all firms attending any scheduled pre-proposal meeting or otherwise indicating an interest in this project and posted on CATA's website by the date stated on the above Schedule of Activities page. No changes will be made in the RFP after such changes/answers are distributed.

I-I Pre-Proposal Meeting

Not Applicable.

I-J Proposals

To be considered for award, each respondent must submit a complete response to the RFP, using the designated format (if any) and accepting the requirements of Sections II and III below. Proposals are to be submitted only to CATA. No other distributions of proposals are to be made. An official authorized to bind the respondent to the proposal must sign the proposal in ink. Submission of a proposal shall bind the respondent to all provisions of the proposal, including costs, for a period extending not less than one hundred eighty (180) days following the Proposal Due Date, which is stated in the Schedule of Activities above. Submit the number of proposal copies per the directions indicated on the *Schedule of Activities* page above. Proposals, including pricing schedules, must be submitted to CATA by the time and date set as the Proposal Due Date indicated on the *Schedule of Activities* page above. The respondent is solely responsible for the timely delivery of the proposal to CATA. Except as provided below, late proposals will not be considered.

Late proposals which are received after the Proposal Due Date may be considered, if the respondent establishes to CATA's satisfaction within five (5) days of the Proposal Due Date that the delay was due to an independent event outside the control of respondent, such as acts of God or the public enemy, war, national emergency, labor strikes, the failure of the U. S. Postal Service to deliver first-class, registered, or certified mail within five (5) days, or the failure of a national courier service recognized by CATA to deliver as guaranteed or specified. CATA will require documentation to excuse late delivery, including, but not limited to, signed statements or affidavits, postmarks, original postal receipts, courier receipts, and shipment tracking logs in a form satisfactory to CATA. All proposals submitted in response to this RFP will become the property of CATA and will not be returned to the respondent.

I-K Submission Requirements

Refer to Section II-E Proposal Requirements.

I-L Acceptance of Proposal Content

The contents of this RFP, its attachments, and the proposal will become contractual obligations if a contract ensues. Failure of the successful respondent to accept these obligations may result in elimination of the respondent from the selection process. CATA further reserves the right to interview the key personnel assigned by the successful respondent to this project and to recommend reassignment of personnel deemed unsatisfactory by CATA.

I-M Economy of Presentation

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements and objectives of this RFP. Emphasis should be on completeness and clarity of content.

I-N Primary Contractor Responsibilities

The selected contractor(s) (Primary Contractor) will be required to assume responsibility for all services offered in its proposal whether or not the contractor performs them. Further, CATA will consider the selected respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

If any part of the work is to be subcontracted: All subcontracted work to which costs will be passed through CATA or outside services must comply with CATA's procurement procedures. All bidding summary sheets must be attached to subcontractor receipts/invoices and sent to CATA. Any sole-source awards must be documented, and this documentation must be attached to the invoice submitted to CATA.

The primary contractor is responsible for adherence by the subcontractors to all provisions of the contract. CATA must review and approve, in writing, all subcontractors. All subcontractors must be included in the initial proposal with descriptions of the firm's qualifications and the qualifications of the key individuals assigned to this project. The primary contractor is responsible for any subcontractor's project quality and performance in meeting deadlines.

I-O Other Duties Assigned by CATA

Because of the nature of this project, CATA is unable to determine all possible work components and tasks to be completed. The Contractor may be asked to provide additional services not outlined in this RFP. When additional duties beyond those outlined in this RFP and in the Contractor's proposal are identified, CATA and the contractor will discuss the contractor's ability to complete this work. If CATA determines the contractor should conduct the additional work, the contractor will provide a Request for a Task Order describing the work to be done and all associated costs. A written task order will then be issued by CATA.

I-P Selection Criteria

Responses to this RFP will be evaluated based upon the following factors as presented in the respondent's proposal. The criteria used to evaluate the proposals are provided below and are listed in order of importance. Therefore, the contract may be awarded to a firm which is not necessarily the low bidder.

1. Project understanding and approach
    - The proposal should include a detailed work plan describing how you intend to provide the services outlined in the scope of work, including the understanding of ADA regulations and the ADA eligibility process.
    - Describe the technical approach to be taken for the work required.
    - The contractor will present in their proposal a description of the transition plan to begin the work under this scope of work, including a schedule.
    - Website online application capability.

2. Qualifications of Proposed Staff
    - The proposal lists the key individuals from the primary agency and any named subcontractors along with their experience and previous work on similar projects.
    - Documentation of employee training.
    - The proposal demonstrates that the respondent's team has a high level of relevant experience with ADA regulations and the ADA eligibility process.

3. Price/Cost
    - The proposal clearly defines the prices.
    - The pricing form is completed accurately.

4. Experience of Firm with Similar Projects
    - The proposal lists three (3) company references that will illustrate the respondent's past record of performance on similar projects.
    - The proposal demonstrates relevant experience and expertise as stated in the scope of work.

5. Completeness and Responsiveness of Proposal to RFP:
    - Proposer has met all submittal requirements.
    - The proposal is thorough, visual and easily understandable.

I-Q Oral Presentation

Not Applicable.

I-R Independent Price Determination

By submission of a proposal, the respondent certifies or, in the case of a joint proposal, each party thereto certifies as to its own organization, in connection with this proposal:

- The prices in the proposal have been determined independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other respondent or with any competitor.

- Unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the respondent prior to award directly or indirectly to any other respondent or to any competitor.

- No attempt has been made or will be made by the respondent to induce any other persons or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that she/he:

- Is the person in the respondent's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.

or

- Is not the person within the respondent's organization responsible for the decisions as to the pricing being offered in the proposal but has been authorized, in writing, to act as an agent for the persons responsible for such a decision and certifying that such persons have not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.

I-S Pricing and Payment

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
Email: payables@cata.org

The invoice must contain the following information:

1. Invoice number
2. Time period covered by Invoice
3. Description of work completed
4. Contact person and phone number
5. Payment remit address

The Project Leader or designee will provide individual project budgets before any work is authorized to begin. The Contractor must keep project costs within that amount unless the Project Leader agrees to a change before costs are incurred. The vendor must list specific CATA-budgeted projects and activities for each item/service charged to CATA on invoices.

SECTION II: STATEMENT OF WORK

II-A Background

The Capital Area Transportation Authority (CATA) is a public transit authority that operates both fixed route and paratransit services across metropolitan Lansing, Michigan. CATA's service area includes all 559 square miles of Ingham County and extends into portions of Eaton County and Clinton County. CATA also provides services on the campus of Michigan State University (MSU). Founded in 1972, CATA's system is comprised of 33 fixed routes in total, which produced 11.0 million rides in fiscal year 2019 to communities within its jurisdiction. CATA provides services to its customers using both directly operated and purchased (contracted) paratransit transportation services, which accounted for nearly 500,000 rides in FY2019. CATA currently utilizes a third-party contractor under a multi-year agreement to operate a portion of its paratransit operations.

