



## Capital Area Transportation Authority

### ADA Lowered-Floor Minivan equipped with Side-Entry Fold-Out ADA Ramp (Up to Fourteen (14) Low Floor Minivans)

### Request for Proposal – Project # 2021-116

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#### SCHEDULE OF ACTIVITIES

RFP Released:	May 27, 2021
Written Questions and <b>Approved Equals</b> Due to CATA:	June 4, 2021 @ 2 P.M. Eastern Time
CATA's Responses to Questions and Approved Equals Released:	June 11, 2021
Number of Proposals and Due Date:	Submit four (4) proposal copy and one (1) electronic ("PDF") copy on CD/DVD or flash drive by 2 P.M. Eastern Time on June 23, 2021.
Anticipated Award Date:	August 2021

**Released on: May 27, 2021**

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# Capital Area Transportation Authority

## ADA LOWERED-FLOOR MINIVAN EQUIPPED WITH SIDE-ENTRY FOLD-OUT ADA RAMP (Up to Fourteen (14) Low Floor Minivans)

### Request for Proposal - Project # 2021-116

#### 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 emailed 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](mailto: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. Dan Hodges  
Director of Maintenance  
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 Project Manager, or her 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.

##### 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 proposed contract will commence upon the date on which it is signed and continue for a period of one (1) year.

## I-F Contract Extension

CATA reserves the right to extend the term of any contract resulting from this RFP as outlined above. Any extension will be in writing and must be mutually agreed to by both CATA and the Primary Contractor.

## I-G Type of Contract

The award of this solicitation will result in a Fixed Price 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 Proposal Requirements

Proposing firms/organizations shall include a detailed proposal. Emphasis should be on completeness and clarity of content. Proposals shall be submitted in binder format with tabs labeled as follows:

### Cover letter

The proposal must include a cover letter which identifies the proposing firm/organization, mailing address, contact person, email address 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.

## Price

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

## Qualifications of firm/organization

The proposal must include the firm's principle qualifications to communicate its ability to successfully complete the scope of work, include firm's length of time in business and include firm's certificate of insurance. The proposal must include the resumes of key individuals from the responding organization to be assigned to CATA.

## References

The proposal lists three (3) company references that will confirm vendor's capability to successfully complete the scope of work within the last five (5) years. Firm is requested to provide a list of contracts that are similar to CATA. CATA reserves the right to contact any or all of the listed references (*See Attachment C*).

## 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. Compliance to the Specifications
2. Price
3. Delivery
4. Experience of the Firm with Similar Projects
5. Completeness and Responsiveness of Proposal to RFP

Overall evaluation of the proposal and the vendor, including with respect to vendor, satisfactory references, legal status and compliance, experience with other projects and procurements, and other matters of concern.

CATA will constitute an ad hoc committee to evaluate all proposals. The firm(s) determined to be the most highly qualified based on the submitted proposal and any oral presentation may be asked to enter final negotiations. If the most qualified firm is unable to consummate agreement with CATA, then the next most qualified firm will be considered for award, and so on.

CATA will evaluate proposal criteria on a best value basis which considers both price and the above technical factors to determine the offer that is most advantageous and presents CATA with the best overall value.

The cost basis for the proposal will be used to evaluate the price proposal. Price will be evaluated in comparison to the above technical factors in the group.

Respondents may be required to update their proposals in writing if clarification or additional information is needed. Inquiries may be made of Respondents concerning their proposals. At any time during this process, CATA reserves the right to re-bid, award, or cancel the project, as CATA determines.

## I-Q Verbal 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](mailto: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.

Agency invoices and subcontractor receipts/invoices should clearly show that no mark-up costs, commissions or sales taxes were incurred. CATA will not pay mark-up or tax on any outside services which are obtained by the Contractor on CATA's behalf. CATA will pay for outside services directly to avoid any mark-up or sales tax.

## SECTION II: STATEMENT OF WORK

### II-A Background

The Capital Area Transportation Authority (CATA) is a public transit authority that operates public transportation bus and paratransit services across metropolitan Lansing, Michigan. CATA's mission-critical employees, such as operators, are considered first responders because transit is designated as an essential service in times of crisis. 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. Founded in 1972, CATA has grown to provide service on 33 routes system-wide to nearly 11.1 million riders during fiscal year 2019.

As the region's public transportation provider, CATA operates four facilities in its service area. Headquartered in south 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 16 CATA routes, Indian Trails intercity bus services, the customer information center, and on-site security.

On MSU's campus, the MSU-CATA Transportation Center (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, intercity, 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 the purchase of up to fourteen (14) low floor vans.

