



Capital Area Transportation Authority

INSURANCE BROKERAGE AND CONSULTING SERVICES

Request for Proposal – Project # 2021-119

SCHEDULE OF ACTIVITIES

RFP Released:	October 13, 2021
Written Questions Due to CATA:	October 20, 2021 @ 2:00 P.M. Eastern Time
CATA's Responses to Questions Released:	October 27, 2021
Number of Proposals and Due Date:	Submit four (4) proposal copies and one (1) electronic ("PDF") copy on CD/DVD or flash drive by 2:00 P.M. Eastern Time on November 3, 2021
Anticipated Award Date:	December 2021

Released on: October 13, 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	5
I-P Selection Criteria.....	6
I-Q Oral Presentation	6
I-R Independent Price Determination	7
I-S Pricing and Payment.....	7
SECTION II: STATEMENT OF WORK.....	8
II-A Background.....	8
II-B Objectives.....	8
II-C Scope of Work	8
SECTION III: COMPLIANCE REQUIREMENTS	11
III-A FTA and MDOT Required Clauses	11
III-B Disadvantaged Business Enterprises	11
III-C Compliance with Laws.....	11
III-D Ownership	12
III-E News Releases.....	12
III-F Audit and Inspection of Records.....	12
III-G Complaints or Protests	12
III-H Contractual Terms and Conditions	12
APPENDICES.....	13
ATTACHMENTS.....	28

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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. Ashlee Boss
Procurement Specialist II
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910
E-mail: aboss@cata.org

I-B Project Management

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

Mr. Patrick Lemon
Manager of Financial Compliance
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

I-C Project Oversight

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

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

I-D Incurring Costs

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

I-E Contract Term

The term of the proposed contract will commence on March 1, 2022 and continue for a three (3) year period; CATA shall thereafter have two (2), one-year (1) options to extend the contract terms.

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. The award of this solicitation will result in a Fixed Rate Contract.

I-H Questions/Changes to the RFP

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

I-I Pre-Proposal Meeting

Not Applicable.

I-J Proposals

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

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

I-K Proposal Requirements

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

Cover letter

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

Price

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

Qualifications of firm/organization

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

References

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

I-L Acceptance of Proposal Content

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

I-M Economy of Presentation

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

I-N Primary Contractor Responsibilities

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

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

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

I-O Other Duties Assigned by CATA

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

I-P Selection Criteria

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

1. Experience and Creativity of Solutions
 - The proposal should demonstrate a high level of relevant experience and expertise in risk mitigation.
 - The proposal should demonstrate the agency's ability to think outside the box.
 - Identification of the carriers with which you have access to coverage and their A.M. Best ratings.
 - A statement demonstrating your agency's understanding of CATA's risk management needs, including a statement of your agency's understanding of the work to be performed.
2. Qualifications of the Firm/Organization including Access to Carriers
 - The proposal reflects the agency's access to a broad range and breadth of insurance carriers.
 - The proposal must include a narrative description of the responding organization.
 - The proposal must include the agency's general qualifications.
 - The proposal must include the agency's length of time in business.
 - The proposal must include the resumes of key individuals from the responding organization to be assigned to CATA.
3. Price/Cost
 - The proposal is price competitive, demonstrating maximum mitigation while minimizing cost.
 - Proposed fees for the engagement. Your fee proposal shall not include commissions from carriers and such commission arrangements with carriers are expressly prohibited under the terms of this agreement. Your fee proposal should be broken down by contract year. An explanation of your agency's billing practices should be included.
4. Experience of the Firm with Similar Projects
 - The proposal lists three (3) company references that illustrate the agencies past record of performance on similar projects. References must have completed work for the vendor within the last five (5) years.
 - The proposal demonstrates relevant experience and expertise as stated in the scope of work.
5. Completeness and Responsiveness of Proposal to RFP
 - Proposer has met all submittal requirements.
 - The proposal is thorough, visual and easily understandable.
 - The agency's certificate of insurance.

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

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

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

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

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

I-Q Oral Presentation

Not Applicable.

I-R Independent Price Determination

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

- The prices in the proposal have been determined independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other respondent or with any competitor.
- Unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the respondent prior to award directly or indirectly to any other respondent or to any competitor.
- No attempt has been made or will be made by the respondent to induce any other persons or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that she/he:

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

or

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

I-S Pricing and Payment

The Contractor shall submit a proper invoice to the address shown below. CATA reserves the right to return an invoice which is incomplete.

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

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

The invoice must contain the following information:

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

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

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

SECTION II: STATEMENT OF WORK

II-A Background

The Capital Area Transportation Authority (CATA) is a public transit authority that operates public transportation bus and paratransit services across metropolitan Lansing, Michigan. CATA's mission-critical employees, such as operators, are considered first responders because transit is designated as an essential service in times of crisis. CATA's service area includes all 559 square miles of Ingham County and extends into portions of Eaton County and Clinton County. CATA also provides services on the campus of Michigan State University. Founded in 1972, CATA has grown to provide service on 33 routes system-wide to nearly 11.1 million riders during fiscal year 2019.

As the region's public transportation provider, CATA operates four facilities in its service area. Headquartered in south Lansing, the Administrative Offices are home to the executive office; all administrative departments; and the bus storage facility, which houses CATA's directly operated fleet, maintenance, and operations. The CATA Transportation Center (CTC), located in downtown Lansing, is the central boarding hub and transfer point for 16 CATA routes, Indian Trails intercity bus services, the customer information center, and on-site security.

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

CATA currently utilizes one third-party contractor under a multi-year agreement to operate a portion of its paratransit operations.

II-B Objectives

The specific objective for this project is to secure a contract for described services.