As the region's public transportation provider, CATA operates four facilities in its service area. Headquartered in Lansing, the Administrative Offices are home to the executive office; all administrative departments; and the bus storage facility, which houses CATA's directly-operated fleet, maintenance, and operations. The CATA Transportation Center (CTC), located in downtown Lansing, is the central boarding hub and transfer point for 14 CATA routes, Greyhound and Indian-Trails intercity bus services, the customer information center, on-site security, and a coffee shop.

On MSU's campus, the MSU-CTC is the main boarding center for CATA routes serving MSU and is adjacent to one of several campus parking ramps. As the region's primary multimodal transportation facility, the state-of-the-art Capital Area Multimodal Gateway, operated by CATA, is the authority's newest facility. The Gateway offers seamless access to rail, city, regional and national bus lines, and local taxi services. The Gateway is served by three CATA fixed-routes.

II-B Objectives

The specific objective for this project is to secure a contract for ADA Paratransit Eligibility Assessment Services.

II-C Definitions

"Fixed Route Service" is service provided along a prescribed route according to a fixed schedule.
"Paratransit" is commonly used to describe complimentary ADA service in a curb-to-curb manner. Advanced reservations are required.

II-D Scope of Work

Customers of CATA Spec-Tran service must be certified as eligible to use the service due to a disability that prevents them from using CATA fixed route service in whole or in part. Certifications are made using the ADA guidelines.

The ADA states that each public entity required to provide complementary paratransit service will establish a process that "shall strictly limit ADA paratransit eligibility" to individuals who meet the criteria outlined under the ADA.

Proposers must demonstrate a firm knowledge of ADA regulations and eligibility requirements for ADA Complementary Paratransit Service. Eligibility for ADA paratransit service is ultimately based upon functional considerations and it is useful to consider eligibility in terms of specific "tests." An analysis of these tests can then be used to determine whether or not an individual's eligibility for a paratransit service is general or applies only to certain conditions or trip requests.

Proposers must be experienced and skilled in working with people who have disabilities. The term "disability" is defined to include any physical or mental impairment that substantially limits one or more major life activities, a record of such an impairment, or being regarded as having such impairment.

"Major life activities" include caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

Only a specific impairment-related condition which prevents the individual from traveling to a boarding location or from a disembarking location is a basis for eligibility under this paragraph from the ADA regulation.

a. Individuals with mental or visual impairments who cannot "navigate the system." Including, recognizing destinations, understanding transfers, and being able to distinguish between vehicles at busy transfer stations. With the exception of assistance provided by the operator or other employees of the service, eligibility under this category is based on a person's ability to independently use the service.

b. Any individual with a disability who is unable, as the result of a physical or mental impairment, and without the assistance of another individual to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities.

c. An individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location.

During the most recently-completed fiscal year, CATA received 1,312 applications for ADA certification, and issued 1,312 determinations. The following table provides some background on CATA'S certification data:

DESCRIPTION	October 2016 – September 2017	October 2017 – September 2018	October 2018 – September 2019
Applications Received	1149	1242	1312
Determinations	1149	1242	1312
Eligible (new applicant)	557	735	940
Eligible (recertification)	124	132	59
Temporary Eligibility	304	290	242
Emergency Certification	0	0	0
Denials	11	2	2
Appeals	0	0	0
Mobility Status Change	53	83	69

General Requirements and Reporting

1. Meetings: The Contractor shall meet with CATA's Paratransit Supervisor at least monthly. These sessions may be conducted over the telephone or in person as determined by the CATA Paratransit Supervisor.

2. The Contractor shall make immediate phone calls to CATA's Paratransit Supervisor if any significant problems are encountered.

3. Project Reports: The Contractor will provide CATA's Paratransit Supervisor the following reports and the reports will be due by the 10th day of each month.

   This report shall include, at a minimum, the following:
   a. Number of applications received;
   b. Number of applicants interviewed;
   c. Number of determinations;
      - Eligible (new applicant)
      - Eligible (recertification)
      - Temporarily eligible
      - Emergency certifications
      - Denials
      - Mobility status change
      - Face to face certifications

The Contractor may propose modifications and additions to the recommended reporting. All modifications are subject to approval by CATA.

CATA applications will include the following information (see Attachment E):

- Applicant name;
- Applicant's home address, mailing address (if different than home address), phone number(s) and email address;
- Date of birth;
- Gender;
- What is the disability;
- Mobility device used, if any;
- Disability and ability questions;
- Applicant's emergency contact with phone number(s);
- Certification statement;
- Medical verification statement;
- Personal care assistant request form

CATA Responsibilities

CATA will provide:

a. Access to appropriate CATA software for application entry; CATA currently uses Trapeze PASS software;
b. CATA ADA Eligibility Identification Cards;
c. Approval of master copies of correspondence to customers approved by CATA;
d. Direction to the incumbent contractor with regard to transitioning of the program to the newly-selected Contractor;
e. Information on its website regarding the ADA certification process and contact information, including eligibility applications for down-loading;
f. Paper with CATA letterhead to the Contractor for use in issuing approvals and denials;
g. The ADA certification application in both pdf and printed format, in English, Arabic, Korean, Mandarin and Spanish;
h. Informational brochures and an application to the Contractor for distribution to applicants. These brochures include information on the certification process and on the Travel Training program. Printing of these documents is also the responsibility of CATA;
i. General transit system information brochures and schedules for distribution to applicants as appropriate;
j. Marketing and outreach for its programs. The Contractor may not initiate and/or perform any outreach activities on behalf of CATA or the transit operators without the expressed prior consent of CATA. CATA will only give such permission if it has obtained consent of the affected transit operators.

Communication Requirements with CATA

The Contractor must be able to provide customers with information about other CATA fixed route and other demand response services and encourage the use of those services. The Contractor must understand and be able to explain and support CATA policies related to Spec-Tran when questioned by customers. The Contractor must be able to communicate with CATA's Paratransit staff whenever and as often as necessary. The method of communication may be by telephone, fax, email, letter, or in person.

Staffing Requirements

The Contractor shall recruit, hire, train, and employ qualified staff necessary to meet the requirements specified herein for the administration of CATA's ADA eligibility certification process. The Contractor shall provide the necessary management and qualified staff to satisfy the tasks and requirements of this Scope of Work. The Contractor must have a network of medical and disability experts available for consultation, if needed, to make a determination. The following management and staffing requirements are minimums and the Contractor shall exceed these where necessary to accomplish the specified Scope of Work. Proposed changes in key personnel and/or job duties are subject to prior review and approval by CATA. The Contractor shall submit a resume to CATA for any proposed replacement candidate and an interview of the proposed replacement candidate may be required.