### II-C Scope of Work

Capacity: This minivan shall be capable of carrying in one trip at least three (3) ambulatory adult forward-facing seated passengers and two (2) passengers seated in mobility aids, in addition to the driver. The vehicle is convertible to at least five (6) ambulatory passengers, plus the driver, if optional (2) passenger center fold-away seat is chosen. This minivan shall be made ADA compliant through a modification whereby the vehicle floor area is lowered approximately 13" from the engine toe-pan to the rear axle to meet minimum ADA door opening height requirement (56"). There shall be no modification to any portion of the vehicle roof in meeting the ADA door opening height requirement. A 30" usable clear width manual, 80-degree (nominal) swing-away, fold-up mobility aid ramp is to be mounted vertically and inboard of the curbside passenger sliding door.

Chassis:

- Engine: gasoline 87 Octane/E85 fuel.
- Stereo shall be OEM AM/FM stereo with integrated voice command with Bluetooth and 6 factory installed speakers, Parkview rear back-up camera, Apple Car Play, Google Android Auto, U-Connect 4 with 7" display, and integrated voice command with Bluetooth, or approved equal.
- Transmission: automatic, electronically controlled with overdrive
- Radiator and Cooling system shall be OEM standard, with coolant recovery system; 50-50 mixture of factory specified antifreeze and water.
- The vehicle shall be equipped with 4-wheel disc brakes and a factory Anti-Lock Brake System. Parking Brake: The vehicle shall be equipped with the factory OEM electric park brake and dash warning light.
- The vehicle shall be provided with an OEM tilt steering wheel, speed control, and OEM power steering.
- Wheelbase: The minivan shall have a 121" minimum wheelbase.
- GVWR: The chassis shall offer a minimum GVWR of 6000 lbs. The vehicle as converted shall not exceed the OEM chassis GVWR when fully loaded.

Line Protection: All metal, plastic, and rubber fluid lines beneath the vehicle that are altered or exposed as a result of floor modification shall be secure and reasonably protected from road damage. Any fuel and brake line modification/alteration must be of OEM equivalent material or workmanship. Straightening and re-bending OEM brake or fuel lines is strictly prohibited.

Fuel Tank: Fuel tank shall be OEM with OEM capacity of (19) gallons minimum with cap-less fuel fill (without discriminator). Tank, fuel lines, and hardware must meet all current FMVSS, including FMVSS 301, as well as EPA requirements and must be OEM equivalent in connection types, etc. The use of worm clamps is limited to that of the OEM. Tank shall be calibrated with the OEM dash fuel gauge.

Suspension: Spacers will be added to front and rear OEM suspension to maintain ground clearance and ADA requirements. There must be a minimum of five (5) inches clearance between the break-over angle position of the vehicle exhaust pipe and level ground when loaded to capacity. Vertical damping of the suspension shall be accomplished by OEM shock absorbers that shall maintain their effectiveness for at least standard OEM warranty period without repairs in normal service.

Suspension system components shall be matched and tuned to provide maximum load capacity, ride quality, stability, and desirable steering and handling characteristics. The vehicle shall be tested to FMVSS 126 Electronic Stability Control Test.

Wheels: The minivan shall be equipped with four (4) 17" Stamped Steel wheels with wheel covers, and an OEM 17" inflatable compact spare tire kit (inflatable spare tire kit will be mounted at the OEM location in vehicle sidewall). Tires shall be 235/65R BSW All Season steel belted radials, as provided by the OEM for the chassis specified. Tire changing equipment, as provided by the OEM, shall include a jack of sufficient strength/capacity, and other tools necessary for changing the mounted tires, shall be stored in a compartment/container within the vehicle.

Electrical: Each vehicle shall have a 12-volt electrical charging system as supplied from the OEM. All electrical wiring shall be automotive stranded copper with printed circuit identifiers and be of sufficient gauge to handle the load. All harnesses that are modified or added to the vehicle will be secured to the frame/body at a maximum of two feet intervals with insulated clamps, or adhesive tape, etc. All exposed terminals and wiring shall be protected from the elements using sealed terminals or heat shrink where necessary. Exposed wires will be wrapped or loomed in corrosion/moisture-resistant material.

Two-Way radio power wiring, Lair roof antenna installed and coax cable, USB wiring for computer power. All communication/computer cables must be accessible between the front seats.

Batteries: Vehicle shall be equipped with the OEM 12 volt dual battery system. Battery cables and connectors shall be OEM (650 amp battery with run down protection, and 200 amp auxiliary battery). Must be equipped with a manual weather resistant disconnect switch.

Alternator: Alternator shall be factory installed, heaviest duty available (180 amp minimum).

Front and Rear Heating and Air Conditioning: An OEM heating/defrosting and air conditioning system with vents front and rear shall be provided. All lines and hoses shall be sufficiently fastened, protected, and insulated to ensure against wear from friction and the elements. The lines must be mechanically attached, with OEM or equivalent clamps, to the vehicle structure and must be routed so as not to be exposed to wheel spray. Cold feed lines shall not pass within 2 inches of any part of the exhaust system. Conversion shall not impede access to front and rear air conditioning components.

Interior Lighting: LED lower lighting shall be added at the center row location of the vehicle that provides not less than two foot-candles of illumination at the entrance area. This system shall illuminate automatically when the vehicle front or sliding doors are open. All accessory vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B.