II-C Scope of Work

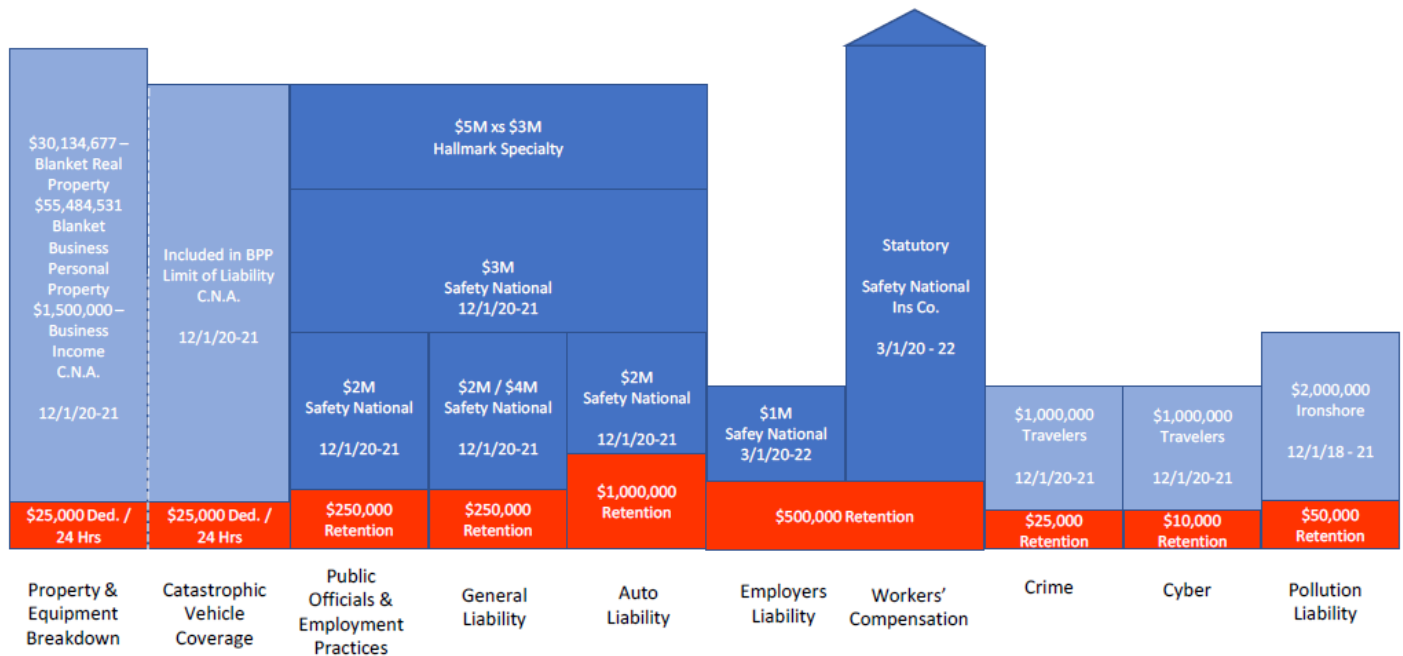
The Capital Area Transportation Authority (hereinafter "CATA") desires to engage the services of an insurance agency to act as a consultant to CATA in designing and implementing CATA's risk mitigation and management program.

CATA has five insurable locations as follows:

1. 4505-4615 Tranter Street, Lansing, MI 48910 – CATA's Administration building, maintenance shop and bus garage.
2. 420 South Grand Avenue, Lansing, MI 48933 – CATA's Transportation Center (CTC)
3. 1240 South Harrison Road, East Lansing, MI 48823 – CATA's Multimodal Gateway adjacent to Michigan State University campus.
4. 110 South Shaw Lane, Ramp GC4, East Lansing, MI 48824 – transit transfer center at MSU (note: this location includes no physical real property but is considered a "location" for liability purposes.)
5. 1304 East Cavanaugh Road, Lansing, MI 48910 – the parking lot adjacent to CATA's Administration building.

The policies in-force at the time of the issuance of this RFP are reflected in the program summary schedule shown below.

PROGRAM SUMMARY



Currently, CATA has a single full-time supervisor assigned to manage safety matters.

CATA’s transit operators, mechanics and maintenance workers are represented by Amalgamated Transit Union (“ATU”) local 1039. CATA is not a party to any other collective bargaining agreements. It should be noted that at the time of the issuance of this RFP, the operators, mechanics, and maintenance workers are working without a contract as the prior contract expired on November 30, 2020, and the ATU and CATA management have not yet reached an agreement on a new contract.

Newly hired operators (drivers) receive approximately 200 hours of new operator training. Additionally, all operators receive 8 hours of update training each year. The primary focus of both training programs is on safety.

Policy declarations and loss runs for CATA’s existing policies are appended at the end of this document. (See Attachment E)

The selected agency shall be required to perform the following services:

- Review and evaluate the effectiveness of CATA’s existing insurance policies in mitigating CATA’s risks, including:
 - Property and equipment coverage
 - Catastrophic vehicle coverage
 - Employment practices and employer’s liability coverage
 - Public officials coverage
 - General liability coverage
 - Umbrella liability coverage
 - Vehicle liability coverage
 - Crime coverage
 - Management liability coverage
 - Pollution liability coverage
 - Worker’s compensation coverage
 - Any other coverages for which you believe CATA is at risk

- Work with CATA's management to identify CATA's tolerance for risk based upon its financial condition. Such review should be done annually following CATA's financial audit.
- Develop a risk management program that provides for maximum mitigation while striving for minimum cost. The program should:
 - Identify areas of significant risk.
 - Identify CATA's risk tolerance (as specified above).
 - Include proactive initiatives, extraneous of insurance coverages, which can be implemented to mitigate risk.
 - Incorporate insurance coverages when proactive initiatives will not fully mitigate the risk and the resultant exposure exceeds CATA's tolerance for such risk.
 - Assist CATA management to define processes for the submission and management of claims that streamline the process for CATA.
 - Facilitate, to the extent possible, the recovery of monies expended by CATA for damages determined to be the responsibility of external parties (MI mini-tort claims).
 - Ensure that there are no duplicate or redundant coverages.
- Solicit proposals on CATA's behalf for insurance coverages recommended as part of the risk management program.
- Assist CATA, when and as applicable, in providing information and documents requested by the Insurance carriers proposing coverages.
- Assess, recommend, and secure the coverages selected by CATA's management.
- Obtain endorsements, binders and policies in a timely manner as needed and when appropriate to effectively secure coverages.
- Ensure that the endorsements, binders, and coverages are correct in content.
- Present an overview of CATA's risk management program to CATA's Board of Directors annually should the Board request such a presentation.
- Meet with CATA's management at least quarterly to:
 - Identify any new risks not previously identified in connection with CATA's risk management program.
 - Review claims made against the insurance policies during the preceding quarter.
 - Identify proactive initiatives not previously identified to assist in reducing risk.
 - Ensure that previously scheduled proactive initiatives occur when and as planned.
- Conduct annual reviews of CATA's risk management program in such a manner and timeframe as to facilitate the renewal of its coverages.

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 and save harmless CATA, the Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and all officers, agents, and employees thereof:
 - (a) From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the Contractor in connection with the Contractor's performance of the contract; and
 - (b) From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation and response, and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the Contractor's negligent performance of the contract.