Project Leader

1. The Project Leader will be the person in charge of all management and day-to-day operations of the Contractor on behalf of CATA. The Project Leader must maintain consistent and sufficient contact and communications with CATA. CATA intends that this communication shall establish a working partnership to ensure CATA's ADA eligibility certification process works effectively and efficiently to the benefit of ADA applicants and from the perspective of both CATA and the Contractor.
2. Project Leader will demonstrate, by decision and action, competency in all aspects of CATA's ADA eligibility certification process. The Project Leader must be knowledgeable about ADA rules, regulations, and compliance regarding eligibility and certification. The Project Leader will function as line supervisor of all the Contractor staff assigned to CATA's project. The responsibilities of the Project Leader include, but are not limited to:
    a. Ensure the availability of a responsible individual with decision-making authority by phone or in person during the hours of 9:00 a.m. to 5:00 p.m. (Eastern Time), Monday through Friday excluding CATA's holidays.
    b. Recruit, select, hire, and train appropriate staff to satisfy the requirements of this Scope of Work.
    c. Assign personnel to perform the tasks specified in this Scope of Work.
    d. Administer the eligibility certification process, including the review of applications, functional assessments, in-person functional assessments following an appeal, preparation of correspondence to applicants, documentation of certification findings and the basis for recommended determinations.
    e. Attend meetings as CATA may require.
    f. Prepare and submit Contractor's monthly invoice for certification services.
    g. Work with CATA staff to develop any improvements to the ADA eligibility certification process as determined appropriate to ensure an effective and efficient process.

Certification services for CATA shall be assigned to a limited number of designated Contractor staff sufficient to provide these services under normal circumstances. Names of the designated staff shall be identified in the proposal. CATA expects all interactions with applicants to be conducted in a professional, courteous and respectful manner. CATA may require that any of the Contractor's employees assigned to provide services under this Agreement to be removed from work on CATA's project for cause. CATA may require immediate removal if, in its determination, this is warranted under the circumstances.

Training

All training of the Contractor staff shall be the responsibility of the Contractor. After the contract is awarded the Contractor shall develop and provide a training program sufficient to meet the ADA requirements. The training program shall be reviewed and approved by CATA's Paratransit Supervisor prior to implementation.
Prior to their assignment to CATA's project, each employee shall receive, at a minimum, the following training:

- The Contractor's training program as described above;
- CATA orientation on transit services, policies, and procedures, to be provided by CATA staff;
- Training in sensitivity issues regarding working with individuals with disabilities. All off the Contractor staff involved in the certification process or coming into contact with applicants, including the Contractor's Project Leader, shall receive this training provided by the Contractor.

The Contractor shall permit CATA staff to attend and participate in the Contractor's training program for application review/eligibility determination conducted for their own staff as described.

Confidentially

Ensure that all information collected for the eligibility process is kept confidential and is only distributed to individuals who require access for eligibility determinations. All files are stored in a secured location on site. All parties involved in the eligibility process are aware of the need to maintain confidentiality with information pertaining to applicants. The Contractor must adhere to Health Insurance Portability and Accountability Act [HIPAA] Privacy rules.

Accommodation of Other Languages

The Contractor shall make reasonable arrangements to effectively communicate with applicants in languages other than English, as well as sign language, during in-person interviews.

Scheduling Assessment Appointments

The Contractor is required to be available for in-person testing during normal business hours, although it is not necessary to have office hours five days a week from 9:00 a.m. to 5:00 p.m. Ideally the days of operation would be Monday through Friday. Applicants should be able to schedule an appointment up to two weeks in advance.

Customer and ADA Application Telephone Support

The Contractor shall provide staff available to answer phone inquiries during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday excluding CATA holidays. The Contractor is expected to staff sufficiently to avoid callers experiencing excessive hold times. The Contractor shall record the name of the caller and is expected to discuss with the caller the purpose for which the applicant will use ADA complementary paratransit, to help the caller determine if an ADA certification is needed or helpful for the intended trips, given the availability of various paratransit services. Should an ADA certification not be needed for the intended trips, the caller should be encouraged, but not required, to forgo the ADA application and certification process. Upon completing the discussion with the caller regarding the need for ADA certification, should the caller decide to proceed with ADA certification the Contractor shall mail or e-mail, as requested, an application and instructions to the applicant. The Contractor is also expected to respond in a professional and helpful manner to other phone calls that come from the public regarding general information on the ADA complementary service.

Website

The contractor shall provide on its own website an online application capability, collecting the same information as contained in CATA's application. The contractor shall process all applications received online in the same manner as applications received on paper. CATA recognizes that there are various online application technologies, and proposals should include specifications for the system to be used, which CATA will include in its evaluation, giving preference to more robust, state-of-the-art online application systems, with disability accessibility features.

Application Review

Upon initial receipt of an application, a record is opened for new applicants assigning a unique Identification Number. Recertification applications are recorded under their existing clients' IDs. Applications shall be date-stamped upon receipt. A review assuring all necessary information has been provided by the applicant shall be completed within three (3) days of initial receipt. If incomplete, the Contractor shall contact the applicant and indicate which sections need to be competed or if any supporting documents are needed. The Contractor shall return to the applicant for completion of missing information within four (4) business days of initial application receipt. Within 24-hours of application receipt, the Contractor shall notify CATA, so that ADA paratransit service is available on a presumptive basis during the application period. The Contactor shall evaluate the application to determine the need for a Professional Evaluation. It is generally expected that a Professional Evaluation will be required, except when there is a very clear eligibility or a valid reason why the applicant cannot obtain an evaluation. Evaluations can be performed by an appropriate licensed professional such as a therapist, social worker, nurse practitioner or physician. If a professional evaluation is needed, but was not provided in the initial application, the Contractor is responsible for contacting the professional's office. Should there be no response within five (5) working days; the Contractor shall make two (2) attempts to contact the professional's office to follow up. In the event that the professional's office is contacted but there is still no response within five (5) business days, then the Contractor shall contact the professional's office a second time and shall also contact the applicant or their designated agent and inform them of the status.

In-Person Interview

The Contractor shall contact all applicants when a personal interview is necessary for additional information. The Contractor shall maintain all records necessary to verify compliance with ADA requirements. The Contractor shall prepare a written summary containing sufficient information to support the recommended determination for each interview.

Emergency Certification

CATA allows for temporary approval within three (3) days for an eligible disability condition that developed suddenly, without requiring completion of the official CATA application. In such situations the Contractor will consider and process a temporary certification based solely on a note from a professional such as a doctor.

Determination

The Contractor shall prepare a written summary of evaluations used for all eligibility determinations completed. The Contractor shall notify all applicants via a letter sent by regular mail, of their eligibility determination (email communications are not acceptable). CATA shall provide letter head and card stock. ADA cards shall be included with the letter if the applicant was deemed eligible. The contractor must fill out the card and mail to the customers. The Contractor shall transmit client certification information into CATA's computer program. The Contractor shall notify CATA of all determinations. Individuals who are determined to be ineligible or conditionally eligible shall receive in a clear written format an explanation of the determination, supporting documentation and information on their right to appeal. The information shall include how to proceed with an appeal. The Contractor shall have twenty one (21) calendar days to notify applicants upon completion of the application process. CATA's program considers the following Conditional Certifications: fatigue following treatment; distance to transit; transfer required; rain; and temperature.

