



Capital Area Transportation Authority

TRANSIT ADVERTISING SALES & MANAGEMENT SERVICES

Request for Proposal – Project # 2021-117

SCHEDULE OF ACTIVITIES

RFP Released:	June 28, 2021
Written Questions Due to CATA:	July 6, 2021 @ 2:00 P.M., Eastern Time
CATA's Responses to Questions Released:	July 13, 2021
Number of Proposals and Due Date:	Submit five (5) proposal copies and one (1) electronic ("PDF") copy on CD/DVD or flash drive by 2:00 P.M. Eastern Time on July 29, 2021
Oral Interviews	Scheduled the week of August 23, 2021
Anticipated Award Date:	September 2021

Released on: June 28, 2021

TABLE OF CONTENTS

SCHEDULE OF ACTIVITIES.....	1
TABLE OF CONTENTS	2
SECTION I: PROCUREMENT PROCESS.....	3
I-A Issuing Office.....	3
I-B Project Management	3
I-C Project Oversight	3
I-D Incurring Costs	3
I-E Contract Term	3
I-F Contract Extension	4
I-G Type of Contract	4
I-H Questions/Changes to the RFP	4
I-I Pre-Proposal Meeting	4
I-J Proposals	4
I-K Proposal Requirements.....	4
I-L Acceptance of Proposal Content	5
I-M Economy of Presentation	5
I-N Primary Contractor Responsibilities.....	5
I-O Other Duties Assigned by CATA	6
I-P Selection Criteria	6
I-Q Oral Presentation	7
I-R Independent Price Determination	7
I-S Pricing and Payment.....	7
SECTION II: STATEMENT OF WORK.....	9
II-A Background	9
II-B Objectives.....	9
II-C Scope of Work	9
SECTION III: COMPLIANCE REQUIREMENTS	17
III-A FTA and MDOT Required Clauses	17
III-B Disadvantaged Business Enterprises	17
III-C Compliance with Laws.....	17
III-D Ownership	17
III-E News Releases.....	17
III-F Audit and Inspection of Records.....	18
III-G Complaints or Protests	18
III-H Contractual Terms and Conditions	18
APPENDICES.....	19
ATTACHMENTS.....	35

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SECTION I: PROCUREMENT PROCESS

I-A Issuing Office

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

All communications regarding this project during the procurement process must be 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

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.

Ms. Lolo Robison
Director of Marketing & Customer Experience/PIO
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 initial term of the contract will be for a one-year pilot period. The term of the proposed contract will commence on the date of the executed contract. At its discretion, CATA may opt to renew the contract for two (2) additional two-year (2-year) extensions.

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

CATA reserves the right to award without scheduling a pre-proposal meeting, or providing a short-list of Contractors or hold short-list interviews or presentations.

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 that 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.

Financial Proposal

Specific information regarding the Proposer's financial proposal shall be submitted and shall include:

1. Describe the proposed financial guarantee for the duration of the Agreement.
2. Describe the proposed distribution of proceeds from advertising sales. Describe what expenses would be deducted from gross revenues and what expenses would be the sole responsibility of CATA or the Contractor.
3. Furnish a copy of the proposed rate structure for all proposed inventory and revenue types.
4. Each proposer shall clearly state a payment proposal/revenue share for CATA. This shall include:
 - Minimum guaranteed payment for compensation to CATA for each year of the initial proposed contract period of five (5) years.
 - Percentage rate on sales revenue to be paid to CATA. Specifying the basis on which the percentage rate will be applied (gross or net revenue and, if net, what expenses are deducted to determine net revenue).
 - Estimated compensation structures must be outlined for CATA with corresponding rationale. Proposers must submit a table showing gross revenue, expenses, minimum annual guarantee and their calculation of the net revenue, broken down by advertising type, anticipated to be paid to CATA during the five years: one year, plus two optional two-year timeframes of the agreement.

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 that is not necessarily the low bidder.

1. Ability of the respondent to provide all aspects of the statement of work.
 - Please provide three (3) distinct work samples from existing clients, demonstrating: 1) a high degree of creativity and visual appeal; 2) effective implementation and overall work quality; and 3) post-campaign analytical assessment.
 - Description of agency's quality-control processes – over and above the transit system's internal ad review and approval process – to ensure adherence to policy, accuracy and quality work output.
 - Respondent to discuss the process for resolving client concerns.
 - Respondent to submit sample reports for transit client, showing how sales are tracked, calendared and communicated with advertising client (e.g., confirmation form, schedule, etc.).
 - The business's legal name, address, telephone number and email address of those assigned to project are included in the proposal.
2. Overall project experience.
 - Respondent demonstrates exemplary advertising sales and management experience, with respect to achieving client's advertising sales goals, creativity, production quality, implementation and analysis.
 - Respondent demonstrates competitiveness of committed percentage of gross operating revenue and/or profit-sharing percentage to be paid to CATA.
3. Price/cost/revenue
 - Respondent demonstrates a high degree of competition with respect to: 1) mitigating any transit-agency costs; 2) maximizing profit-sharing; and 3) ensuring cost effectiveness in pricing ads for sale to our advertising clients.
 - The pricing form shall include all proposed pricing for services provided to transit agency and advertising clients.
 - The pricing/cost/revenue form is completed accurately (if applicable).
4. Experience of the Firm with Similar Projects/Clients.
 - The proposal shall list three (3) company references that illustrate the respondent's past record of performance with similar projects.
 - The proposal must demonstrate relevant experience and expertise as stated in the statement of work.
 - Include a detailed description of the company's work-flow process with advertising clients and transit system personnel, explaining how clients are targeted and solicited, and detailing the work-flow process from point of intake to point of execution.
 - Include a list/description of the primary agency and subcontractor's key personnel who will be assigned to complete tasks for each aspect of the contract, including their qualifications and experience, preferably in resume format.
5. Completeness and Responsiveness of Proposal to RFP.
 - The respondent has met all submittal requirements.
 - The proposal is thorough, visually appealing and easily understandable.
 - The agency's certificate of insurance.