CATA will not be subject to any obligations or liabilities by Subcontractors of the Contractor or their Subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
20. **ACCEPTANCE OF MATERIAL - NO RELEASE.** Unless CATA otherwise agrees in writing, acceptance of any portion of the material prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials or for failure to fully comply with all of the terms of this contract. CATA reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the contract requirements and specifications; provided, however, that CATA is under no duty to make such inspection and no inspection so made shall relieve Contractor from any obligation to furnish materials and workmanship in accordance with the contract requirements and specifications.
21. **FINAL ACCEPTANCE.** Upon final acceptance by CATA of all work to be performed by the Contractor, CATA will so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.
22. **LIQUIDATED DAMAGES.** If the Contractor fails to deliver the requirements by the date as set forth in the bid documents scheduled for delivery, CATA shall be paid damages for each consecutive calendar day thereafter until the goods are delivered, unless a completion date is extended

by CATA in writing. Inasmuch as the amount of such damages will be extremely difficult to ascertain, the Contractor agrees to compensate CATA the sum of \$ Not Applicable per day, which sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that CATA will suffer by reason of said delay and default and not as a penalty; and CATA shall have the right to deduct such sum from any amounts which may otherwise become due under contract.

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

24. DEFECTIVE WORKMANSHIP AND MATERIAL. When and as often as CATA determines that the work done or being done under the contract or the kind of quality or materials supplied in connection therewith are not fully and completely in accordance with any requirement of the contract documents, it may give notice of such noncompliance to the Contractor in writing and the Contractor shall immediately upon receipt of such notice do all things required to remedy such noncompliance without additional cost to CATA. If the Contractor fails to comply with such written notice, then CATA, upon written notice to the Contractor, shall deduct the cost of repair, replacement or correction of defective or damaged work from the compensation due or to become due to the Contractor.

25. WAIVER OF BREACH. The waiver by either party hereto or any breach of any provision of this contract by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this contract by either party hereto.

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

27. EXCUSES FOR FAILURE TO PERFORM OR DELAYS. The Contractor will not be in default by reason of any failure in the performance of this contract, if such failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or the public enemy, acts of the government either in its sovereign or contractual capacity, fires, floods, and strikes. But in every case, a failure to perform must be beyond the control and without the fault or negligence of the Contractor or its Subcontractors. An excusable delay will permit the Contractor an extension of time for such reasonable period as may be mutually agreed upon between the parties.

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

- (a) "Day" means days of the week (e.g., Monday through Friday), not business days.
- (b) The day of the act or event after which the designated period of time begins is not included.
- (c) The last day of the period is included, unless it is a Saturday, Sunday, or legal holiday. In that event, the period runs until the end of the next day that is not a Saturday, Sunday or legal holiday.

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

To CATA:	Chief Executive Officer Capital Area Transportation Authority 4615 Tranter Street Lansing, MI 48910
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To Contractor:	_____ _____ _____
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With a copy to:	_____ _____ _____
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30. JURISDICTION. This Contract will be governed by the internal laws of the State of Michigan without reference to its choice of law rules. Exclusive jurisdiction and venue of any suit, action or claim relating to this contract will be in the Ingham County Circuit Court or the Federal District Court for the Western District of Michigan.
31. This contract constitutes the entire contract between the parties and supercedes all negotiations, commitments, and previous contracts and may be modified only by a further written contract which is executed by a duly authorized officer of each of the parties.
32. COST COMPUTATION. The Federal Acquisition Regulation, 48 CFR, Chapter 1, Part 31.2, shall be used, in all instances, to determine the amount of costs incurred by Contractor that CATA shall be required to pay, or reimburse, to Contractor, including, without limitation, where this Agreement requires CATA to pay Contractor's costs as part of the contract price, where the contract price is adjusted resulting from changes to the requirements of Agreement, and when calculating the amount due Contractor pursuant to Termination for Convenience clause.
33. TRAVEL EXPENSES. CATA shall not reimburse Contractor for travel costs, including accommodations, meals, transportation and fuel costs, unless the travel activity and the travel costs have been approved in advance by an authorized representative of CATA. All travel costs to be paid by CATA shall not exceed amounts determined in conformance with the Federal Acquisition Regulation, 48 CFR Section 31.205-46, Travel Costs.

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

1. NONDISCRIMINATION.

- (a) Compliance with Regulations. Contractor shall comply with Federal Regulations relative to nondiscrimination of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), and with Executive Order 11246 titled Equal Employment opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulation (41 CFR 60) which are herein incorporated by reference and made a part of this contract. Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) Nondiscrimination. With regard to the work performed by it during this contract, Contractor shall not discriminate on the grounds of race, color, sex, disability, religion, age, or national origin against any employee or applicant for employment, or in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) In connection with the performance of services under this contract, Contractor agrees to comply with the State of Michigan provisions for "prohibition of discrimination in state contracts" as set forth in Appendix A dated March 19, 1998, a copy of which is attached hereto and made a part hereof.
- (d) ADA Access. All work performed and all services provided pursuant to this contract shall be in compliance with Federal policy to ensure that elderly individuals and individuals with disabilities have an equal right to use of public transportation services and facilities. To the extent this Contract requires planning and design of services and facilities, special efforts shall be made to implement the transportation and accessibility rights of elderly individuals and individuals with disabilities. The work performed and services provided in this Contract shall be in compliance with all State and Federal statutes and laws ensuring equal access of transportation services and facilities for the elderly and individuals with disabilities, including 49 U.S.C. § 5301(d), § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and any applicable implementing Federal regulations or directives as they may from time to time be promulgated or amended.
- (e) This provision B.1 (a)-(e) will be included in all subcontracts relating to this contract. Further, each contract which Contractor signs with a Subcontractor must include the following assurance:

The Contractor, Subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, creed, disability, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

2. DBE REQUIREMENTS.

- (a) Contractor will carry out the applicable requirements of the Michigan Department of Transportation's Disadvantaged Business Enterprise ("DBE") program and 49 CFR 26, including, but not limited to those requirements set forth in Appendix B, attached hereto and made a part hereof. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CATA deems appropriate, which may include, but is not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages and/or disqualifying the Contractor from future bidding as non-responsible.