Body Specifications: Conversion of a minivan by modifying the existing sidewalls and floor shall require the construction that maintains OEM structural equivalent. All metal welded components shall be constructed by qualified operators and made corrosion resistant through a commercial primer application or through the use of stainless steel or aluminum material.

Interior Height: Conversion shall provide a minimum clearance of 60" at the vehicle center of the interior roof.

Body Length: Chassis shall not exceed 203.8" in length.

Paint: The basic vehicle factory color shall be OEM standard bright white, with other available OEM factory colors optional upon request.

**Sealant, Rustproofing, and Undercoating:** All exposed floor seams shall be sealed with a industrial grade butyl sealant or equivalent which conforms to ASTM C920. The entire surface of exterior lowered floor shall have a rust inhibiting coating, such as an epoxy primer base, applied to cover all welded areas, and then a fresh application of undercoating over the entire surface. Undercoating shall comply with current Federal and State flammability standards.

**Passenger Doors:** The minivan shall have standard OEM driver and passenger front doors; one manual left side and one manual right OEM side doors extended to floor level, and one OEM rear hatch. The manual left and right-side sliding doors shall be OEM and extended to floor level to provide a minimum entry height of 56". The driver side sliding door shall be equipped with a system that prevents opening of the door when the fuel door is open. The passenger side sliding mobility aid accessible entry door shall be interlocked to the vehicle transmission and offer a minimum opening height of 56", a minimum opening width of 31" (excluding grab handle), and a maximum of 12.5" floor-to-ground height. Door extensions shall be constructed of aluminum to minimize weight while preserving strength and integrity. Both sliding doors shall have a mechanism to securely hold doors in open position when vehicle is on a hill.

**Passenger Door Tracks:** Sliding doors must have reinforced glides with an added stop brace to prevent doors from sliding off track. Door tracks shall be reinforced or strengthened beyond OEM standards as needed in all areas of contact with sliding door arms.

**Sliding Passenger Door Arms/Brackets:** Reinforcement of the sliding door components shall at a minimum be adequate to support the increased weight created by the door extensions. Under normal closure conditions, there should be no evidence of door track flexing or wobbling.

**Door Locks:** Power with child-protection door locks for rear doors.

**Rear Door Emergency Exit:** The rear cargo door shall be provided with a quick release, manual override for opening the door from inside the vehicle. Capable of opening the door even if the door is locked. The vehicles override device shall be spring loaded and mounted on the inside of the rear door to prevent accidental release. A decal shall be provided showing operating instructions.

**Interior Panels:** The basic interior color shall be OEM gray, with gray (upper) and black (lower) ABS form fitted plastic panels. Panel fastening devices shall match the color of the panels. Interior panels shall meet FMVSS 302. The interior shall provide a pleasant atmosphere, be aesthetically pleasing, and contain smooth finishes without any unprotected sharp edges.

**Driver Compartment Covid-19 clear barrier:** The drivers compartment must be equipped with a clear barrier armor shield set. The Exercore product VB4000 - CAS050620F/MINI VAN clear shield kit must be installed, or approved equal.

**Ground Effects:** Flares shall be constructed of black formed TPO (Thermoplastic Olefin) plastic which is durable, impact resistant, and widely used in the automotive industry. In addition, TPO provides the optimum balance of stiffness, cold temperature impact, and low thermal expansion. A molded step shall be incorporated into the driver and passenger front flares to aid entry and egress via the front doors. Beneath the flare's molded step surface shall be a steel support structure capable of supporting 400 lbs. with less than 1/8" deflection, which fastens directly to the vehicle's body structure. The flare's molded step surface shall have a minimum clear horizontal width of 4.5", a minimum length of 26", and utilize an anti-skid material which defines the step surface.

#### Flooring:

**Sub Floor:** The interior floor shall be thermoplastic panels, consisting of a polypropylene honeycomb core with chopped glass reinforced facing on both sides – providing a durable water resistant base with superior strength to weight ratio. The panels provide a smooth surface for flooring attachment and minimize interior noise.

**Floor Covering Material:** 2.2 mm thick commercial grade vinyl transit floor covering shall cover the entire floor surface. Flooring should also possess anti-skid properties (Gerflor Tarabus Sirius or approved equal).

**Floor Assembly:** The lowered floor skin shall be constructed of 20 ga. Aluminized steel. The frame rails shall be made of 14 ga. Aluminized Steel formed channels; the floor shall be reinforced with 16 ga. Aluminized Steel formed channel crossmembers. The floor shall be lowered from the front toe-pan to the rear bench, providing an overall usable flat floor length of 98". The width of the floor shall extend from

side doorsill to side doorsill. Mobility aid restraint tracks and seat locks shall be beveled, with no sharp edges and will protrude no more than ¼" above floor surface.

All Aluminum materials must be corrosion protected and fasteners corrosion resistant.