CATA will form 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 Oral Presentation

Respondents may be required to make oral presentations of their proposals. These presentations provide an opportunity for the respondent to clarify the proposals through mutual discussion. These discussions will be held via Zoom, and a link will be sent at a later date. This is not a time to simply review the contents of the proposal but to present to CATA your approach to this project and the uniqueness of the respondent's team in meeting the requirements of this RFP. Key members of the respondent's project team, including a representative from each subcontractor, must be part of the presentation. A maximum of 30 minutes will be allowed for each presentation, followed by 30 minutes for questions and answers (timing and duration to be determined by CATA).

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, without penalty, an invoice that is incomplete.

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

CATA
Attn: Accounts Payable
4615 Tranter Street
Lansing, MI 48910
Email: payables@cata.org

The invoice must contain the following information:

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

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

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 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 service 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.

II-B Objectives

The Capital Area Transportation Authority (CATA) seeks proposals from qualified, experienced, professional agencies for the purpose of selecting an exclusive contractor to manage the sale of commercial electronic and/or print advertising in and on CATA buses and vans, and in and on CATA facilities, properties and other assets owned or operated by CATA in a manner which is consistent with CATA policy.

II-C Scope of Work

Introduction

Contractor will sell to commercial advertisers and maintain interior and exterior display sign advertising space on specified CATA vehicles and/or properties and other assets yet to be determined, including full and partial route takeovers, route naming rights; full and partial vehicle wraps; king and queen Kongs; king, queen and tail panels; and interior cards. Contractor is also highly encouraged to propose environmentally friendly advertising and digital signage placements on buses, in CATA's facilities and structures, and other advertising opportunities. However, CATA must approve and retains final authority regarding all advertisement applications proposed by Contractor including the style and manner of presentation, prior to the placement of any advertisement. Contractor must follow CATA's application process outlined in CATA Board Policy No. 205, (*See Attachment D*).

Contractor will pay CATA a percentage of its gross operating revenue and/or a profit-sharing percentage. In accordance with CATA Board Policy No. 205 – Display of Items on CATA Property and Vehicles, attached hereto as Addendum A, Contractor will administer all allowable and approved forms of advertising as well as all aspects of design, development, production, installation, maintenance and removal of advertisements.

Contractor bears full responsibility for the comprehensive management of necessary and desired components and provisions of this advertising program.

CATA desires a mutually beneficial and strategic advertising partnership with a contractor whose role will offer options to diversify and grow the Authority's advertising offerings and revenues for the duration of the agreement. Contractor will also propose new advertising opportunities that increase revenue and support the advancement of public transit in CATA's service area.

Proposers are encouraged to submit proven, creative and executable transit advertising methodologies and media, regardless of whether they are specifically mentioned or defined in this scope.

Purpose

This contract shall establish for CATA a comprehensive transit advertising sales and management program, which complies with CATA Board Policy No. 205 and provides CATA with means of maintaining a professional commercial-only advertising environment that maximizes revenues for CATA and minimizes interference or disruption with the operation of its transportation system.

General requirements for this Request for Proposal are determined by CATA’s governing Board of Directors, whose members represent the interests of the Authority and their respective jurisdictions and affiliations, in alignment with CATA’s mission, vision, values and goals.

This request is an opportunity for respondents to demonstrate how their firms propose to meet CATA’s advertising goals, policies and requirements.

Market Area and Growth Opportunities

According to the U.S. Census Bureau’s Quick Facts, Ingham County is Michigan’s 56th-largest county by area, covering an expanse of 556 square miles. Its estimated 2019 population was 292,406. Of those, 142,230 (48.6 percent) are male; 150,176 (51.4 percent) are female. The following age groups are represented:

Age	Estimated Population	Percent
Under 5 years	16,066	5.5%
5 to 9 years	15,706	5.4%
10 to 14 years	16,000	5.5%
15 to 19 years	30,263	10.3%
20 to 24 years	34,766	11.9%
25 to 34 years	41,508	14.2%
35 to 44 years	34,268	11.7%
45 to 54 years	29,995	10.3%
55 to 59 years	15,687	5.4%
60 to 64 years	17,700	6.1%
65 to 74 years	24,701	8.4%
75 to 84 years	11,486	3.9%
85 years and over	4,260	1.5%

Individuals between 25 to 34 years of age represent 14.2 percent (41,508) of the population; those between 20 and 24 years of age represent 11.9 percent of the population; 35 to 44 year olds represent 10.3 percent of the population; and 15 to 19 year olds make up 10.3 percent of the population. Most residents work, shop, seek medical treatment and business within CATA’s service area, as well as its surrounding counties.

Race	Estimated Population	Percent
Total population	292,406	100.0%
One race	279,634	4.4%
One race	279,634	95.6%
White	218,215	74.6%
Black or African American	36,629	12.5%
American Indian and Alaska Native	2,002	0.7%
Asian	20,590	7.0%
Native Hawaiian and Other Pacific Islander	0	0.0%
Some other race	2,198	0.8%
Two or more races	12,772	4.4%
White and Black or African American	7,336	2.5%
White and American Indian and Alaska Native	1,229	0.4%
White and Asian	1,883	0.6%
Black, African American, American Indian and Alaska Native	442	0.2%

Race – alone or in combination with one or more other races

Total population	292,406	
White	229,981	78.7%

Black or African American	45,199	15.5%
American Indian and Alaska Native	3,856	1.3%
Asian	23,200	7.9%
Native Hawaiian and Other Pacific Islander	419	0.1%
Some other race	3,145	1.1%

Hispanic or Latino and Race

Total population	292,406	
Hispanic or Latino (of any race)	23,381	8.0%
Mexican	16,529	5.7%
Puerto Rican	2,265	0.8%
Cuban	1,875	0.6%
Other Hispanic or Latino	2,712	0.9%
Not Hispanic or Latino	269,025	92.0%
White alone	201,927	69.1%
Black or African American alone	33,810	11.6%
American Indian and Alaska Native alone	1,933	0.7%
Asian alone	20,568	7.0%
Native Hawaiian and Other Pacific Islander alone	175	0.0%
Some other race alone	251	0.1%
Two or more races	10,536	3.6%
Two races including some other race	285	0.1%
Two races, excluding some other race, and three or more races	10,251	3.5%

Census data also indicates that Eaton County is the 37th-largest county in Michigan. Its 2020 population was estimated at 109,456. Clinton County covers 566.3 square miles and is Michigan's 44th-largest county. Its estimated 2020 population was 78,389. The three counties' combined population is 478,432 – the region is referred to as the tri county region.