- (b) Contractor shall pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from CATA. In addition, Contractor shall return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed. Contractor must promptly notify CATA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete the work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CATA.
3. **CONTINGENT FEES.** The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, CATA shall have the right to annul this contract without liability.
4. **RECORDS/AUDITS.** The Contractor shall maintain and retain, and shall require all its subcontractors to maintain and retain, complete and accurate books, documents, papers, accounting records, contracts, and other evidence with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and CATA, or their duly authorized representatives, access to such data and records, and the right to inspect and audit all data and records of the Contractor relating to its performance under the contract, and to make transcripts therefrom as necessary. Contractor shall retain all work data, documents, records, accounts and reports related to this contract for a period of three (3) years from the date of final payment under this contract or from expiration or other termination of this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.
5. **CONFLICT OF INTEREST.** The Contractor certifies that, to the best of its knowledge, no CATA employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this contract.
6. **INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS.** No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
7. **DEBARMENT AND SUSPENSION.** Contractor must comply with U.S. DOT regulations "Nonprocurement Suspension and Debarment", 2 CFR Part 1200, which adopt and supplement the U.S. Office of Management and Budget ("U.S. OMB") "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. Contractor will not make any contract, subcontract, or lease for the project without first confirming that its proposed contractor, subcontractor, or lessee is not listed as barred or excluded from participating in government contracts in the System for Award Management (SAM) at www.sam.gov.
- Contractor agrees to comply with federal debarment and suspension regulations and guidelines when administering any contract or subcontract of \$25,000 or more, regardless of tier. A contract or subcontract award may not be made to a prospective contractor or subcontractor if that contractor is excluded or disqualified under the standards of the U.S. DOT regulations in the U.S. OMB Guidelines, unless the federal government has provided an exception as permitted under those regulations and guidelines. In addition, contracts of any amount for federally required audit services or for contracts which require the consent of a federal official are also covered by these DOT regulations and U.S. OMB Guidelines. Contractor must obtain the compliance of lower tier contractors, subcontractors, and lessees with the U.S. DOT debarment and suspension regulations and the U.S. OMB Guidelines that apply to them. The Contractor further agrees to include provisions requiring compliance as set forth above in lower tier covered transactions.
8. **MDOT AND FTA TERMS.** All contractual provisions that the Michigan Department of Transportation ("MDOT") or the Federal Transit Administration ("FTA"), by law or regulation, require to be included in contracts supported by state or federal financial assistance, including the requirements set forth in FTA Circular 4220.1F, as updated and amended, and the Master Agreement between CATA and FTA as it may be amended, are hereby incorporated by reference. FTA required terms and MDOT required terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. Contractor shall not refuse to comply with any CATA request to conform this contract to include MDOT or FTA required contractual provisions. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA to be in violation of the FTA mandated contractual provisions.
9. **COMPLIANCE WITH LAWS.** The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government which may, in any manner, affect the performance of the contract.
10. **CLEAN AIR.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401, *et seq.* If state or local air pollution regulations are in force, the more restrictive criteria shall govern. The Contractor and any subcontractors or suppliers must submit evidence to CATA that the governing air pollution criteria will be met. The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

11. BUY AMERICA PROVISIONS. N/A
12. CERTIFICATION REGARDING LOBBYING. This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix C), must be signed and returned as a term and condition of this Agreement and its terms are incorporated by reference herein.
13. PREVAILING WAGE. N/A
14. BID BOND. N/A
15. PROTESTS. Any protests shall be filed timely in accordance with the CATA Procurement Protest Procedures. These Procedures are available from the CATA Purchasing & Contracts Manager and the CATA CEO/Executive Director, at the following address: Capital Area Transportation Authority, 4615 Tranter Street, Lansing, MI 48910.
16. PERFORMANCE & PAYMENT BONDS. N/A
17. FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall not, by action or by inaction, cause CATA to be in violation of FTA regulations, policies, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.
18. NO GOVERNMENT OBLIGATION. Notwithstanding any concurrence by the Federal Government or MDOT in, or approval of, the solicitation or award of this Agreement, absent the express written consent by the Federal Government or by MDOT, neither the Federal Government nor the State of Michigan is a party to this Agreement, and neither shall be subject to any obligations or liabilities to CATA, the Contractor or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
19. CLEAN WATER. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
20. ENERGY CONSERVATION. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
21. RECOVERED MATERIALS. N/A
22. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 ("Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use United States Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a United States Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
23. CARGO PREFERENCE. N/A
24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.
 - (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Rights Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 - (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, or the applicable Federal law to the extent the Federal Government deems appropriate.

- (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

25. SAFE OPERATIONS OF MOTOR VEHICLES

- (a) Seat Belt Use – Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or CATA.
- (b) Distracted Driving – Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle either Contractor or CATA owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

APPENDIX B

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

APPENDIX C

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

1. Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex, in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR § 26 in the award and administration of DOT-assisted contracts. Failure of the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying the Contractor from further bidding as non-responsible.

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

APPENDIX D

POLICY #204

DISADVANTAGED BUSINESS ENTERPRISE POLICY

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


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

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

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

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


Sam Singh, Board Chair


Sandra L. Draggoo, CEO/Executive Director

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

APPENDIX E

CERTIFICATE REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(To be submitted with each bid or offer exceeding \$100,000).

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions (as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (11/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. § 1601, et seq.).
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

APPENDIX F**IRAN ECONOMIC SANCTIONS ACT CERTIFICATE**

In accordance with the Iran Economic Sanctions Act, Michigan 2012 PA 517, effective April 1, 2013, (MCL 129.311, *et seq.*), the undersigned certifies in support of its bid or proposal that it is not an Iran linked business as such is defined in the Act.

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

APPENDIX G

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
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: Pricing Form

Attachment E: Policy Declarations and Loss Runs

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.

- Four (4) copies with one (1) electronic copy of the proposal package
- Cover Letter
- Signed and completed Certification regarding Lobbying
- Signed and completed Iran Economic Sanctions Act Certificate
- Signed and completed Certification of Primary Contractor Regarding Debarment & Suspension
- Signed and completed Certification of Lower-Tier Participants (Sub-contractors) Regarding Debarment & Suspension
- Signed and completed Submittal Checklist Form
- Signed and completed Supplier Information Form
- Signed and completed Reference Form
- Signed and completed Pricing 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. 2021-119, Insurance Brokerage and Consulting Services

1. Name of firm: _____

2. Address: _____

3. Individual Partnership Corporation Joint Venture

4. Date organized: _____

State in which incorporated: _____

5. Names of officers or partners:

a. _____

b. _____

c. _____

d. _____

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

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

8. 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 TWO** the full particulars regarding each occurrence.

9. 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 THREE** 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

PRICING FORM

Fee Proposal*	Year 1:	\$
	Year 2:	\$
	Year 3:	\$
	Year 4 (optional):	\$
	Year 5 (optional):	\$

*Your fee proposal shall not include commissions from carriers and such commission arrangements with carriers are expressly prohibited under the terms of this agreement. Your fee proposal should be broken down by contract year. An explanation of your agency's billing practices should be included.