Customer Comments and Formal Appeals

All applicants and other individuals contacting the Contractor wishing to make a comment on the ADA eligibility certification process or file a formal appeal to a certification denial or partial eligibility determination is the responsibility of the Contractor. The Contractor must be able to schedule and facilitate appeal hearings requested as a result of a denial of eligibility, appeals are to be conducted in person. The Contractor must be able to justify any denials of Certification of Eligibility and provide applicants and CATA with a written explanation of the denial.

Emergency Policies and Procedures

All applicants referred to the Contractor are likely to have some degree of physical, cognitive and/or mental disability. The Contractor policies and procedures shall be in place to respond to any emergencies (e.g. cardiopulmonary resuscitation, seizure management, etc.) that may arise. CATA will not be responsible for any costs associated with implementation of such policies and procedures above those included in the contracted service price.

Facility

During the five-year base performance period of this contract, the Contractor is required to provide suitable office facilities to accommodate the personnel necessary for the management and administration of the certification program. The facility will have space for the processing of certification applications and the ability to maintain and keep all the certification data and records. The Contractor shall provide all furniture, furnishings and equipment. The office facility shall be fully and easily accessible to the disabled and in compliance with all ADA requirements. The facility used by the Contractor to conduct functional assessments must be well maintained and provide private interview rooms, which are accessible to persons with disabilities. No applicant shall be denied services based upon inability to access the Contractor's facilities and/or services.

Equipment and Documents

The Contractor shall also be responsible for the provision of any and all office equipment and supplies that are needed to conduct the services under this Agreement including, but not limited to, copiers, facsimile machines, computer hardware and software and telephone and TDD equipment. The Contractor shall be responsible for the provision of any and all equipment necessary to conduct in-person interviews and assessments including, but not limited to visual aids. The Contractor shall provide forms and letters required for the efficient processing and documentation of the certification process, with the exception of materials provided by CATA as specified in this RFP under "CATA responsibilities." Such materials developed by the Contractor shall be done in consultation with CATA staff and shall become, pursuant to this agreement, property of CATA. The Contractor must be able to enter information from the paper application into the computer program used by CATA. The Contractor must provide all computer hardware and connection to CATA's network to provide access to the certification program.

Transition Plan

The contractor will present in their proposal a description of the transition plan to begin the work under this scope of work. This plan will identify the steps the contractor will take to set up their organization to begin this work, describe the process they will use to communicate with customers about how to become certified, the record keeping methods they will deploy, identify the staff who will be performing the certification process, etc.

The Contractor will assume responsibility for the certification process effective October 1, 2020. The Contractor shall work with CATA and with CATA's current ADA certification contractor to transition the certification process to the new Contractor. The new Contractor shall identify for CATA the inbound phone line at least 10 business days in advance of the transition date to facilitate smooth transition of phone services.

Changes to the Certification Process

During the term of this Contract, CATA may choose to implement changes to the ADA paratransit certification processes described herein for the benefit of CATA, the responsible transit operators, and the ADA program. In such event, CATA shall provide the Contractor with a description of the changes to be implemented, including any modification of the Contractor's requirements and responsibilities related to such change and the timing thereof.

II-E Proposal Requirements

Proposing firms/organizations shall include the following information, at a minimum, in their proposals. Emphasis should be on completeness and clarity of content.

This is partially based off of our evaluation criteria:

- Cover Letter
- Acknowledgement of Amendment(s) (If applicable)
- Project Understanding and Approach
- Pricing Form
- References
- Qualifications of the Staff
- Qualifications of the Firm
- Required Certifications: (Appendices)
- Submittal Checklist
- Supplier Information Form
- Reference Form

Proposing firms/organizations shall include the following information, at a minimum, in their proposals. Emphasis should be on completeness and clarity of content. Proposals shall be submitted in binder format with tabs labeled as follows:

1. COVER LETTER

The proposal must include a cover letter which identifies the proposing firm/organization, mailing address, contact person and telephone number. The cover letter must acknowledge the receipt of all addenda issued to this RFP, and be signed by the individual who is authorized to negotiate and execute a contract on behalf of the proposing firm/organization.

2. PRICING FORM

The price proposal must include the cost for services described herein. Proposed costs must be submitted on the enclosed Pricing Form (Attachment A).

Firms shall give these costs for each year of the five (5) year contract.

3. PROJECT APPROACH

Detailed work plan and technical approach describing how you intend to provide the services outlined in the scope of work.

4. QUALIFICATIONS OF THE FIRM/ORGANIZATION

Each proposer must provide a narrative description of its organization including its legal status, state of incorporation or organization, authority and/or licenses to operate. The description shall outline the major business functions, history, and organizational structure.

5. QUALIFICATIONS OF STAFF

Each proposer must specifically provide resumes showing the names, experience and professional qualification of the key personnel to be assigned to this project. If subcontractors, joint ventures, or both are contemplated, include the qualifications, experience, and references of the entire team.

Provide through resume or other means an overview of the person's qualifications including former duties, length of time in each previous assignment, educational background and current job description.

Documentation of employee training

6. REFERENCES

Proposers must submit a minimum of three (3) references, preferably for firms and key individuals from **clients similar to CATA**, including names, addresses, phone numbers, fax numbers and email addresses. CATA reserves the right to contact any or all of the listed references. (See Attachment D)

SECTION III: COMPLIANCE REQUIREMENTS

III-A FTA and MDOT Required Clauses

The contractor will comply with all relevant procurement and contract requirements of the Federal Transit Administration ("FTA") and the Michigan Department of Transportation ("MDOT"). *See,* for example, FTA Best Practices Procurement Manual, Appendix A.1 and FTA Circular 4220.1F.

The website address of the Federal Transit Administration is www.fta.dot.gov.

The website address of the Michigan Department of Transportation is www.michigan.gov/mdot.

The contractor shall furnish to CATA upon request, certificates of compliance with all such laws, rules and regulations. The contractor shall, at its own expense, be responsible for obtaining all necessary permits and licenses required for performance of the contract.

All contractual provisions required by MDOT or mandated by FTA as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. The contractor shall not perform any act, fail to perform any act or refuse to comply with any CATA requests which would cause CATA or the contractor to be in violation of FTA or MDOT terms and conditions.

III-B Disadvantaged Business Enterprises

Disadvantaged Business Enterprises ("DBE") are encouraged to bid on this project. Any applicable DBE firm's certifications must be included in the proposal. Cost Proposals must list the amount and activity of service provided by the DBE firm, as applicable. Information on becoming certified as a Disadvantaged Business Enterprise is available from Michigan Department of Transportation ("MDOT") at the following website address: http://www.michigan.gov/mdot/0,4616,7-151-9625_21539_23108---,00.html.