CATA is currently in discussions with transit leaders in Eaton and Clinton counties regarding opportunities to regionalize our mobility services throughout the tri county region.

Fleet

As of February 5, 2021, CATA owns and operates the following vehicles:

Large Buses

62	40-foot New Flyer buses
2	35-foot Gillig buses – dedicated to Grab & Go Express (Route 17)
19	40-foot Nova buses
12	40-foot Nova buses due to arrive February 2021
5	60-foot New Flyer buses
4	60-foot Nova buses
3	60-foot Nova buses due to arrive February 2021
107	TOTAL LARGE BUSES

Medium Buses

1	30-foot Gillig – dedicated to Shopping Bus
1	TOTAL MEDIUM BUS

Small Buses

36	26-foot Ford E-450 – directly operated by CATA
20	26-foot E-450 – operated under contract by Transdev
56	TOTAL SMALL BUSES

Minivans

52	16.9-foot Dodge Grand Caravan – operated under contract by Transdev
52	TOTAL MINIVANS

Shelter Ownership and Rights of Way

CATA does not currently offer advertising sales on any facilities, bus shelters, benches or digital signage, but has begun preliminary research and discussions with various municipalities for this purpose. At a later date, CATA may be interested in a contractor who can assist with the expansion of its advertising program to include such opportunities under amended contract, but this is not part of this Request for Proposals.

Program Requirements and Conditions

CATA seeks a contractor to creatively and strategically support existing (in-house) and propose new advertising opportunities that meet CATA's policies and goals of increasing and maximizing revenue while minimizing interference or disruption with the operation of its transportation system.

Requirements and conditions for program management, and the sale of advertising space include, but are not limited to, the following:

1. Exclusive Contractor

Proposer will act as CATA's exclusive contractor for the sale and management of advertising space in and on its properties and vehicles. Contractor will solicit and procure permissible advertisers under CATA Board Policy No. 205 for available advertising space on CATA's transit assets and other properties.

2. Contractor Access to Facilities; Conduct and Compliance with Policies

Contractor shall have access to CATA's vehicles and facilities during reasonable hours, to be negotiated between Contractor and CATA. Contractor's employees must schedule or arrange access to CATA property and facilities with CATA's designated personnel. Work by Contractor shall not disrupt, impede or interfere with CATA's normal operations. Contractor maintains full accountability for ensuring that its employees and subcontractors assigned to work on CATA property comply with the following:

- Personnel shall access CATA vehicles only for the purpose of performing services in connection with the contract;
- Personnel will abide by all applicable federal, state and local laws, statutes, rules and regulations at all times while working on CATA property or at CATA facilities.
- Personnel must notify CATA's designated personnel immediately upon arrival on CATA property;
- Personnel shall obey all posted speed limit signs, directional arrows and other regulatory signs while on CATA property;
- Personnel are prohibited from possessing or being under the influence of alcohol, drugs or any illegal substances at all times while working on CATA property or at CATA facilities. Use of tobacco products is limited to CATA's designated smoking areas; and
- Personnel are prohibited from possessing any weapons while on CATA property.

3. Sign Posting and Removal

Contractor will be responsible for posting and removing all advertising in a timely fashion in accordance with the terms of each advertising sales contract. **Any dated materials must be removed at the conclusion of the contract period. Contractor will remove all expired advertisements from CATA properties in a timely manner, not to exceed thirty (30) days from the date of expiration found on materials. Seasonal advertisements must be removed no later than thirty (30) days beyond the date of the next season's beginning.** No vehicle may be removed from service for the purpose of installing or removing advertising material. CATA will not be responsible for posting advertising material or removing outdated advertising material.

4. Work Area and Sign Storage Rack

CATA will furnish a work area and rack to Contractor at no charge to store permissible advertising material for CATA vehicles and/or property in CATA's Maintenance facility. Contractor will be responsible for keeping the area clean and the storage rack neat and orderly.

5. Advertising Rates & Rate Review

Any proposed rate changes by Contractor for the duration of the contract with CATA must be submitted in writing to CATA 60 days prior to implementation. CATA reserves the right to reject any such rate change, within its sole discretion.

6. Advertising Policies

Contractor will consistently maintain and share with potential advertisers CATA's advertising policy(ies) pertaining to what does and does not constitute permissible advertisement. Advertisements must comply with CATA's advertising policy currently contained in CATA Board Policy No. 205. CATA must approve and retains final authority regarding all advertisement applications proposed by Contractor including the style and manner of presentation, prior to the placement of any Advertisement. Contractor must follow CATA's application process for any advertising sought as outlined in CATA Board Policy No. 205.

7. Targeting Coverage

CATA does not currently offer geographic-based digital, vehicular advertising. Geographic-based digital, vehicular advertising may be permitted by CATA if hardware is added in the future.

Contractor is advised that advertising cannot be specified to any specific route or portions of routes. Other physical, geographic-based, vehicular advertising will not be permitted. CATA's fleet is not assigned on a route-specific basis. Rather, buses are assigned daily based on a variety of considerations, and vehicle assignment to display specific advertisements in specific geographic areas cannot be permitted or accommodated.

8. Accidental Damage

CATA will not be responsible for accidental damage caused to advertising during operation or maintenance of a CATA vehicle. CATA will notify Contractor of any accident, incident, or mechanical repairs that necessitate the removal of a vehicle from service for more than seven (7) days.

9. Sales Organization

Contractor shall provide and maintain a national sales capability.