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

ATTACHMENT E

**POLICY DECLARATIONS
AND
LOSS RUNS
FOR CATA'S EXISTING POLICIES**

Hallmark Specialty Insurance Company
 Two Lincoln Center
 5420 Lyndon B Johnson Freeway, Suite 1100
 Dallas, TX 75240-2345
 (800) 866-0047

Declarations Excess Public Entity Liability

PRODUCER CODE	OFFICE	PREVIOUS POLICY NUMBER Renewal - 77PEF1900B2
---------------	--------	--

AUDIT FREQUENCY Not Subject	AGENT Hallmark E&S	S.L. BROKER AmWins Insurance Brokerage of CA
---------------------------------------	----------------------------------	--

ITEM 1. NAMED INSURED AND ADDRESS Capital Area Transportation Authority 4505 Trantor Street Lansing, MI 48910	COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BELOW Hallmark Specialty Insurance Company Two Lincoln Center 5420 Lyndon B Johnson Freeway, Suite 1100 Dallas, TX 75240-2345
---	--

NAMED INSURED IS: Other	BUSINESS OF INSURED Transit District (Buses only)	PIIC 4111
-----------------------------------	---	---------------------

Policy Number: **77PEF20010E**

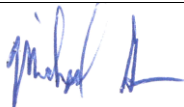
Item 2. Policy Period **From 12/1/2020 To 12/1/2021**
 12:01 A.M. Standard Time at the Address of the Named Insured as stated herein

Item 3. Limits of Insurance
\$5,000,000 Each Occurrence \$5,000,000 Aggregate, where applicable

Item 4. Premium			
Basis of Premium:			
<u>\$86,700</u>	Total Advance Premium	<u>\$86,700</u>	Minimum Annual Premium
<u>\$0.00</u>	Taxes	<u>\$0.00</u>	Surcharges
<u>\$1,700</u>	Terrorism Premium included in above	<u>25%</u>	Minimum Earned

Item 5. Schedule of Underlying
 The Schedule is described on form no. PE 00 03 01 16, which forms a part of the Policy's Declarations.

Item 6. Forms And Endorsements
 The Schedule is described on form no. PE 00 04 01 16, which forms a part of the Policy's Declarations.

DATE OF ISSUE February 03, 2021	SIGNATURE OF AUTHORIZED AGENT 
------------------------------------	--

PE 00 01 01 16
 This insurance has been placed with an insurer that is not licensed by the State of Michigan. In case of insolvency, payment of claims may not be guaranteed.

Michigan Premium: \$86,700.00
 Fees: \$0.00
 Surplus Lines Tax / Regulatory Fee: \$2,167.50

POLICY NUMBER: 77PEF20010E

SCHEDULE OF FORMS AND ENDORSEMENTS
(Other than applicable forms and endorsements shown elsewhere in the policy)

Form Name	Form Number
Excess Public Entity Liability Declarations	PE 00 01 01 16 (01-16)
Schedule of Forms and Endorsements	PE 00 04 01 16 (01-16)
Schedule of Underlying Insurance	PE 00 03 01 16 (01-16)
Exclusion – Access or Disclosure of Confidential or Personal Information and Data-Related Liability	PE 00 05 05 16 (05-16)
Claim Reporting	CLAIM REPORTING 06 20
Policyholder Disclosure Notice Of Terrorism Insurance Coverage (2)	HB 00 24 01 15 (01-15)
Cap On Losses From Certified Acts Of Terrorism	HB 21 30 01 15 (01-15)
Exclusion Of Punitive Damages Related to a Certified Act Of Terrorism	HB 21 36 01 15 (01-15)
Service of Suit	HX SS AA 12 09 (12-09)
U.S. Treasury Dept. ("OFAC")	IL P 001 01 04 (01-04)
Fungi or Bacteria Exclusion	IX 21 05 07 09 (07-09)
Asbestos Exclusion	IX 21 08 07 09 (07-09)
Lead Exclusion	IX 21 13 07 09 (07-09)
Excess Public Entity Liability	PE 00 02 04 17 (04-17)
Earlier Notice of Cancellation - 90 Days	PE 00 08 01 18 (01-18)
Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)	PE 00 12 08 19
Exclusion - Communicable Disease	PE 00 18 03 20
Surplus Lines Notification	SL18914 (10-17)
Signature Page	HS 00 01 01 16 (01-16)
Privacy Policy Disclosure Notice	HX 00 01 07 12 (07-12)

SAFETY NATIONAL CASUALTY CORPORATION
1832 Schuetz Road
St. Louis, MO 63146
(888) 995-5300

A STOCK COMPANY

COMMERCIAL POLICY



SECRETARY



PRESIDENT

THESE POLICY PROVISIONS WITH THE DECLARATIONS PAGE, COVERAGE FORM AND
ENDORSEMENTS, IF ANY, COMPLETE THIS POLICY.

COMMERCIAL EXCESS LIABILITY DECLARATION

SAFETY NATIONAL CASUALTY CORP
ST. LOUIS, MO 63146
(888) 995-5300

COMMERCIAL EXCESS LIABILITY
COVERAGE FORM DECLARATIONS

Policy Number	Policy Period	
	From	To
XPE4059605	12/01/2020	12/01/2021
12:01 A.M. Standard Time at the described location		
Previous Policy Number: XPE4059605		

Transaction

Renewal

Named Insured and Address**Agent**

CAPITAL AREA TRANSPORTATION AUTHORITY
4615 TRANTER STREET
LANSING, MI 48910

61811
VAN WYK RISK SOLUTIONS
150 OTTAWA AVE NW
SUITE 1000
GRAND RAPIDS, MI 49503

Telephone:

Business Description MUNICIPALITY

Type of Business GOVERNMENTAL UNIT

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Excess Policy – Limits Of Insurance

Each Occurrence Limit	\$ 3,000,000
Aggregate Limit	\$ 3,000,000
Other:	\$

Excess Policy – Premium

Premium (including premium subject to audit)	\$ 81,988
Premium Shown Is Payable:	
At Inception	\$ 81,988
At Each Anniversary (If policy period is more than one year and premium is paid in annual installments.)	\$

Audit Period (If Applicable) **Annually** **Semiannually** **Quarterly** **Monthly**



Policy Issued by:	Name: AMERICAN CASUALTY CO OF READING, PA Address: 151 N Franklin CHICAGO, IL 60606	Policy Number: 6079704849 Renewal of: 6079704849
Producer's Information:	Name: VAN WYK RISK SOLUTIONS Address: 150 OTTAWA AVE NW STE 1000 GRAND RAPIDS, MI 49503	Producer Code: 068685
1. Named Insured and mailing address:	Name: CAPITAL AREA TRANSPORTATION AUTHORITY Address: 4615 TRANTER ST LANSING, MI 48910-3661	
2. Coverage Parts:	The coverage parts attached to and forming part of this Policy <u>Business Property</u>	
3. Policy Period:	Effective date from: <u>12/01/2020</u> to <u>12/01/2021</u> At 12:01 A.M. Standard Time at your mailing address shown above	
4. Limits of Insurance and Deductibles:	See Coverage Part Declarations	
5. Premium, Surcharges, Taxes and Fees at Issuance:	See Coverage Part Declarations for Coverage Part Premium, surcharges, taxes and fees Total Premium and applicable taxes, surcharges and fees \$94,809.00	