III-C Compliance with Laws

The contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, and orders, including, but not limited to:

1. Motor Carrier Safety Act, 1963 P A 181, as amended.
2. Motor Bus Transportation Act, 1982, P A 432, as amended.
3. Rules and Regulations of the Department of Transportation may promulgate to accomplish the purpose of 1990 P A 339.
4. Motor Safety Carrier Regulations, being 49 CFR, Parts 387, 390-393, 395-397, and 399 including appendices C, D, E, and G.
5. Drug-Free Workplace Act of 1988.
6. Procedures for Transportation Workplace Drug Testing Progress, 49 CFR 40.
7. Physical Qualification Requirements of 49 CFR 391.41 to 391.49.
8. Lobbying Disclosure Act of 1985, *attached,* must be signed by Respondent and included with proposal submission.
9. Iran Economic Sanctions Act Certificate per MCL 129.311 *et seq., attached,* must be signed by Respondent and included in proposal submittal.
10. Non-Discrimination Clause per 49 CFR, Part 26.
11. Prohibition of Discrimination per 1976 P A 453, Public Acts of 1976.

Upon request, contractor shall furnish to CATA certificates of compliance with all such laws, rules and regulations. The contractor shall, at its own expense, be responsible for obtaining all necessary permits and licenses required for performance outlined in this RFP.

Information regarding the regulations listed above may be obtained from the Federal Motor Carrier Safety Administration at https://www.fmcsa.dot.gov/.

III-D Ownership

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.

III-E News Releases

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without prior written CATA approval, and then only in accordance with the instructions from CATA's Executive Director.

III-F Audit and Inspection of Records

In the case of all negotiated contracts, and contracts for construction, reconstruction, or improvement of facilities and equipment which were entered into under other than competitive bidding procedures, the contractor agrees that the grantee, the Comptroller General of the United States, or any of their duly authorized representative shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other date and records, and accounts with regard to the project. Further, the contractor agrees to maintain all required records for at least three (3) years after grantees make final payments and all other pending matters are closed.

III-G Complaints or Protests

CATA's Procurement Protest Procedures are available online at www.cata.org.

III-H Contractual Terms and Conditions

See attached Appendix A, CATA Standard Terms and Conditions, for details.

APPENDICES

Appendix A: CATA Standard Terms and Conditions

Appendix B: Prohibition of Discrimination in State Contracts

Appendix C: Assurances That Recipients and Contractors Must Make

Appendix D: Disadvantaged Business Enterprise Policy

Appendix E: Certificate Regarding Lobbying

Appendix F: Iran Sanction Certificate

Appendix G: Certification of Primary Contractor Regarding Debarment, Suspension and other Responsibility Matters

Appendix H: Certification of Lower-Tier Participants (Sub-contractors) Regarding Debarment, Suspension and other Responsibility Matters

APPENDIX A

CAPITAL AREA TRANSPORTATION AUTHORITY

STANDARD TERMS AND CONDITIONS OF PROCUREMENT

A. THE FOLLOWING TERMS AND CONDITIONS WILL BE A PART OF THE CONTRACT AWARDED.

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 reprocuring similar supplies or services, provided, that if (a) it is determined for any reason that the Contractor 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. ADDITIONAL INFORMATION. The Contractor shall promptly furnish any additional information requested by CATA relative to the equipment it proposes.

5. SUPPLIER RESPONSIBILITY. No advantage shall be taken by the Contractor or its Subcontractor in the omission of any part or detail which goes to make the equipment complete and operable for use by CATA. In case of any variance, this specification shall overrule Contractor or Subcontractor specifications. The Contractor shall assume responsibility for all materials used whether the same is manufactured by the Contractor or purchased ready made from a source outside Contractor's company. In the case of the replacement of a Subcontractor, the Contractor must, within five (5) working days, notify CATA in writing of the replacement and provide name, address, telephone number, and the type of service.

6. DELIVERY. Service and/or equipment will be delivered to Capital Area Transportation Authority, 4615 Tranter Street, Lansing, Michigan 48910. The Authority will assume custody of all property at one of its other locations, if so directed, in writing by CATA. Invoices shall be furnished with the delivery of each item. CATA reserves the right to inspect all deliveries or services before acceptance.

7. 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. Contractor shall be subject to all legal remedies that CATA may have and CATA may recover, in addition to any damages or costs relating to failure to comply, its reasonable attorneys' fees resulting from Contractor's breach.

8. DISPUTES (AFTER BID 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 agreement between CATA and Contractor shall be decided by CATA's Program Manager 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 CATA's Chief Executive Officer 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.

9. DELIVERY EXTENSION AND DELAYS. CATA reserves the right to extend, postpone or reschedule delivery in case the delivery of service equipment, under this contract, shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, as detailed in writing by the

Contractor, the time of completion or a delivery shall be extended by a number of days to be determined in each instance by CATA.

10. INSTALLATION. If specified, the Contractor shall install and place in operation, subject to approval by CATA, the equipment at the Contractor's expense within thirty (30) days from issuance of a notice to install issued by CATA.

11. INSTALLATION EXTENSION AND DELAYS. CATA reserves the right to extend, postpone, or reschedule installation in case the installation of equipment under this contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason or cause or circumstances beyond the control of the Contractor. The time of completion or installation shall be extended by a number of days to be determined in each instance by CATA.

12. ASSEMBLY. If required, the Contractor shall assemble the equipment at its expense prior to installation.

13. ACCESSORIES. The Contractor shall furnish, without additional cost, all accessories required to permit CATA to operate any equipment being provided.

14. TRAINING. The Contractor, without additional cost, shall properly train CATA personnel in the operation and maintenance of the equipment provided.

15. SERVICE MANUAL AND WIRING SCHEMATIC. If specified, the Contractor will provide at least one copy of a service manual and at least one copy of a wiring schematic for individual components and other schematics and drawings.

16. 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 the following Paragraph 17.

17. 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.

18. 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.

19. 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.

20. ACCEPTANCE OF MATERIAL - NO RELEASE. Unless CATA otherwise agrees in writing, acceptance of any portion of the material prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials or for failure to

fully comply with all of the terms of this contract. CATA reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the contract requirements and specifications; provided, however, that CATA is under no duty to make such inspection and no inspection so made shall relieve Contractor from any obligation to furnish materials and workmanship in accordance with the contract requirements and specifications.

21. 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.

22. LIQUIDATED DAMAGES. If the Contractor fails to deliver the requirements by the date as set forth in the bid documents scheduled for delivery, CATA shall be paid damages for each consecutive calendar day thereafter until the goods are delivered, unless a completion date is extended by CATA in writing. Inasmuch as the amount of such damages will be extremely difficult to ascertain, the Contractor agrees to compensate CATA the sum of $ Not Applicable per day, which sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that CATA will suffer by reason of said delay and default and not as a penalty; and CATA shall have the right to deduct such sum from any amounts which may otherwise become due under contract.

23. NO ASSIGNMENT OF CONTRACT. Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.

24. 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.

25. 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.

26. 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.

27. 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.

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

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

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

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

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

To CATA:

Chief Executive Officer
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

To Contractor: _____

With a copy to: _____

30. 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.

31. This contract constitutes the entire contract between the parties and supercedes 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.