Seats and Grab Handles: All seats and restraints in the vehicle as specified must comply with current FMVSS standards.

**Front Seats:** The driver seat will be OEM and mounted to the vehicle floor. The OEM front passenger seat shall be equipped to easily lock/unlock from the floor and permit easy roll out for mobility aid access/securement.

**Rear Seat:** The third row 3-passenger bench seat shall be the OEM seat, remounted to be capable of accommodating 3 adult passengers, and is to be covered with OEM upholstery to match the driver and front passenger seats. A manually operated one-piece lighted footrest will be installed for increased comfort of rear bench seat passengers.

**Passenger Restraint:** Restraints shall be furnished for all passengers, consisting of shoulder seatbelts and/or lap belts. Each belt shall be equipped with an automatic retractor. Securement devices, both for ambulatory and mobility aid passengers, shall meet all State and Federal Standards.

**Grab Handles:** Grab handles shall be installed, OEM are acceptable.

Mobility Aid/Occupant Restraint Systems: Each vehicle shall be equipped with one (1) Q-Strait "M" series (or approved equal) forward facing mobility aid securement and occupant restraint system, or approved equal. The system shall utilize flanged "L" continuous track, capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. All attachment hardware and anchorages shall meet or exceed the 30 mph/20 g Impact Test criteria per SAE J2249, 36 CFR Part 1192 and CFR Part 38, and all applicable Federal Motor Vehicle Safety Standards, as amended. Each securement position system shall consist of four (4) adjustable securement strap assemblies that attach to the structural frame of the mobility aid at four separate points and anchor into the track on the vehicle floor at four separate points. Each securement system shall have a corresponding occupant restraint system. The occupant restraint system shall consist of an adjustable lap and a shoulder belt and shall meet all applicable Federal Motor Vehicle Safety Standards.

Mobility Aid Ramp: The vehicle shall be equipped with a manually operated, 80-degree (nominal) swing-away mobility access ramp which stows vertically and folds and unfolds through the passenger side slide door. The ramp swings out to provide unobstructed ambulatory passenger entry/exit. The installed ramp shall not obstruct the view of the driver through any vehicle window. When clock-spring assisted ramp is deployed, it shall provide a minimum usable width of 30" and a slope meeting the requirements of ADA, 49 CFR. The ramp surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the surface greater than ¼" and shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a rated capacity of 1,000 lbs., with a safety factor of at least three (3) based on the ultimate strength of the material. Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off the ramp edge.

Please provide van structure mounting for a manual removable ADA ramp. Please provide a removable ADA ramp.

Control Interlock: The curbside sliding door shall be interlocked with the vehicle transmission to ensure the vehicle cannot be shifted out of park when the curbside slide door is open. Utilizing the OEM Brake Transmission Shift Interlock (BTSI) in conjunction with a door ajar switch located at the passenger side sliding door, that will enable the BTSI when the door becomes ajar.

Exhaust: The exhaust system shall be stainless steel.

Altoona Bus Testing Report: The converted minivan must have been submitted to the Altoona Bus Test Center for a 4 yr./100,000 mile Surface Transportation and Uniform Relocation Assistance Act (STURAA) test. Testing must have been completed on current body style being converted. A copy of the test report shall be made available to the CATA upon request.

The Contractor shall submit a copy of the Altoona test report of this vehicle that was provided by a Modified chassis manufacturer. The vehicle shall be fully tested at the Penn State/Thomas D. Larson Pennsylvania Transportation Institute – the Altoona Research and Testing Center and must certify the following with a copy of the "Altoona Test Report":

Prior to acceptance of first bus, the vehicle must have completed any FTA-required Altoona testing. Any items that required repeated repairs or replacement must undergo the corrective action with supporting test and analysis. A report clearly describing and explaining the failures and corrective actions taken to ensure that any and all such failures will not occur shall be submitted to the Agency.

### DEFAULT

If available, the Altoona Test Report shall be provided to the Agency with the Proposal submittal. If not available, then the report shall be provided prior to first acceptance of bus.

### ALTERNATIVE

#### Altoona Test Report Provided to Agency Prior to Start of Bus Production

Prior to the start of any bus manufacturing or assembly processes, the structure of the proposed bus model shall have undergone appropriate structural testing and/or analysis, including the complete regimen of FTA-required Altoona tests. Prior to assembly of the first bus, the OEM shall provide the Agency with a completed report of Altoona testing for the proposed bus model, along with a plan of corrective action to address deficiencies, breakdowns and other issues identified during Altoona testing. The bus model tested shall match the bus model proposed for procurement, including structure, axles and drivetrain. Base model and partial Altoona test reports are acceptable when the combination of these tests adequately represents the proposed bus model.

FMVSS Standards: Vehicle must comply with all applicable FMVSS standards including, but not limited to, 204, 207, 208, 210, 212, 214, 219 and 301.

ISO 9001:2015: Van converter must be ISO 9001:2015 certified for the design, manufacture and assembly of wheelchair accessible vehicles.