COMMERCIAL GENERAL LIABILITY DECLARATIONS

SAFETY NATIONAL CASUALTY CORP

ST. LOUIS, MO 63146
(888) 995-5300

COMMERCIAL GENERAL LIABILITY COVERAGE FORM DECLARATIONS

Policy Number	Policy Period	
	From	To
GL 4059604	12/01/2020	12/01/2021
12:01 A.M. Standard Time at the described location		
Previous Policy Number: GL 4059604		

Transaction	
Renewal	
Named Insured and Address	Agent
CAPITAL AREA TRANSPORTATION AUTHORITY 4615 TRANTER STREET LANSING, MI 48910	61811 VAN WYK RISK SOLUTIONS 150 OTTAWA AVE NW SUITE 1000 GRAND RAPIDS, MI 49503 Telephone:
Business Description MUNICIPALITY	Type of Business GOVERNMENTAL UNIT

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$ 2,000,000	Combined BI & PD
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 500,000	Any one premises
MEDICAL EXPENSE LIMIT	N/A - No Coverage	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ 2,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT		\$ 4,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		\$ 4,000,000

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> TRUST
<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION: <u>MUNICIPALITY</u>	

SAFETY NATIONAL CASUALTY CORP
 ST. LOUIS, MO 63146
 (888) 995-5300

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Policy Number:	GL 4059604
Named Insured:	CAPITAL AREA TRANSPORTATION AUTHORITY
Agent:	VAN WYK RISK SOLUTIONS
Effective Date:	12/01/2020

ALL PREMISES YOU OWN, RENT OR OCCUPY

LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
Schedule on File with Company	See Schedule on File with Company

CLASSIFICATION AND PREMIUM

LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
Schedule on file with Company	Governmental Subdivision-not state or fed Counties, Parishes Population>250,000	44113	Total Operating Expenses			\$66,342	Included
TOTAL PREMIUM (SUBJECT TO AUDIT)						\$ 66,342	
STATE SURCHARGES (if applicable)							
TOTAL DUE AT INCEPTION:						\$ 66,342	
AT EACH ANNIVERSARY							
(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)							
AUDIT PERIOD (IF APPLICABLE)	<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY			

ENDORSEMENTS

ENDORSEMENTS ATTACHED TO THIS POLICY:
See Attached Schedule of Forms and Endorsements

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
(Date)	(Authorized Representative)

SCHEDULE OF FORMS AND ENDORSEMENTS

SAFETY NATIONAL CASUALTY CORP
 ST. LOUIS, MO 63146
 (888) 995-5300

Policy Number	From	Policy Period To
GL 4059604	12/01/2020	12/01/2021
	12:01 A.M. Standard Time at the described location	

Named Insured and Address	Agent
CAPITAL AREA TRANSPORTATION AUTHORITY 4615 TRANTER STREET LANSING, MI 48910	VAN WYK RISK SOLUTIONS 150 OTTAWA AVE NW SUITE 1000 GRAND RAPIDS, MI 49503 Telephone:

Form Number	Form Title
PN 99 02 0209	Privacy Statement
CP 99 03 05 19	Commercial Policy Cover
CG 10 01 11 09	Commercial General Liability Declarations
IL 10 06 12 08	Schedule Of Forms And Endorsements
IL N 001 09 03	Fraud Statement
IL P 001 01 04	U.S. Treasury Dept's Office Of Foreign Assets Control
SNIL PN 001 21 0411	Michigan Disclosure Notice For Exempt Commercial Policy
SNGL 004 1111	Amended Definition Of Bodily Injury
SNGL 044 0514	Asbestos Exclusion
CG 21 70 01 15	Cap On Losses from Certified Acts of Terrorism
SNGL 012 1209	Co-Employee Exclusion Deleted
IL 10 05 12 08	Common Policy Change Endorsement
SNGL 053 0514	Deletion Of Premium Audit Condition
SNGL 022 1111	Designated Additional Insured
IL 09 85 12 20	Disclosure Pursuant To Terrorism Risk Insurance Act
SNGL 002 0908	ERISA Exclusion
SNGL 054 0514	Employee Benefits Liability Coverage With Self-Insured
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 07 05 14	Exclusion - Access or Disclosure of Confidential or Per
CG 21 35 10 01	Exclusion - Coverage C - Medical Payments
CG 22 50 04 13	Exclusion - Failure To Supply
CG 22 56 07 98	Exclusion - Injury To Volunteer Firefighters
CG 22 51 07 98	Exclusion - Law Enforcement Activities
CG 21 67 12 04	Fungi Or Bacteria Exclusion
CG 24 09 07 98	Governmental Subdivisions
SNGL 043 0514	Lead Contamination Exclusion
IL 00 21 09 08	Nuclear Energy Liability Exclusion End (Broad Form)
SNGL 024 1111	Self-Insured Retention Endorsement
CG 21 96 03 05	Silica Or Silica-Related Dust Exclusion
CG 21 55 09 99	Total Pollution Exclusion With A Hostile Fire Exception
SNGL 021 1111	Unintentional Failure To Disclose Hazards Or Occurrence
CG 01 68 11 20	Michigan Changes

SCHEDULE OF FORMS AND ENDORSEMENTS

SAFETY NATIONAL CASUALTY CORP
 ST. LOUIS, MO 63146
 (888) 995-5300

Policy Number	From	Policy Period To
GL 4059604	12/01/2020	12/01/2021
12:01 A.M. Standard Time at the described location		

Named Insured and Address	Agent
CAPITAL AREA TRANSPORTATION AUTHORITY 4615 TRANTER STREET LANSING, MI 48910	VAN WYK RISK SOLUTIONS 150 OTTAWA AVE NW SUITE 1000 GRAND RAPIDS, MI 49503 Telephone:

IL 02 86 04 17	Michigan Changes - Cancellation And Nonrenewal
IL 00 17 11 98	Common Policy Conditions
CG 00 01 04 13	Commercial General Liability Coverage Form

ANNIVERSARY DECLARATIONS – SPECIFIC AND AGGREGATE EXCESS AGC4062744

- Item 1. **Employer:** CAPITAL AREA TRANSPORTATION AUTHORITY
Address: 4615 TRANTER STREET, LANSING, MI 48910
- Item 2. **This Agreement covers all business operations of the EMPLOYER as a Self-Insurer in the following State(s):**
MICHIGAN
- Item 3. **Effective Date: 12:01 A.M.** March 01, 2020
- Item 4. **Anniversary Date: 12:01 A.M.** March 01, 2022
- Item 5. **The Service Company shall be** COMPONE ADMINISTRATORS, INC.