32. COST COMPUTATION. The Federal Acquisition Regulation, 48 CFR, Chapter 1, Part 31.2, shall be used, in all instances, to determine the amount of costs incurred by Contractor that CATA shall be required to pay, or reimburse, to Contractor, including, without limitation, where this Agreement requires CATA to pay Contractor's costs as part of the contract price, where the contract price is adjusted resulting from changes to the requirements of Agreement, and when calculating the amount due Contractor pursuant to Termination for Convenience clause.

33. TRAVEL EXPENSES. CATA shall not reimburse Contractor for travel costs, including accommodations, meals, transportation and fuel costs, unless the travel activity and the travel costs have been approved in advance by an authorized representative of CATA. All travel costs to be paid by CATA shall not exceed amounts determined in conformance with the Federal Acquisition Regulation, 48 CFR Section 31.205-46, Travel Costs.

B. TERMS INCLUDED IN CONTRACTS FUNDED IN WHOLE OR PART BY FTA, MDOT, OR OTHER GOVERNMENTAL AGENCY.

1. 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 C.F.R. 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, religion, age, or national origin against any employee or applicant for employment, or in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) In connection with the performance of services under this contract, Contractor agrees to comply with the State of Michigan provisions for "prohibition of discrimination in state contracts" as set forth in 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 U.S.C. § 5301(d), § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and any applicable implementing 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.

2. DBE REQUIREMENTS.

(a) 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. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which my result in the termination of this Contract or such other remedy as CATA deems appropriate, which may include, but is not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages and/or disqualifying the Contractor from future bidding as non-responsible.

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

3. 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.

4. RECORDS/AUDITS. The Contractor shall maintain and retain, and shall require all its subcontractors to maintain and retain, complete and accurate books, documents, papers, accounting records, contracts, and other evidence with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. 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. Contractor shall retain all work data, documents, records, accounts and reports related to this contract for a period of three (3) years from the date of final payment under this contract or from expiration or other termination of this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.

5. 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.

6. 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.

7. 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 or excluded from participating in government contracts in the System for Award Management (SAM) at www.sam.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.

8. 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.

9. 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.

10. CLEAN AIR. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401, *et seq*. If state or local air pollution regulations are in force, the more restrictive criteria shall govern. The Contractor and any subcontractors or suppliers must submit evidence to CATA that the governing air pollution criteria will be met. The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

11. BUY AMERICA PROVISIONS. N/A

12. CERTIFICATION REGARDING LOBBYING. This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix C), must be signed and returned as a term and condition of this Agreement and its terms are incorporated by reference herein.

13. PREVAILING WAGE. N/A

14. BID BOND. N/A

15. PROTESTS. Any protests shall be filed timely in accordance with the CATA Procurement Protest Procedures. 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.

16. PERFORMANCE & PAYMENT BONDS. N/A

17. FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall not, by action or by inaction, cause CATA to be in violation of FTA regulations, policies, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.

18. 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.

19. CLEAN WATER. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

20. ENERGY CONSERVATION. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

21. RECOVERED MATERIALS. N/A

22. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 ("Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use United States Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a United States Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

23. CARGO PREFERENCE. N/A

24. 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.

25. SAFE OPERATIONS OF MOTOR VEHICLES

    (a) Seat Belt Use – Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or CATA.

    (b) Distracted Driving – Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle either Contractor or CATA owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

APPENDIX B

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act 453, Public Acts of 1976, Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

2. Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. Contractor or its collective bargaining representative will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this appendix.

6. Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as Contractor itself, and said Contractor will permit access to its books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that Contractor has not complied with the contractual obligations under this Agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until Contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

APPENDIX C

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

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

    1. Withholding monthly progress payments;
    2. Assessing sanctions;
    3. Liquidated damages; and/or
    4. Disqualifying the Contractor from further bidding as non-responsible.

2. Each contract Contractor signs with a subcontractor must include the preceding assurance.

APPENDIX D

POLICY #204

DISADVANTAGED BUSINESS ENTERPRISE POLICY

The Capital Area Transportation Authority ("CATA") is committed to a policy of non-discrimination in the conduct of its business, including the procurement of goods and services. CATA will take affirmative action to assure maximum practical opportunity for participation of Disadvantaged Business Enterprise ("DBE") in the performance of contracts financed in whole or in part with funds from the United States Department of Transportation, the Federal Transit Administration ("FTA"), the Michigan Department of Transportation ("MDOT"), or other state and federal agencies with DBE programs.

The Executive Director of CATA will annually set an overall goal or goals as a "level playing field" for the amount of DBE participation that can reasonably be expected in the absence of discrimination. This goal will be based on demonstrable evidence of ready, willing, and able DBEs that are available to participate in government assisted contracts. Affirmative action shall be consistent with sound procurement principles and applicable law.

This Policy Statement will be executed by the Executive Director and the Board Chair of CATA, and then circulated to all Department Directors, and Department Managers within the organization and circulated to contracting organizations, the state offices which administer programs, and DBE organizations. The Executive Director will give public notice of DBE goals, how the goals were determined, and contact information for public comment.

CATA's Purchasing Manager shall be the DBE liaison for CATA and will be responsible for administering the program. The DBE liaison will report to the Assistant Executive Director and shall have direct access to the Executive Director, as necessary. The DBE liaison will work with all directors and department managers to insure the effective functioning of CATA's DBE program.

The efforts and results of the entire staff will be reported to the Board through the Development Report of the Executive Director.

Sam Singh, Board Chair

Sandra L. Draggoo, CEO/Executive Director

Adopted: 2/9/84
Amended: 6/27/84
11/14/84
3/15/89
10/19/05

APPENDIX E

CERTIFICATE REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(To be submitted with each bid or offer exceeding $100,000).

The undersigned Contractor certifies to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions (as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (11/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. § 1601, et seq.).

3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required Certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required Certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____ certifies or affirms to the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

_____Signature of Contractor's Authorized Official

_____Name & Title of Contractor's Authorized Official

_____ Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

APPENDIX F

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.

APPENDIX G

CERTIFICATION OF PRIMARY CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Contractor, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

1. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offense enumerated in paragraph (2) of this certification; and

2. Have not within a three (3) year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or Local) terminated for cause or default.

If the above named Primary Contractor is unable to certify to any of the statements in this certification, the Primary Contractor shall attach an explanation to this certification.

The Primary Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

APPENDIX H

CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUB-CONTRACTORS) REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding $25,000.

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: _____

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 *ET SEQ*. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the Proposer's authorized official:

_____

Authorized signature Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

ATTACHMENTS

Attachment A: Pricing Form

Attachment B: Submittal Checklist Form

Attachment C: Supplier Information Form

Attachment D: Reference Form

Attachment E: CATA Certification Application (English version)

ATTACHMENT A

PRICING FORM

DESCRIPTION	**COST Year 1** Per Application	**COST Year 2** Per Application	**COST Year 3** Per Application	**COST Year 4** Per Application	**COST Year 5** Per Application
Original permanent/temporary/emergency certification --Processed from submitted application and telephone conversations	$	$	$	$	$
Original permanent/temporary/emergency certification --Requiring a face-to-face interview	$	$	$	$	$
Mobility status change	$	$	$	$	$
Application not requiring 100% data entry	$	$	$	$	$
Appeal fee	$	$	$	$	$

This contract shall be a firm fixed price contract. The price shall be inclusive of all associated costs including administrative printing, office lease and all other Contractor costs such as staff time, postage, telephone expenses, etc.