10. Advertising Rights Retained by CATA

CATA retains the right to advertise on a to-be-determined percentage of total available property for the purpose of self-promotion and/or media trade. This percentage will be negotiated in advance between Contractor and CATA. CATA will be responsible for any design, production, installation and removal costs associated with self-promotion advertising at reduced, predetermined rates, agreed to by Contractor.

11. Unsold Space – Defined

"Unsold space" shall be defined as any space not needed for any calendar month to fill advertising orders, which have or will be paid to CATA for use of space.

12. Advertising Space – Defined

"Advertising space" refers to the specific designated locations on or in CATA-owned vehicles, property or assets identified by both the contractor and CATA as available to be sold.

13. Advertising Contracts

All advertising space sold by contractor shall be in accordance with contracts approved and executed by CATA and CATA policies. Contractor will provide copies of all advertising contracts upon request, as well as via monthly reporting.

14. Advertising Maintenance

Contractor will be responsible for the maintenance, repair, rotation and updating of all advertising displays. For physical advertising space, this work will be performed only at facilities owned by CATA. For digital advertising space, when possible, work will be performed by contractor at a location of its choosing. Contractor must maintain all display advertising so as to ensure its neat and professional appearance, and promptly remove all advertising that is worn or otherwise unsightly in appearance. All advertising shall be printed and displayed in a neat, professional manner. CATA reserves the right to require contractor to promptly remove and replace, at contractor's expense, any advertising which, in the opinion of CATA, has become unsightly in appearance or which might cause unsafe driving conditions.

All advertising materials displayed on CATA's designated property must be of a quality so as to maintain an attractive, professional appearance and to withstand the elements and general asset maintenance (e.g., daily bus-wash cleanings, etc.).

The timely installation and removal of bus interior and exterior advertising material shall be performed onsite at a designated indoor area at CATA's Bus Storage or Maintenance facility. Prior to fixed-route bus-wrap installations, CATA will run vehicles through the bus wash and remove all lights and fixtures. The selected contractor will be responsible for any additional preparation required for installation or removal. Contractor is to schedule installation and removal of ads in advance with CATA.

Contractor is responsible for damage to any CATA vehicle that occurs during the installation or removal of advertising wraps and/or signage.

Contractor is to restore artwork, production and painting of vehicles and other assets used in the advertising program at the end of each ad campaign contract, including placement of reflective vinyl fleet numbers and safety signage over any vinyl wrap with 3M-reflective material, should these details be covered. CATA shall not incur any costs related to these services. Contractor must furnish all equipment, labor, supervision and any/and all required materials and services.

15. Change in Number of Buses

CATA reserves the right to add to or eliminate vehicles from its inventory without permission from Contractor and without penalty to CATA. CATA also reserves the right to change or modify the physical appearance of its vehicles for safety and/or other reasons without permission or remuneration to Contractor for either reduction in the salable space or the reduction in time of bus availability when vehicles are removed from service for repairs. CATA will be responsible for notifying Contractor within 48 hours of an accident, incident or needed mechanical repair that will necessitate removal of any vehicle from service for longer than seven (7) days.

16. Display Fixture Ownership and Maintenance

CATA reserves the right to add to or eliminate vehicles from its inventory without permission from the contractor and without penalty to CATA. CATA also reserves the right to change or modify the physical appearance of its vehicles for safety and/or other reasons without permission or remuneration to the contractor for either reduction in the salable space or the reduction in time of bus availability when vehicles are removed from service for repairs. CATA will be responsible for notifying Contractor within 48 hours of an accident, incident or necessary mechanical repair that will necessitate removal of any vehicle from service for longer than seven (7) days.

17. Design Assistance

Contractor shall provide to advertisers, as required, advice and assistance regarding advertising design and production to ensure all advertising complies with CATA policies.

18. Bus Wraps

In the event that an advertiser requests of Contractor a bus wrap, Contractor agrees that acceptance of such request will be made jointly by CATA and Contractor. Should both parties agree to provide an ad bus, the following minimum terms shall apply:

- a) All design, production, installation and removal costs will be at the advertiser's expense. This excludes special conditions with trade advertisers. In those cases, each situation will be negotiated separately. If CATA is required to restore a wrapped bus to its original condition, Contractor will be required to pay for the restoration at CATA's prevailing shop rate, plus 48 percent overhead.
- b) The design shall be approved by CATA prior to the initiation of any work to install the bus wrap. Together, Contractor and CATA will create an agreed-upon spec sheet that governs the specs of bus wraps on CATA vehicles.
- c) CATA requires a 3M-certified installer to install 3M-grade material.
- d) With respect to full or partial exterior bus wraps, windows will utilize perforated 3M-grade material suitable for vehicle windows. Contractor shall not install any advertising that interferes with the operation and general maintenance of the bus, e.g., the front curbside door must be free of any wrap materials. All safety messages must be applied on top of the wrap, if not designed into the wrap, etc.
- e) CATA shall permit up to fifty percent (50 percent) of its fleet vehicles to have exterior space sold as full or partial advertising wraps.

19. Safety Requirements

Contractor's personnel and/or any subcontractors must observe all CATA safety requirements.

20. Legal Requirements

Contractor will comply and ensure all its personnel and subcontractors comply with all federal, state and local laws, statutes, ordinances, regulations and other applicable laws, rules and regulations. Contractor will provide a sample of its advertiser contract as part of its proposal.

21. Transition Responsibilities

There will be no transfer of advertising contracts at this time, as CATA has not previously permitted advertising on its buses and vans, or in and on facilities, properties and other assets it owns or operates.

22. Equal Employment Opportunity and DBE/SBE Requirements

CATA is committed to maximizing the utilization of minority-, woman-owned, disadvantaged businesses and small businesses in contract awards. As such, Contractors shall not discriminate based on race, color, religious creed, national origin, ancestry, sex, sexual orientation, physical disability or any other protected class in the performance of this contract. There is not a DBE goal tied to this contract. However, CATA encourages Contractors to seek out and offer qualified DBE/SBE firms an opportunity to bid on sub-contract work, which may arise during the execution of required services tied to this Contract.

23. Sustainable Practices

CATA encourages sustainable business practices in the performance of CATA's contracts. CATA also promotes the recycling of expired advertising materials when possible; the use of eco-friendly materials where available; and the reasonable pricing of the good.