Item 6. CLASSIFICATIONS OF OPERATIONS	Code Number	Estimated Total Annual Remuneration/Manhours	Rate Per \$ 100 Remuneration/Manhours
See Attached			
		Total Estimated Manual Premium	\$ 544,794
		SNCC Experience Modification Factor	1.00
		Total Estimated Standard Premium	\$ 544,794

Specific Excess Insurance

- Item 7. **Self-Insured Retention Per Occurrence** \$ 500,000
- Item 8. (a) **Maximum Limit of Indemnity Per Occurrence** Statutory
(b) **Employers' Liability Maximum Limit of Indemnity Per Occurrence** \$ 2,000,000

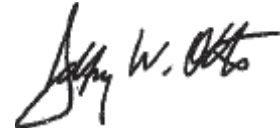
Aggregate Excess Insurance

- Item 9. **Loss Fund Percentage** 265.00 %
- Item 10. **Minimum Loss Fund for the Liability Period** \$ 2,887,408
- Item 11. **Maximum Limit of Indemnity of the CORPORATION for the Liability Period** \$ 5,000,000

Other Terms

- Item 12. **Premium Rate** 11.434 % of Annual Standard Premium
- Item 13. **Minimum Premium for the Liability Period** \$ 118,355
- Item 14. **Deposit Premium for the Payroll Reporting Period** \$ 62,292
- Item 15. **Payroll Reporting Period** March 01, 2021 through March 01, 2022
- Item 16. **Endorsements** See Endorsement Schedule

Signed at St. Louis, Missouri on February 24, 2021



Secretary

Countersigned this day of
By: N/A

The Cincinnati Insurance Company

A Stock Insurance Company

CINCINNATI CYBER DEFENSE™ COVERAGE PART DECLARATIONS

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, AND DEFENSE COSTS WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR DEFENSE COSTS OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

Policy Number: **EMN 059 71 73**

Coverage Part Annual Aggregate Limit of Insurance:	\$ <u>2,000,000</u>	
Insuring Agreement A - Response Expense Limit of Insurance:	\$ <u>2,000,000</u>	in the aggregate
Reputational Harm Period of Indemnification	<u>30</u>	Days of Indemnity
Insuring Agreement B - Computer Attack Limit of Insurance:	\$ <u>2,000,000</u>	in the aggregate
Insuring Agreement C - Loss of Business Income Limit of Insurance	\$ <u>2,000,000</u>	in the aggregate
Computer Attack	<u>180</u>	Days of Indemnity
System Failure	<u>60</u>	Days of Indemnity
Extended Recovery Period	<u>30</u>	Days of Indemnity
Insuring Agreement D - Cyber Extortion Limit of Insurance:	\$ <u>2,000,000</u>	in the aggregate
Insuring Agreement E - Identity Recovery Limit of Insurance:	\$ <u>25,000</u>	in the aggregate
Lost Wages and Child and Elder Care Sublimit	\$ <u>5,000</u>	
Mental Health Counseling Sublimit	\$ <u>1,000</u>	
Miscellaneous Unnamed Costs Sublimit	\$ <u>1,000</u>	
Insuring Agreement F - Data Compromise Liability Limit of Insurance:	\$ <u>2,000,000</u>	in the aggregate
Insuring Agreement G - Network Security Liability Limit of Insurance:	\$ <u>2,000,000</u>	in the aggregate
Insuring Agreement H - Media Liability Limit of Insurance:	\$ <u>2,000,000</u>	in the aggregate
	\$ <u>25,000</u>	each claim under Insuring Agreement A - Response Expenses
	\$ <u>25,000</u>	each claim under Insuring Agreement B - Computer Attack
Deductibles/ Waiting Periods:	<u>10</u>	Hours for each Computer Attack claim or
	<u>10</u>	Hours for each System Failure claim under Insuring Agreement C - Loss of Business Income

\$ <u>25,000</u>	each claim under Insuring Agreement D - Cyber Extortion
\$ <u>250</u>	each claim under Insuring Agreement E - Identity Recovery
\$ <u>25,000</u>	each claim under Insuring Agreement F - Data Compromise Liability
\$ <u>25,000</u>	each claim under Insuring Agreement G - Network Security Liability
\$ <u>25,000</u>	each claim under Insuring Agreement H - Media Liability

Retroactive Date:	<u>N/A</u>
Prior or Pending Date:	<u>12-01-2018</u>
Continuity Date:	<u>12-01-2018</u>

Forms and endorsements applicable to this coverage part:
ML104 01/20 CINCINNATI CYBER DEFENSE™ COVERAGE FORM

12-01-2020 14:20

Form Number
POEPCM 0416

Form Title
Public Officials And Employment Practices Liability
Coverage Form- Claims Made And Reported

Date

Authorized Signature

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146
(888) 995-5300

A STOCK COMPANY

COMMERCIAL POLICY



SECRETARY



PRESIDENT

THESE POLICY PROVISIONS WITH THE DECLARATIONS PAGE, COVERAGE FORM AND
ENDORSEMENTS, IF ANY, COMPLETE THIS POLICY.

BUSINESS AUTO DECLARATIONS

(x) THIS POLICY DOES NOT COVER COLLISION DAMAGE TO RENTAL VEHICLES.

() THIS POLICY DOES COVER COLLISION DAMAGE TO RENTAL VEHICLES.

SAFETY NATIONAL CASUALTY CORP
ST. LOUIS, MO 63146
(888) 995-5300

**BUSINESS AUTO
COVERAGE FORM DECLARATIONS**

	Policy Period	
Policy Number	From	To
CA 6675449	12/01/2020	12/01/2021 <small>12:01 A.M. Standard Time at the described location</small>
Previous Policy Number: CA 6675449		

ITEM ONE

Transaction

Renewal

Named Insured and Address	Agent
CAPITAL AREA TRANSPORTATION AUTHORITY 4615 TRANTER ST LANSING, MI 48910-3699	61811 VAN WYK RISK SOLUTIONS 150 OTTAWA AVE NW SUITE 1000 GRAND RAPIDS, MI 49503 Telephone:
Business Description Municipality	Type of Business Governmental Unit

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Premium shown is payable at inception:	\$342,913
Surcharges shown are payable at inception:	\$0
Total Due at inception:	\$342,913
Audit Period (If Applicable):	<input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

Endorsements Attached To This Policy:

See Schedule Of Forms And Endorsements

Countersigned:	By:
(Date)	(Authorized Representative)

The Cincinnati Insurance Company

A Stock Insurance Company

CRIME COVERAGE PART DECLARATIONS

Policy Number: **EMN 059 71 73**

Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.

Employee Benefit Plan(s) Included as Insureds:

ALL PLANS GOVERNED BY ERISA AND SPONSORED SOLELY BY THE NAMED INSURED AS OF THE EFFECTIVE DATE OF COVERAGE AND ANY SUCH PLAN ADDED DURING THE POLICY PERIOD.