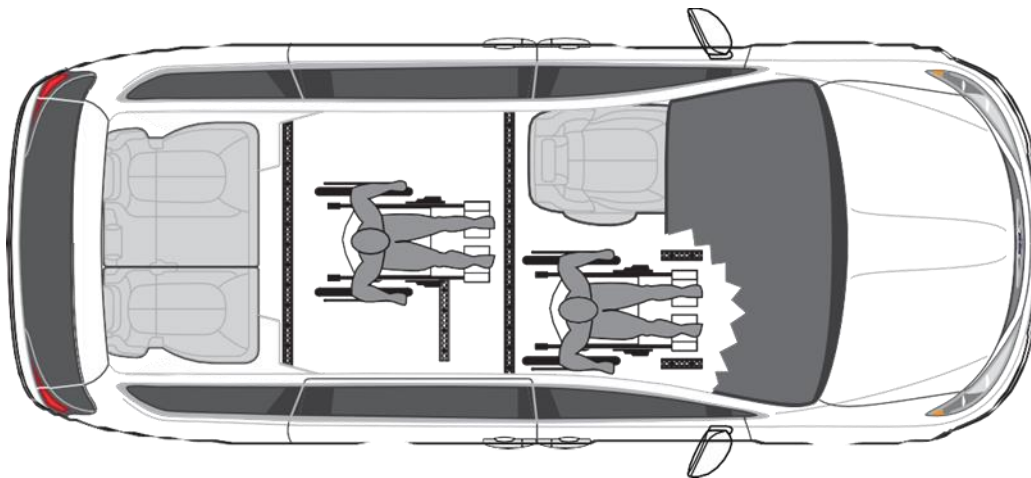
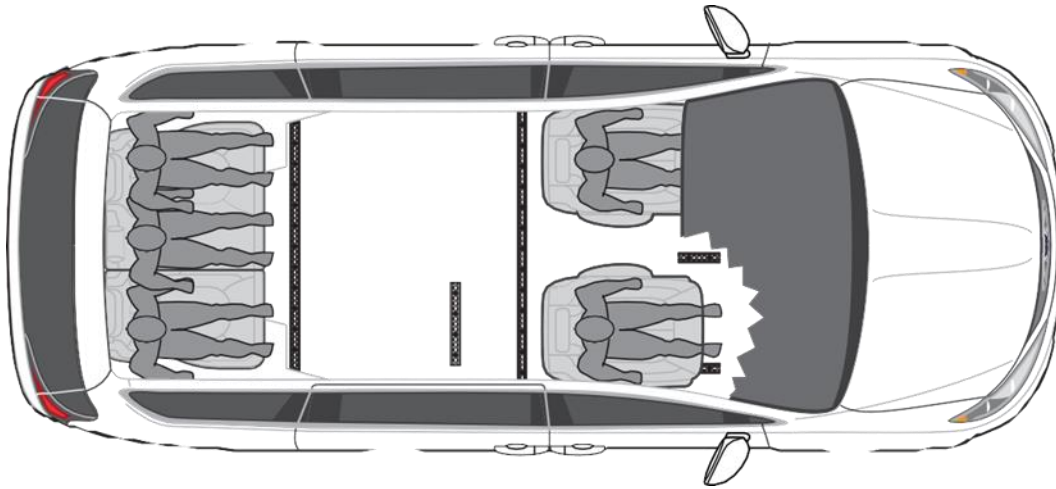
#### Optional Equipment:

- \_\_\_\_\_ 2-passenger fold-away seat for middle seat position - increases ambulatory capacity to five (6) passengers plus driver.
- \_\_\_\_\_ Q-Straint (or approved equal) QRT 360 restraints and retaining box vs standard (each), or approved equal.
- \_\_\_\_\_ DOT Package (5# Fire Ext., 10 Unit F.A.K., Triangle Flare Kit, Body Fluid Clean-up Kit) mounted.
- \_\_\_\_\_ All Vinyl seats