Financial Requirements

1. Records, Audits and Reports

- a) Contractor shall keep true and accurate records of all transactions pertaining to this agreement. Such records shall be subject to audit by CATA or its authorized representatives during any normal business hours at Contractor's office.
- b) All records pertaining to this agreement shall be retained by Contractor for a minimum of three (3) years following the expiration of each contract year.
- c) Copies of all executed agreements shall be furnished by Contractor to CATA along with the monthly guaranteed payment, which is due on or before the tenth (10th) of each calendar month.
- d) For the duration of the contract, Contractor shall be responsible for providing to CATA a monthly revenue-reconciliation report, outlining all revenues earned for each month. This report will be delivered in written form to CATA within ten (10) days of the close of each month. The revenue report will include, but is not limited to the following for all advertising contracts in effect:
 - Information for each vendor/client;
 - Collections for the three-month timeframe by vendor/client;
 - Any past due amounts;
 - Total remaining balances on accounts by vendor/client;
 - Contract expiration dates;
 - Bus number where each piece of advertising is posted; and
 - Potential advertisers whose proposed advertisements were not permitted by policy and were rejected (e.g., advertiser name), along with brief details about why the ad did not qualify (e.g., sale or use of alcohol, tobacco, etc.) and any revenue value, if known;
- e) On or before the tenth (10th) of each month, Contractor shall provide CATA with the following:
 - A monthly report of sales, collections and net receivables; and
 - A current inventory showing advertising installed
- f) At the end of each twelve-month (12-month) period, Contractor will provide to CATA an annual financial summary statement.

2. Payments

Contractor shall send payments to CATA for its share of the advertising profits within thirty (30) days of the end of each month in which advertising collections are received. Payment shall be supported by documentation as to the computation of profits, including revenue and expense data. Additional information related to these payments and their computation shall be furnished by Contractor upon CATA's request. At the end of each twelve-month (12-month) period, Contractor will provide to CATA an annual financial summary statement.

3. Compensation Structure

Contractor shall pay CATA a percentage of gross/net advertising revenue generated, computed against a minimum annual guarantee, whichever is greater, for each year of the contract.

Monthly revenue payments will be totaled at the end of each contract year and compared to the corresponding minimum annual guarantee. In the event of a shortfall, where the annual payments fall below the minimum annual guarantee, Contractor shall provide a payment equal to the shortfall within thirty (30) days of the end of said contract year.

SECTION III: COMPLIANCE REQUIREMENTS

III-A FTA and MDOT Required Clauses

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

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

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

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

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

III-B Disadvantaged Business Enterprises

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

III-C Compliance with Laws

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

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

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

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

III-D Ownership

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

III-E News Releases

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

III-F Audit and Inspection of Records

In the case of all negotiated contracts, and contracts for construction, reconstruction, or improvement of facilities and equipment which were entered into under other than competitive bidding procedures, the contractor agrees that the grantee, the Comptroller General of the United States, or any of their duly authorized representative shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other 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.

III-H Contractual Terms and Conditions

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

APPENDICES

- Appendix A: CATA Standard Terms and Conditions
- Appendix B: Prohibition of Discrimination in State Contracts
- Appendix C: Assurances That Recipients and Contractors Must Make
- Appendix D: Disadvantaged Business Enterprise Policy
- Appendix E: Certificate Regarding Lobbying
- Appendix F: Iran Sanction Certificate
- Appendix G: Certification of Primary Contractor Regarding Debarment, Suspension and other Responsibility Matters
- Appendix H: Certification of Lower-Tier Participants (Sub-contractors) Regarding Debarment, Suspension and other Responsibility Matters

APPENDIX A

CAPITAL AREA TRANSPORTATION AUTHORITY STANDARD TERMS AND CONDITIONS OF PROCUREMENT

- A. THE FOLLOWING TERMS AND CONDITIONS WILL BE A PART OF THE CONTRACT AWARDED.
1. **CHANGES.** CATA, at any time, by a written order, and without notice to the sureties, may make changes within the general scope of this contract, in (a) drawings, designs or specifications where the supplies to be furnished are specifically manufactured for CATA in accordance therewith; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that CATA, if it decides that the facts justify the action, may receive and act upon any such claim if asserted prior to dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 2. **TERMINATION FOR DEFAULT.** CATA, by written notice, may terminate the contract awarded on the basis of this proposal, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of 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, defend, and hold 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 brought by natural persons or entities for labor, materials, supplies, or services provided to the Contractor in connection with the Contractor's performance or non-performance of the contract; and
- (b) From any and all claims brought by natural persons or entities of monetary damage resulting from or alleged to have resulted from Contractor's performance or non-performance of services and/or work under the contract; and
- (c) From any and all claims brought by natural persons or entities 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 performance or non-performance of services and/or work under 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. NO ASSIGNMENT OF CONTRACT. Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.

23. 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. The Contractor shall to indemnify, defend, and hold harmless CATA, the Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and all officers, agents, and employees thereof from any damages, costs, and attorney fees incurred as a result of defective workmanship or material, regardless of whether CATA provides written notice of the defect.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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
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To Contractor:	_____

With a copy to:	_____

29. 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.

30. 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.

31. 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.

32. 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.