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

ATTACHMENT B

SUBMITTAL CHECKLIST FORM

All forms/certifications below MUST be completed and included when you submit your proposal. Failure to submit the requested documents could result in determining the submission as non-responsive and rejected.

- ☐ Six (6) copies with one (1) electronic copy of the proposal package
- ☐ Cover Letter
- ☐ Signed and completed Certification regarding Lobbying
- ☐ Signed and completed Iran Economic Sanctions Act Certificate
- ☐ Signed and completed Certification of Primary Contractor Regarding Debarment & Suspension
- ☐ Signed and completed Certification of Lower-Tier Participants (Sub-contractors) Regarding Debarment & Suspension
- ☐ Signed and completed Pricing Form
- ☐ Signed and completed Submittal Checklist Form
- ☐ Supplier and completed Supplier Information Form
- ☐ Signed and completed Reference Form
- ☐ Signed and completed Amendment(s) (as issued)

Please Note: This bid package and any amendments are available at www.cata.org. Please continue checking the website for any updates or amendments.

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

ATTACHMENT C

SUPPLIER INFORMATION FORM

Instructions: This form is to be completed and included in the Proposal submittal.
Attach additional pages if required.

CATA RFP No. 2020-106, ADA Paratransit Eligibility Assessment Services

1. Name of firm: _____

2. Address: _____

3. □ **Individual** □ **Partnership** □ **Corporation** □ **Joint Venture**

4. Date organized: _____
State in which incorporated: _____

5. Names of officers or partners:
a. _____
b. _____
c. _____
d. _____

6. How long has your firm been in business under its present name?

7. Have you been terminated or defaulted in the past five years; on any Contract you were awarded? Have you been barred by Federal process or any State? Has your firm ever defaulted on a performance bond?
□ Yes □ No If YES, then attach as **SCHEDULE ONE** the full particulars regarding each occurrence.

8. Attach as **SCHEDULE TWO** a list of three (3) current or previous contracts which demonstrates your technical proficiency, each with contract amount, name and address of contracting party including a contact person and their phone number, character or type of work and percentage of completion.

9. Attach as **SCHEDULE THREE** a list of similar contracts, each with contract amount, name of contracting party including a contact person and their phone number, character or type of work for similar contracts completed in the last five (5) years.

10. Have you ever failed to complete, in the past five (5) years, any contract on which you were selected?
□ Yes □ No If YES, then attach as **SCHEDULE FOUR** the full particulars regarding each occurrence.

11. Have you had any litigation within the previous 5 years involving any current or former projects with clients or government agencies?
□ Yes □ No If YES, then attach as **SCHEDULE FIVE** the findings of any litigation including the status of each case.

The above information is confidential and shall not be divulged to any unauthorized personnel.

The undersigned certifies to the accuracy of all information:

Name and title: _____

Company: _____

Authorized signature Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

ATTACHMENT D

REFERENCE FORM

Provide a minimum of three (3) references for which proposer has delivered goods and/or services similar to the scope as described in the RFP. Please print LEGIBLY. Before adding information below be certain the information given to us is CURRENT and CORRECT.

Reference 1
Company Name:
Complete Address:
Contact Name:
Phone:
Email:
Description of Work:

Reference 2
Company Name:
Complete Address:
Contact Name:
Phone:
Email:
Description of Work:

Reference 3
Company Name:
Complete Address:
Contact Name:
Phone:
Email:
Description of Work:

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

ATTACHMENT E

Spec-Tran ADA Paratransit Application

Spec-Tran provides curb-to-curb public transportation for people who cannot use the fixed-route bus system for some or all of their trips due to a physical or mental disability. This service, operated by the Capital Area Transportation Authority (CATA), is intended only for those trips that the person cannot make on the fixed-route bus system. Completing this application will help determine when and under what circumstances the applicant can use fixed-route bus service and when Spec-Tran paratransit service is needed.

INSTRUCTIONS FOR COMPLETING THIS FORM:

The applicant (or someone assisting them) must complete the entire packet except for the Medical Verification section. A licensed physician or other medical professional must complete and sign the Medical Verification page.

All questions must be answered. Incomplete forms will be returned.

If you need assistance in completing the form, or have any questions about ADA service and eligibility, please feel free to contact

When completed, please return the form to the following agency:

Dear Applicant:

There are two ADA paratransit eligibility standards that apply to Spec-Tran:

1. Your disability prevents you from navigating the fixed-route bus system (i.e. getting on, riding, or getting off the bus) with or without the assistance of another individual. Please note that all CATA fixed-route buses meet ADA accessibility standards and are ramp equipped.

2. Your disability prevents you from traveling to or from a fixed-route bus stop location.

If, after reviewing the above, you feel that you may qualify to use Spec-Tran service based on these standards, please continue with this application. If you do not meet at least one of these criteria, please contact CATA for information on fixed-route bus service at (517) 394-CATA (2282).

There are three types of ADA paratransit eligibility:

1. Unconditional - this eligibility is granted if your disability prevents you from using CATA fixed-route bus service for any trips that you might need to make.
2. Conditional - this eligibility is granted if you can use buses some of the time, but need Spec-Tran service under certain circumstances, such as poor weather conditions.
3. Temporary - this eligibility is granted for individuals with temporary conditions that require Spec-Tran service for less than a year.

The information you provide about your disability is confidential. Completed applications will be processed within 21 days of receipt of your completed application. If you have not heard from us within 21 days, you are eligible to use Spec-Tran until your application is processed and a determination is made.

In some instances, we may need more information from you in order to make a decision. If so, we will contact you to schedule an in-person interview. Applicants will be notified in writing of the approval or denial of eligibility, and in the case of denial, the reason(s) for the decision. In the event that eligibility is denied, information on the appeals process will be included with the written determination.

If we determine that you are eligible for Spec-Tran service, you will receive a Spec-Tran Rider's Guide and an ADA identification card in the mail.

SECTION I

1. Name: _____

2. Address: _____

_____

Please insert facility name if applicable

City:_____**State:**_____**Zip:**_____

3. Telephone number *(best number to reach you): (_____)*_____

4. Email address: _____

5. Date of birth: _____**/**_____**/**_____

6. Gender: ☐ **Male** ☐ **Female**

Please answer the following questions in detail. Specific answers help us determine your eligibility. Incomplete applications will be returned to the applicant.

7. What is the disability that prevents you from using CATA fixed-route service? Fixed-route service is what most people are familiar with – large buses traveling regular routes at scheduled times.