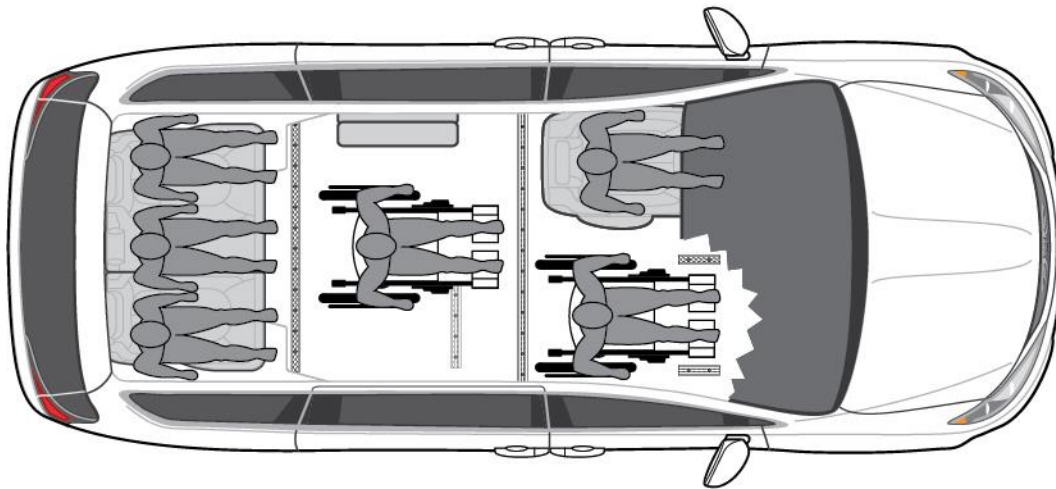
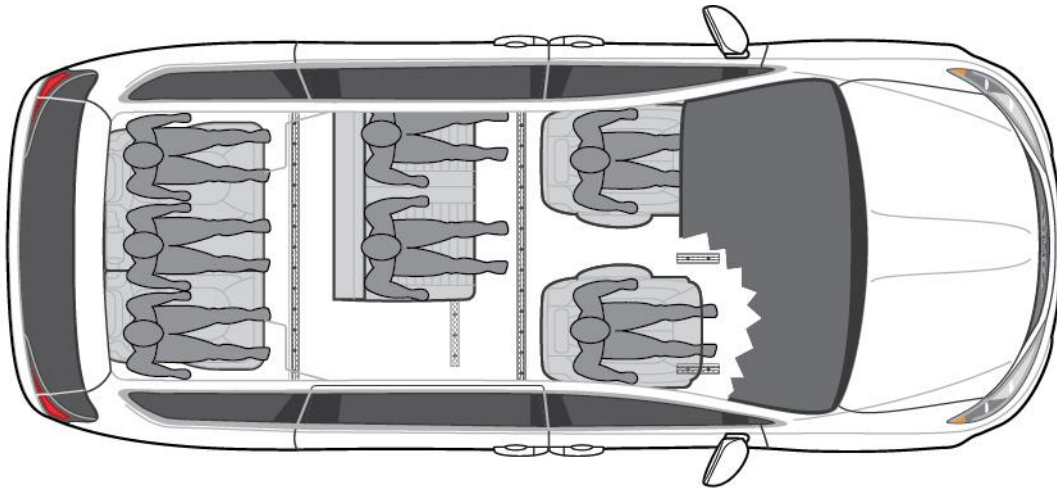
#### APPROVED EQUAL REQUESTS:

All requests for approved equals must be received in writing using the request for approved equal form (See *Attachment E*); this form must be used for the approved equal requested items. Each request shall constitute a separate page, and one file/email shall be submitted to CATA with all of the requests.

Base Model Floor Plan



Base Model Floor Plan with Optional Center Foldaway Seat



## 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](http://www.fta.dot.gov).

The website address of the Michigan Department of Transportation is [www.michigan.gov/mdot](http://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](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 data 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](http://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 I: Certification of Compliance with Requirement
- Appendix J: Federal Certifications / Buy America Certification
- Appendix K: Federal Motor Vehicle Safety Standards
- Appendix L: DBE Approval Certification
- Appendix M: Pre-Award and Post-Delivery Audit Requirements

## 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 reprocurring 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 may result in the termination of this Contract or such other remedy as CATA deems appropriate, which may include, but is not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages and/or disqualifying the Contractor from future bidding as non-responsible.
- (b) Contractor 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 Governmentwide 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](http://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. Contractor agrees to comply with 49 U.S.C. 5323(j) and FTA's Buy America Regulations in 49 CFR Part 661. These require that iron, steel, and manufactured products used in FTA funded projects be produced in the United States, with specific provisions that apply to rolling stock procurements, unless a waiver has been granted by FTA or the product is subject to a general waiver. The continued accuracy of the certificate, attached as Appendix C, entitled "Buy America Certification", submitted with Contractor's proposal/bid is a term and condition of this Agreement.
12. CERTIFICATION REGARDING LOBBYING. This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix D), 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.** The Contractor agrees (a) to use privately owned United States Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States Flag commercial vessels; (b) to furnish within twenty (20) working days following the date of loading of shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of the rated, "on-board" commercial ocean bill of lading, in English, for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C., 20590. CATA (through the Contractor in the case of a subcontractor's bill of lading); and (c) to include these requirements in all subcontracts issued pursuant to this contract where the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
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.
26. **BUS TESTING.** Contractor agrees to comply with the Bus Testing Requirements under 49 USC 538 (e) and FTA's implementing regulation at 49 CFR Part 665, to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and provide that report to CATA prior to final acceptance of the first vehicle by CATA.
27. **PRE-AWARD/POST-DELIVERY AUDIT.** Contractor agrees to comply with 48 USC Section 5323 (m) and FTA's implementing regulation at 49 CFR Part 663. Contractor shall comply with the Buy America Certifications submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery audit performed pursuant to 49 CFR Part 663 and related FTA guidance.