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

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

8. MDOT AND FTA TERMS. All contractual provisions that the Michigan Department of Transportation ("MDOT") or the Federal Transit Administration ("FTA"), by law or regulation, require to be included in contracts supported by state or federal financial assistance, including the requirements set forth in FTA Circular 4220.1F, as updated and amended, and the Master Agreement between CATA and FTA as it may be amended, are hereby incorporated by reference. FTA required terms and MDOT required terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. Contractor shall not refuse to comply with any CATA request to conform this contract to include MDOT or FTA required contractual provisions. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA to be in violation of the FTA mandated contractual provisions.
9. COMPLIANCE WITH LAWS. The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government which may, in any manner, affect the performance of the contract.
10. CLEAN AIR. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401, *et seq.* If state or local air pollution regulations are in force, the more restrictive criteria shall govern. The Contractor and any subcontractors or suppliers must submit evidence to CATA that the governing air pollution criteria will be met. The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
11. BUY AMERICA PROVISIONS. N/A
12. CERTIFICATION REGARDING LOBBYING. This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix C), must be signed and returned as a term and condition of this Agreement and its terms are incorporated by reference herein.
13. PREVAILING WAGE. N/A
14. BID BOND. N/A
15. PROTESTS. Any protests shall be filed timely in accordance with the CATA Procurement Protest Procedures. These Procedures are available from the CATA Purchasing & Contracts Manager and the CATA CEO/Executive Director, at the following address: Capital Area Transportation Authority, 4615 Tranter Street, Lansing, MI 48910.
16. PERFORMANCE & PAYMENT BONDS. N/A
17. FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall not, by action or by inaction, cause CATA to be in violation of FTA regulations, policies, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.
18. NO GOVERNMENT OBLIGATION. Notwithstanding any concurrence by the Federal Government or MDOT in, or approval of, the solicitation or award of this Agreement, absent the express written consent by the Federal Government or by MDOT, neither the Federal Government nor the State of Michigan is a party to this Agreement, and neither shall be subject to any obligations or liabilities to CATA, the Contractor or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

19. CLEAN WATER. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
20. ENERGY CONSERVATION. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
21. RECOVERED MATERIALS. N/A
22. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 ("Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use United States Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a United States Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
23. CARGO PREFERENCE. N/A
24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.
- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Rights Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 - (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, or the applicable Federal law to the extent the Federal Government deems appropriate.
 - (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
25. SAFE OPERATIONS OF MOTOR VEHICLES
- (a) Seat Belt Use – Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or CATA.
 - (b) Distracted Driving – Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle either Contractor or CATA owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

APPENDIX B

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act 453, Public Acts of 1976, Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. Contractor or its collective bargaining representative will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this appendix.
6. Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as Contractor itself, and said Contractor will permit access to its books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that Contractor has not complied with the contractual obligations under this Agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until Contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

APPENDIX C

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

- A. 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.
- B. 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.

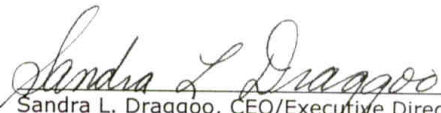
This Policy Statement will be executed by the Executive Director and the Board Chair of CATA, and then circulated to all Department Directors, and Department Managers within the organization and circulated to contracting organizations, the state offices which administer programs, and DBE organizations. 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, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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(c)(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: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

APPENDIX H

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

Debarment and Suspension Certification (Lower-Tier Covered Transaction)

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

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

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

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

Name and title of the Proposer's authorized official:

Authorized signature

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

ATTACHMENTS

Attachment A: Submittal Checklist Form

Attachment B: Supplier Information Form

Attachment C: Reference Form

Attachment D: CATA Board Policy No. 205

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.

- Five (5) 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 Submittal Checklist Form
- Signed and completed Supplier Information Form
- Signed and completed Reference Form
- Certificate of Insurance
- Signed and completed Amendment(s) (as issued)

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

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

ATTACHMENT 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. 2021-117, Transit Advertising Sales and Management Agency

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.

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

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

Reference 3
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

CATA BOARD POLICY NO. 205

ADDENDUM A

POLICY #205

DISPLAY OF ITEMS ON CATA PROPERTY AND VEHICLES

The Capital Area Transportation Authority (CATA) is a transportation system formed in 1972 under Michigan Public Act 55 of 1963. CATA owns and operates buses, bus shelters, bus storage and maintenance facilities, and other properties, including digital-outreach solutions (websites, social media, computer/phone apps, etc.), in conjunction with the operation of its system, collectively referred to herein as "CATA Properties." CATA has determined that it is in the public interest that advertising be made available on certain designated CATA Properties for the purpose of generating revenue to help fund the operation of the system.

I. PURPOSE

- 1.01 Nonpublic Forum; Commercial/Proprietary Functions.** CATA will make available certain designated spaces on CATA Properties from time to time to permitted third parties for only limited types of Permitted Advertising (defined in Section 2.02 below) in accordance with the policies and standards contained herein (this "Policy"), only with CATA's permission and if the Permitted Advertising is approved by CATA. By allowing Permitted Advertising on or within its designated CATA Properties, CATA does not intend to create a public forum for public discourse or expressive activity, or to provide a forum for all types of advertisements. The display of Permitted Advertising on designated CATA Properties is intended only to supplement fare revenue, tax proceeds, and other income that funds the transportation system, while still permitting CATA to efficiently operate its public transportation functions.
- 1.02 Intent of Limits on Advertising.** By placing reasonable limits on Permitted Advertising displayed on or within CATA Properties, and by not accepting Excluded Advertising (defined in Section 2.01 below), CATA's intent is to:
- a) Maintain an image of professionalism and decorum;
 - b) Maintain a professional advertising environment that maximizes advertising revenues and minimizes interference or disruption of its transportation system;
 - c) Maintain and portray an image of neutrality on political matters and other noncommercial issues that may be the subject of public debate and concern;
 - d) Foster a safe and secure environment on or within CATA Properties;
 - e) Avoid subjecting its passengers and other members of the public to material that may discourage them from using CATA services or public transportation, and avoid any decrease in ridership;
 - f) Avoid displaying content that is not suitable for minors; and
 - g) Preserve and augment revenues by attracting and maintaining the patronage of passengers.
- 1.03 Definition of Advertising.** For purposes of this policy, Advertisement(s) or Advertising include any notices, postings, announcements, displays, communications, or similar by parties other than CATA that promote, support or oppose any product, good, sale, service, event, occurrence, issue or position. This definition further does not apply to advertisements or postings by CATA on CATA property.
- 1.04 Space Availability.** CATA limits the amount of space on or within its Properties available for advertising space and does not represent that it can accommodate all requests for advertising space. Advertising space will be made available only on CATA Properties as and when designated by CATA. No advertising, signs and other types of postings or messages may otherwise be played, displayed, posted or placed on or within any other CATA Property. Space will be offered for Permitted Advertising on a first-come, first-served basis under the procedures articulated herein.
- 1.05 Prohibitions on Literature or Product Distribution and Leafleting.** CATA's purpose in operating a transportation system is to meet the public's need for efficient, effective and safe public transportation. CATA Properties are not intended to be public forums for public discourse or expressive activity. Literature or product distributions, leafleting and similar activities can