_____

_____

_____

a) Is this condition temporary? ☐ Yes ☐ No

b) If yes, please estimate the date the condition is expected to improve: _____/_____/_____

8. Please answer all of the following questions about your mobility, including while using mobility device:

a) Can you travel from your residence to the curb or roadside without assistance?

☐ Yes ☐ No ☐ Sometimes_____

b) Can you travel one block without the assistance of another person?

☐ Yes ☐ No ☐ Sometimes_____

c) Can you travel ¼ mile (2-4 city blocks) without the assistance of another person?

☐ Yes ☐ No ☐ Sometimes_____

d) Can you travel ¾ mile (6-8 city blocks) without the assistance of another person?

☐ Yes ☐ No ☐ Sometimes_____

e) Can you wait outside without support from another person for 10-20 minutes?

☐ Yes ☐ No ☐ Sometimes_____

f) Can you make your way to a bus stop?

☐ Yes ☐ No – Check all that apply:

☐ I cannot find the stop because I get confused.

☐ I cannot travel to the bus stop without assistance from another person.

☐ I cannot cross the street.

☐ Heavy rain/snow makes it impossible for me to get there.

☐ Other: _____

9. Please answer all of the following questions about your abilities:

a) Are you able to give your address, destination, and phone number upon request if needed?

☐ Yes ☐ No ☐ Sometimes_____

b) Are you able to recognize a destination or landmark?

☐ Yes ☐ No ☐ Sometimes_____

c) Are you able to ask for, understand, and follow directions?

☐ Yes ☐ No ☐ Sometimes_____

d) Do you use a communication aid?

☐ Yes ☐ No If "YES" please specify: _____

10. How does your disability/health condition prevent you from using fixed-route buses? Please be as specific as possible (attach additional information if necessary*).*

_____

_____

_____

_____

11. How do you currently travel to your frequent destinations? (Check *all that apply):*

☐ Drive myself ☐ Someone drives me ☐ CATA fixed-route buses ☐ Taxi

☐ Other (please explain)_____

12. Have you ever used CATA fixed-route buses?

☐ Yes ☐ No – Please explain why not:

_____

_____

13. Are you currently able to use CATA fixed-route buses for any of your transportation needs?

☐ Yes ☐ No ☐ I don't know – Please explain:

_____

_____

14. If provided with the appropriate training and practice, would you be able to use CATA fixed-route bus service?

☐ Yes ☐ No ☐ Sometimes – Please explain:

_____

_____

SECTION II

1. When you travel, do you require the assistance of another person?

☐ Always ☐ Sometimes ☐ Never

2. What type of assistance do you need when traveling (please check all that apply)?

☐ Traveling from the bus to my destination ☐ Communication

☐ Medication/Equipment Assistance ☐ Transferring out of my mobility device

☐ Other: _____

If you require an assistant, that person, referred to as a Personal Care Assistant (PCA), is able to ride paratransit with you at no extra charge. A PCA must get on and off the bus at the same locations as the Spec-Tran customer.

3. Which, if any, of the following mobility aids do you use (please check all that apply)?

☐ Manual Wheelchair ☐ Walker ☐ Cane

☐ Electric Wheelchair ☐ Service Animal ☐ Crutches

☐ Electric Scooter ☐ Oxygen

4. If you use an oversized wheelchair or electric scooter, please provide the following information:

Make/Model_____ Size of device: Length_____ Width_____

Does the total weight of your wheelchair or scooter and yourself exceed 800 pounds?

☐ Yes

☐ No

Note: Spec-Tran will make every attempt to accommodate your mobility device as long as it is safe.

Please list the names of two people that can be contacted in case of an emergency:

Name: _____ Phone:_____

Relationship: _____

Name: _____ Phone: _____

Relationship: _____

Do you require information and material be sent to you in any of the following ways (please check all that apply)?

☐ Large Print Other: _____

Please proceed to Certification Statement and Release of Medical Information Authorization.

Certification Statement and Release of Medical Information Authorization (Applicant)

I understand that the purpose of this evaluation form is to determine if there are times when I cannot use the fixed-route bus service provided by CATA and must use Spec-Tran paratransit service. I understand that the information about my disability contained in this application will be kept confidential and shared only with professionals involved in evaluating my eligibility. I certify that, to the best of my knowledge, the information in this evaluation form is true and correct. I understand that providing false or misleading information could result in my eligibility status being re-examined.

I hereby authorize the professional named on the Medical Verification page to provide the required information to CATA and/or the Disability Network Capital Area (DNCAP). I certify that the information here and on the preceding pages is correct.

If this application has been completed by someone other than the person requesting certification, that person must complete the following:

Name _____
Address _____
City_____State_____Zip_____
Daytime Phone_____

Applicant's signature or authorized representative (required)

_____Date_____

Please mail or fax this COMPLETED application form to:

This ends the portion of the form to be completed by the applicant or his/her representative. The last section (on the following page) must be completed and signed by a licensed physician or other medical professional.

MEDICAL VERIFICATION: must be completed by a licensed physician or other licensed medical professional.

Spec-Tran paratransit service, operated by the Capital Area Transportation Authority (CATA), provides curb-to-curb public transportation for people who are unable to ride a fixed-route bus due to a disability. The applicant who has asked you to review and sign this form is applying to be considered eligible for this service. Spec-Tran paratransit service is intended only for those trips that the person cannot make on the fixed-route bus system.

This application form is intended to determine ***when, and under what circumstances, the applicant can use CATA fixed-route buses and when they require Spec-Tran paratransit service.***

Please carefully review the information provided by the applicant and answer the following questions.

a) Please describe the physical and/or cognitive condition which functionally prevents the applicant from using standard CATA bus service (please note that CATA buses are equipped with wheelchair ramps).

_____

_____

_____

_____

b) To the best of your knowledge, is the information provided by the applicant true and correct?

☐ Yes ☐ No - Note any exceptions below:

_____

_____

_____

Name and Title (Please Print):_____

Signature: _____Date_____/_____/_____

Business Name: _____

Street Address: _____

City / State: _____ Zip Code: _____

Telephone Number: (_____)_____-_____ Fax Number: (_____)_____-_____

PERSONAL CARE ASSISTANT REQUEST FORM

Information requested is for the Spec-Tran rider, not the PCA

NAME_____

ADDRESS (street, city, state, zip code) _____

TELEPHONE NUMBER_____ **DATE OF BIRTH**_____

DISABILITY (Medical Diagnosis**)** _____

_____

MOBILITY DEVICES (Wheelchair, Walker, Cane, Service Animal, Oxygen, etc.**).**

_____

REQUEST FOR PERSONAL CARE ASSISTANT (When would you need the assistance of a Personal Care Assistant?**)** _____

_____

What types of duties does this person provide for you? _____

_____

Is your Personal Care Assistant needed on all trips, or only on certain trips?

Please Explain_____

If further information is needed to process your request, we may need a letter from your physician and/or to schedule a face-to-face meeting.

SIGN_____ **DATE**_____

PHYSICIAN_____ **DATE**_____

Based on your diagnosis is a PCA required? Yes_____ No____