## 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;
3. 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
4. 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: \_\_\_\_\_

## 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**

## APPENDIX I

### Certificate of Compliance with Requirement

The undersigned certifies that the vehicle offered in this procurement complies and will, when delivered, comply with 49 USC § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an "X."

1. \_\_\_\_\_ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on \_\_\_\_\_ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.
  
2. \_\_\_\_\_ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
  
3. \_\_\_\_\_ The vehicle is a new model and will be tested and the results will be submitted to the Agency prior to acceptance of the first bus.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Company name: \_\_\_\_\_

Name and title of the Proposer's authorized official:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

## APPENDIX J

### BUY AMERICA CERTIFICATION

#### BUSES, ROLLING STOCK, AND ASSOCIATED EQUIPMENT, SEE 49 CFR 661.3

This procurement is subject to federal "Buy America" Requirements set forth in 49 U.S.C. 5323(j) and in Federal Transit Administration ("FTA") regulations at 49 CFR Part 661, which require that steel, iron, and manufactured products used in FTA-funded procurements be produced in the United States. Special requirements apply to rolling stock, as defined in the regulations. See 49 U.S.C. 5323(j)(2)(C), 49 CFR 661.11. In some cases, the requirement may be waived (49 CFR 661.7).

The "Buy America" Certificate below **must** be completed and submitted with your bid/proposal. A bid/proposal which does not include the Certificate or where both certificates are signed will be considered non-responsive.

**\*\*PLEASE SIGN ONLY ONE OF THE TWO CERTIFICATES BELOW \*\***

<p>CERTIFICATE ONE:</p> <p style="text-align: center;">BUY AMERICA CERTIFICATE</p> <p>The bidder hereby certifies that it <u><b>WILL</b></u> comply with the requirements of 49 U.S.C. 5323(j) and applicable regulations in 49 CFR 661.11.</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--

<p>CERTIFICATE TWO:</p> <p style="text-align: center;">BUY AMERICA CERTIFICATE</p> <p>The bidder hereby certifies that it <u><b>CANNOT</b></u> comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the regulations in 49 CFR 661.7.</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

## APPENDIX K

### Federal Motor Vehicle Safety Standards

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Company name: \_\_\_\_\_

Name of signer: \_\_\_\_\_

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

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

## APPENDIX L

### DBE Approval Certification

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

**Name and title of the Proposer's authorized official:**

---

Authorized signature

Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

## APPENDIX M

### Pre-Award and Post-Delivery Audit Requirements

The Contractor agrees to comply with 49 USC § 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

1. **Buy America requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the recommended Bidder/Proposer certifies compliance with Buy America, it shall submit documentation that lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2. **Solicitation specification requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3. **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit (1) manufacturer's FMVSS self-certification, Federal Motor Vehicle Safety Standards, that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

#### PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION

As required by 49 CFR part 663 – Subpart B, \_\_\_\_\_ (the recipient) is satisfied that the vehicles to be purchased, \_\_\_\_\_ (number and description of vehicles) from \_\_\_\_\_ (the manufacturer), meet the requirements of 49 U.S.C. 5232(j), as amended. The recipient  or its appointed auditor  (the auditor – not the manufacturer or its agent) has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the vehicles identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the vehicles, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

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

Recipient Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Vendor: \_\_\_\_\_

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by 49 CFR part 663 – Subpart B, \_\_\_\_\_ (the recipient) certifies that the vehicles to be purchased, \_\_\_\_\_ (number and description of vehicles) from \_\_\_\_\_ (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meet the specifications set forth in the solicitation.

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

Recipient Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Vendor: \_\_\_\_\_

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by 49 CFR, Part 663 – Subpart D, \_\_\_\_\_ (the recipient) certifies that it received, at the pre-award stage, a copy of \_\_\_\_\_'s (the manufacturer) self-certification information stating that the vehicles \_\_\_\_\_ (number and description of vehicles) will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

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

Recipient Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Vendor: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

## **ATTACHMENTS**

Attachment A: Submittal Checklist Form

Attachment B: Supplier Information Form

Attachment C: Reference Form

Attachment D: Pricing Form

Attachment E: Approved Equal Form

Attachment F: DBE Participation Form

## ATTACHMENT A

### 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.**

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- Four (4) 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 Certificate of Compliance with Requirement
- Signed and completed Buy America Certification
- Signed and completed Federal Motor Vehicle Safety Standards
- Signed and completed DBE Approval Certification
- Signed and completed Pre-Award Audit Requirements (including required documents)
- Signed and completed Submittal Checklist Form
- Signed and completed Supplier Information Form
- Signed and completed Reference Form
- Signed and completed Pricing Form
- Signed and completed DBE Participation Form
- Altoona Test Report
- Certificate of Insurance
- Signed and completed Amendment(s) (as issued)

**Please Note:** This bid package and any amendments are available at [www.cata.org](http://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 B

### SUPPLIER INFORMATION FORM

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

CATA RFP No. 2021-116, ADA Lowered-Floor Minivan equipped with Side-Entry Fold-Out ADA Ramp

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 C****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.