disrupt or delay passengers who are boarding and exiting buses, and other CATA and/or transportation vehicles; distract passengers, distract bus operators, cause maintenance issues and otherwise create safety issues for passengers, operators and surrounding traffic. Accordingly, all campaign activities, distribution of literature, leafleting and other informational or campaign activities are prohibited on or within CATA Properties. Notwithstanding the provisions of this Policy that allow Permitted Advertising on designated CATA Properties, nothing in this Policy authorizes or permits any third party to distribute literature, leaflets, coupons, products, samples or other items on or within CATA Properties.

II. ADVERTISING POLICIES, STANDARDS AND RESTRICTIONS

- 2.01 Excluded Advertising.** For the purposes of this policy, the advertising described in this Section 2.01 is "Excluded Advertising." CATA will not accept the following Excluded Advertising for display, posting or placement on or within CATA Properties:
- a) **Alcoholic Beverages.** Advertising, soliciting or promoting the direct sale or use of alcoholic beverages.
 - b) **Tobacco & Marijuana Products.** Advertising, soliciting or promoting the sale, use or distribution of tobacco or marijuana (legal or otherwise) products, including but not limited to cigarettes, e-cigarettes, cigars and smokeless tobacco.
 - c) **Messages with Disparaging or Defamatory Content.** Advertising that includes content that would be determined by a reasonable person to be disparaging or defamatory toward another person or entity, including but not limited to Advertising that threatens or disparages CATA. For purposes of determining whether an advertisement contains such material, CATA will determine whether a reasonably prudent person, knowledgeable of CATA's ridership and using prevailing community standards, would believe that the advertisement contains material that is abusive to, or debases the dignity of, an individual or group individuals.
 - d) **CATA's Business Operations.** Advertising that is directly adverse to any commercial, administrative or operational operations of CATA.
 - e) **Religious Advertising.** Advertising that promotes or opposes any religion, religious practice, religious belief or lack of religious beliefs.
 - f) **False, Misleading, Deceptive or Disrespectful Advertising.** Advertising or any material or information in the advertising that is false, misleading or deceptive, or that is intended to be (or reasonably could be interpreted as being) disparaging, disreputable or disrespectful to persons, groups, businesses or organizations, including but not limited to advertising that portrays individuals as inferior, evil or contemptible because of their race, color, creed, gender, pregnancy, age, religion, ancestry, national origin, marital status, disability, affectional or sexual orientation, or any other characteristic protected under federal, state or local law.
 - g) **Unauthorized Endorsement.** Advertising that implies, declares or otherwise reasonably appears to represent that CATA endorses a product, service, point of view, event or program. The prohibition against endorsement does not apply to advertising for a service, event or program for which CATA is an official sponsor, co-sponsor or participant, provided CATA's Chief Executive Officer or other designated representative gives prior written approval of the endorsement.
 - h) **Obscene or Offensive Material.** Advertising that contains obscene or offensive materials. For the purposes of this Policy, Obscene Materials are described as material(s) that display information that, taken as a whole, appeals to the prurient interest in sex and depicts or describes, in a patently offensive manner, sexual conduct and which, taken as a whole, does not have serious literary, artistic, political or scientific value or otherwise qualifies as "obscene material." This specifically includes but is not limited to any Advertising that contains an image of a person who appears to be a minor in sexually suggestive dress, pose or context. "Offensive Materials" for the purposes of this Policy, is the display or provision of information that would be offensive to a reasonably prudent person of average sensitivity in the community, including but not limited to advertising that contains derisive, distorted, immoral, profane or disreputable language or impressions.
 - i) **Unlawful Goods or Services.** Advertising or any material or information in the advertising that depicts, promotes or reasonably appears to encourage the use or possession of unlawful or illegal goods or services.
 - j) **Unlawful Conduct.** Advertising or any material or information in the advertising that depicts, promotes or reasonably appears to encourage unlawful or illegal behavior or conduct, including but not limited to unlawful behavior of a violent or antisocial nature; is libelous or an infringement of copyright; is otherwise unlawful or illegal; or is likely to subject CATA to liability.

- k) **Adult Entertainment.** Advertising that promotes or displays content associated with adult bookstores, adult video stores, nude dance clubs and other adult-entertainment establishments, adult telephone services, adult Internet sites or escort services.
- l) **Firearms and Weapons.** Advertising that contains images or depictions of firearms or other weapons, or the use of firearms or other weapons.
- m) **Internet Addresses and Telephone Numbers.** Advertising that directs viewers to Internet addresses or telephone numbers that contain materials, images or information that would violate this Policy if the materials, images or information were contained in an advertising displayed or posted on or within CATA Properties.
- n) **Distractions and Interferences.** Advertising that incorporates or displays any rotating, revolving or flashing devices or other moving parts or any word, phrase, symbol or character, any of which are likely to interfere with, mislead or distract traffic or conflict with any traffic-control device or motor-vehicle regulation.
- o) **Dangerous Items and Unsafe Behavior.** Advertising that promotes or depicts any item, service or position that a reasonable person would find able or likely to cause harm or injury or which reasonably could incite or provoke violence or a breach of the peace or that encourages or depicts unsafe behavior with respect to CATA's transportation operations, or which would harm, disrupt or interfere with the safe, efficient and orderly execution of public transit operations, such as failure to comply with CATA's Safety Rules and Courtesy Tips and/or normal safety precautions in awaiting, boarding, riding upon or debarking from CATA vehicles.
- p) **Violent Material.** Advertising which is so violent, frightening or otherwise disturbing in image or content so as to reasonably be deemed harmful to minors.
- q) **Advertising that Violates any Law, Ordinance or Regulation.** Advertising which violates any law, ordinance or regulation applicable to advertising or signage.
- r) **Political or "Issues" Advertising.** Political or issues advertising of any kind is strictly prohibited, including but not limited to:
 - 1) **Public/Political Candidates.** Advertisements that support, oppose, promote, endorse or otherwise reference a candidate for any public or political office, his/her campaign, his/her party affiliation, his/her stance on any public or political issue, or his/her campaign committee, regardless of who pays for the advertisement or any disclaimers thereon.
 - 2) **Public/Political Issue or Other Noncommercial Issue Advertisements.** Any advertisement that supports, opposes, promotes, endorses or otherwise references a matter which is reasonably subject to political debate, including but not limited to political, moral, religious or social issues, ballot issues or proposals, any political party, political message, issue, position, opinion or viewpoint, or any disputed issue or cause, regardless of who pays for the advertisement or any disclaimers thereon.
 - 3) **Advertisements Regarding a Political Entity.** Any advertisement that is directed or addressed to the action, inaction, prospective action or inaction, or policies of any governmental entity, political party or candidate.