<b>Reference 1</b>
Company Name:
Complete Address:
Contact Name and Title:
Phone:
Email:
Contract Amount::
Percentage of Completion:
Description of Work:

<b>Reference 2</b>
Company Name:
Complete Address:
Contact Name and Title:
Phone:
Email:
Contract Amount::
Percentage of Completion:
Description of Work:

<b>Reference 3</b>
Company Name:
Complete Address:
Contact Name and Title:
Phone:
Email:
Contract Amount::
Percentage of Completion:
Description of Work:

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

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

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

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

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

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

## ATTACHMENT D

### PRICING FORM

<b>Cost Per Vehicle</b>	\$
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<b>Vehicle Options</b>	
2-passenger fold-away seat for middle seat position - increases ambulatory capacity to five (6) passengers plus driver.	\$
Q-Straint (or approved equal) QRT 360 restraints and retaining box vs standard (each), or approved equal.	\$
DOT Package (5# Fire Ext., 10 Unit F.A.K., Triangle Flare Kit, Body Fluid Clean-up Kit) mounted.	\$
All Vinyl seats	\$
<b>Subtotal:</b>	\$

<b>Grand Total:</b>	\$
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Bidder: \_\_\_\_\_

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

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

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

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

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

# ATTACHMENT E

## REQUEST FOR APPROVED EQUAL(S)

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name. Each request shall constitute a separate page, and one file/email shall be submitted to CATA with all of the requests. Vendors shall submit this form with any relevant product literature in order to demonstrate that the product meets all the bid requirements.

REQUEST #: \_\_\_\_\_

SOLICITATION REF: \_\_\_\_\_

REQUEST FOR CLARIFICATIONS/APPROVED EQUAL DATE: \_\_\_\_\_

COMPANY NAME OF BIDDER: \_\_\_\_\_

CONTACT NAME/TITLE OF BIDDER: \_\_\_\_\_

SECTION: \_\_\_\_\_ PAGE: \_\_\_\_\_

### BIDDERS REQUEST:

Manufacturer Offered: \_\_\_\_\_

Model No./Product: \_\_\_\_\_

Description of product offered for approved equal:

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CATA RESPONSE: APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT F****DBE PARTICIPATION FORM**

INSTRUCTIONS FOR DBE FORM COMPLETION IS ON THE FOLLOWING PAGE

BLANK forms are NOT acceptable. If DBE subcontractor opportunities are available please fill out sections 1 thru 5. If no subcontractor opportunities are available fill out section 6. **SIGNATURES ARE REQUIRED.** Separate forms are required for each DBE subcontractor. This form may be duplicated as necessary.

1. **DBE Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

2. **Dollar amount awarded:** \_\_\_\_\_

3. **Description of work to be performed:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. CONTRACTOR'S COMMITMENT TO USE DBE FIRM**

\_\_\_\_\_, is committed to utilize the DBE contractor to utilize the above named  
(Name of Contractor) DBE subcontractor/supplier in the manner and amount described on this  
form.

Dated \_\_\_\_\_

\_\_\_\_\_ (Authorized Signature)

**5. DBE'S COMMITMENT TO PARTICIPATE**

\_\_\_\_\_, as a DBE firm, is committed to perform the work as described  
(Name of subcontractor/supplier) above for the amount specified.

Dated \_\_\_\_\_

\_\_\_\_\_ (Authorized Signature)

**6. NO SUBCONTRACT OPPORTUNITIES AVAILABLE**

\_\_\_\_\_, has no subcontractor opportunities available for work to be performed.  
(Name of subcontractor/supplier)

Dated \_\_\_\_\_

\_\_\_\_\_ (Authorized Signature)

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

**DBE PARTICIPATION FORM - INSTRUCTIONS**

1. **DBE Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Sub-contractor name and address

2. **Dollar amount awarded:** \_\_\_\_\_

Amount awarded to Sub contractor

3. **Description of work to be performed:** \_\_\_\_\_

Work description

4. **CONTRACTOR'S COMMITMENT TO USE DBE FIRM**

Prime contractor fills out

\_\_\_\_\_, is committed to utilize the DBE contractor to utilize the above named DBE subcontractor/supplier in the manner and amount described on this form.

Dated \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

5. **DBE'S COMMITMENT TO PARTICIPATE**

Sub-contractor fills out

\_\_\_\_\_, as a DBE firm, is committed to perform the work as described above for the amount specified.

(Name of subcontractor/supplier)

Dated \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

6. **NO SUBCONTRACT OPPORTUNITIES AVAILABLE.**

Prime contractor fills out

\_\_\_\_\_, has no subcontractor opportunities available for work to be performed

(Name of subcontractor/supplier)

Dated \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)