2.02 Permitted Advertising. Subject to the viewpoint-neutral standards in this Policy, CATA will only accept Permitted Advertising for play, display or placement on or within designated CATA Properties. For the purposes of this Policy, Permitted Advertising is advertising that:

- a) Does not qualify as Excluded Advertising under Section 2.01;
- b) Is commercial advertising, meaning it directly relates to the economic interests of the person or entity purchasing the Advertisement and is for the purpose of attracting public attention to a product, good, business, service or event of or for some other commercial transaction or activity with the person or entity purchasing the Advertisement.
- c) Is paid advertising or in-kind-advertising as permitted below; and
- d) Is delivered through electronic audio and printed media.

2.03 In-kind Trade and Partnership Advertising. In-kind trade and partnership advertising resulting in an equal exchange of value from a third party may be executed at the discretion of CATA's Chief Executive Officer, Project Manager or designee. The Project Manager or designee is authorized to grant use of the CATA logo for in-kind and partnership-advertising purposes.

2.04 Reservation of Rights. This Policy may be reviewed by the CATA Policy Committee as deemed necessary. CATA reserves the right to change, amend or revoke this Policy at any time. Subject to any then-existing contractual obligations, CATA reserves the right to discontinue any or all advertising on or within CATA Properties at any time. Subject to any then-existing contractual obligations, CATA reserves the right to limit the availability of advertising space on or within its Properties and remove advertising that does not comply with this Policy.

III. ADVERTISING PROGRAMS AND ADMINISTRATION

3.01 CATA Approval/Permission Procedure. CATA must approve all Advertisement(s) including the style and manner of presentation, prior to the placement of any Advertisement on CATA Property. Third parties seeking to place an advertisement must submit an application for advertising for CATA's approval. This application shall include a copy of the advertisement so CATA can properly consider whether the advertisement complies with this Policy. This application must be submitted at least 30 days prior to the first date of anticipated advertising.

3.02 Advertising Contractor. CATA may, from time to time, select an Advertising Contractor who shall be responsible for the administration of all or part of CATA's advertising program, in a manner consistent with this Policy and the terms of its agreement with and as approved by CATA. The advertising program may include but not be limited to promotion, solicitation, sales, accounting, billing, collection, fabrication, posting of advertising displays and playing of audio advertisements on or within CATA Properties.

- a) In such an instance, CATA will designate the Contract/Project Manager as the primary contact for the Advertising Contractor. Questions regarding the terms, provisions and requirements of this Policy shall be addressed by the Project Manager or designee.
- b) The Advertising Contractor shall comply with this Policy and shall review all proposed advertising with reference to the standards set forth herein.

IV. APPEAL OF ADVERTISING DECISIONS

4.01 Advertising Committee. CATA may establish an Advertising Committee whose responsibility is to evaluate submissions for any conflict with this Policy. The purpose of the Advertising Committee is to decide, as objectively as possible, whether to accept or reject a submission based on the Policy. The Advertising Committee may comprise a minimum of three and a maximum of five individual members. All members shall be familiar with this Policy. When necessary, the Advertising Committee will work with General Counsel or outside counsel for legal guidance. The Advertising Committee will meet at least monthly to evaluate submissions, define and update internal procedures.

4.02 Appeals. An advertiser may appeal a decision to reject or remove an advertisement by filing a written request with CATA's Project Manager or designee (whose name and address will be provided on the rejection or removal decision) within ten (10) business days after the rejection or removal decision. The advertiser's request must state why the advertiser disagrees with the decision in light of this Policy. CATA's Project Manager(s)* may work with General Counsel or outside counsel for legal guidance and will review the basis for the rejected or removed advertisement, taking into consideration the advertiser's reasons for filing the request. CATA's Project Manager will make a decision regarding the request and will notify the advertiser of this decision in writing within fifteen (15) business days of receipt of the advertiser's request. The decision of the Project Manager may be appealed by filing a written request with CATA's Executive Director within ten (10) business days after the Project Manager's decision. The advertiser's request must state why the advertiser disagrees with the decision in light of this Policy. The Executive Director may work with General Counsel or outside counsel for legal guidance and will review the basis for the rejected or removed advertisement, taking into consideration the advertiser's reasons for filing the request. CATA's Executive Director will make a decision regarding the request and will notify the advertiser of this decision in writing within fifteen (15) business days of receipt of the advertiser's request. This decision is the final position of CATA and is not subject to appeal.

V. COMPLAINTS

5.01 Complaints regarding any advertisement shall be directed to the Project Manager or designee.

VI. SEVERABILITY

6.01 If any section, subsection, sentence, clause, phrase or portion of this Policy is, for any reason, declared legally invalid, in whole or in part, by any court of competent jurisdiction, such portion of this policy shall be deemed severable, and such invalidity shall not affect the validity of the remaining portions of this Policy, which shall continue in full force and effect, unless doing so would frustrate the purpose of this Policy.

Adopted: 6/27/1984
 Amended: 5/15/1991
 10/19/2005
 11/18/2020