Insuring Agreements	Limit of Insurance	Deductible Amount
A. Employee Theft	\$1,000,000	\$25,000
B. Forgery or Alteration	\$1,000,000	\$25,000
C. Inside the Premises	\$1,000,000	\$25,000
D. Outside the Premises	\$1,000,000	\$25,000
E. Computer Fraud	\$1,000,000	\$25,000
F. Funds Transfer Fraud	\$1,000,000	\$25,000
G. Money Orders and Counterfeit Money	\$1,000,000	\$25,000
H. Clients' Property	\$ NOT COVERED	\$ N/A
I. Claim Expense	\$25,000	\$0

Forms and endorsements applicable to this coverage part:

ML116 01/16 CRIME COVERAGE
ML201 05/16 SOCIAL ENGINEERING FRAUD
IA450A 11/87 TELEPHONE TOLL FRAUD
IA450B 11/87 PERSONAL ACCOUNTS COVERAGE

12-01-2020 14:20

CRIME COVERAGE

TABLE OF CONTENTS

Coverage Part Provision:	Begins on Page:
SECTION I - INSURING AGREEMENTS.....	2
SECTION II - DEFINITIONS.....	3
SECTION III - EXCLUSIONS.....	6
SECTION IV - LIMIT OF INSURANCE.....	9
SECTION V - DEDUCTIBLE.....	9
SECTION VI - CONDITIONS.....	9

Endorsement

Renewal

Effective Date : 08/01/2020
Policy Number : 9905-01-23
Policyholder : CAPITAL AREA TRANSPORTATION
AUTHORITY
Policy Period : 08/01/2020 to 08/01/2023
Name of Company : **FEDERAL INSURANCE COMPANY**
Issue Date : 07/31/2020

It is agreed that the Policy is amended as follows:

In consideration of the payment of premium of \$3,750, this Policy is renewed for a further period of 36 months beginning at 12:01 AM on 8/1/2020 and ending at 12:01 AM on 8/1/2023 standard time at the **Policyholder's** address as shown in the Insuring Agreement.

All other terms and conditions of the policy remain unchanged.



Authorized Representative

44225

44225 - CAPITAL AREA TRANSPORTATION AUTHORITY

Policy Prefix Description	Policy	Policy Effective Date	Losses on Policy	Number of Claims	Number of Open Claims	Number of Closed Claims	Loss Paid	Loss Reserve	Loss Incurred	Expense Paid	Expense Reserve	Salv/Subro Recovered
PUBLIC TRANS - DEDUCTIBLE	TD-69	12/1/2015	Yes	111	0	111	\$256,985.31	\$0.00	\$256,985.31	\$102,711.76	\$200.00	\$0.00
	TD-69	12/1/2016	Yes	56	1	55	\$59,245.25	\$100,000.00	\$159,245.25	\$40,834.98	\$16,626.23	\$0.00
	TD-69	12/1/2017	Yes	66	6	60	\$826,066.04	\$243,268.04	\$1,069,334.08	\$252,230.93	\$56,039.18	\$0.00
PUBLIC TRANS - DEDUCTIBLE				233	7	226	\$1,142,296.60	\$343,268.04	\$1,485,564.64	\$395,777.67	\$72,865.41	\$0.00
CAPITAL AREA TRANSPORTATION AUTHORITY				233	7	226	\$1,142,296.60	\$343,268.04	\$1,485,564.64	\$395,777.67	\$72,865.41	\$0.00

 **Claims and Losses History**

Account Name:

CAPITAL AREA TRANSPORTATION

Account Number:

0056502099

Search Request Criteria: ALL

Report Run Date: 10/01/2021

Loss Evaluation Date: 09/29/2021



The Hanover Insurance Company
440 Lincoln Street, Worcester, MA 01653

hanover.com
The Agency Place (TAP)—<https://tap.hanover.com>

The information contained in this Loss Run report may include protected customer or consumer information and is proprietary and confidential material of The Hanover. The information is provided to customer/insured and Agent of Record solely for Loss Run and claims reviews and management purposes only. In accordance with The Hanover customer/consumer information protection practices and procedures and the requirements of applicable privacy laws, you agree to protect the information and not to disclose it to others or use it for any purpose other than the stated purpose for which it was provided. The Loss Run report or any information contained therein are not to be distributed without The Hanover's written consent or permission.

CPP

	EFFECTIVE	EXPIRATION	CLAIMS	PAID	OUTSTANDING	ALAE PAID	ALAE RESERVE	RECOVERIES	INCURRED +ALAE
ZHH 9663820 03	08/01/2014	06/15/2015	1	\$10,106	\$0	\$645	\$0	\$0	\$10,751
ZHH 9663820 02	08/01/2013	08/01/2014	0	\$0	\$0	\$0	\$0	\$0	\$0
ZHH 9663820 01	08/01/2013	08/01/2013	0	\$0	\$0	\$0	\$0	\$0	\$0
Z7H 9663820 00	08/01/2012	08/01/2013	0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL			1	\$10,106	\$0	\$645	\$0	\$0	\$10,751

Auto

	EFFECTIVE	EXPIRATION	CLAIMS	PAID	OUTSTANDING	ALAE PAID	ALAE RESERVE	RECOVERIES	INCURRED +ALAE
AHH 7221146 27	08/01/2014	08/01/2015	1	\$50,370	\$0	\$1,079	\$0	\$0	\$51,449
AHH 7221146 26	08/01/2013	08/01/2014	1	\$50,954	\$0	\$0	\$0	\$0	\$50,954
AHH 7221146 25	08/01/2012	08/01/2013	2	\$8,165	\$0	\$0	\$0	\$0	\$8,165
AHH 7221146 24	08/01/2011	08/01/2012	0	\$0	\$0	\$0	\$0	\$0	\$0
AHH 7221146 23	08/01/2010	08/01/2011	0	\$0	\$0	\$0	\$0	\$0	\$0
AHH 7221146 22	08/01/2009	08/01/2010	1	\$0	\$0	\$0	\$0	\$0	\$0
AHH 7221146 21	08/01/2008	08/01/2009	0	\$0	\$0	\$0	\$0	\$0	\$0
AHH 7221146 20	08/01/2007	08/01/2008	0	\$0	\$0	\$0	\$0	\$0	\$0
AHH 7221146 19	08/01/2006	08/01/2007	0	\$0	\$0	\$0	\$0	\$0	\$0
AHH 7221146 18	08/01/2005	08/01/2006	0	\$0	\$0	\$0	\$0	\$0	\$0
AHH 7221146 17	07/01/2005	08/01/2005	0	\$0	\$0	\$0	\$0	\$0	\$0



Account Summary by Policy Type

Account Name: CAPITAL AREA
 TRANSPORTATION
 Account Number: 0056502099

	EFFECTIVE	EXPIRATION	CLAIMS	PAID	OUTSTANDING	ALAE PAID	ALAE RESERVE	RECOVERIES	INCURRED +ALAE
AHH 7221146 16	07/01/2004	07/01/2005	2	\$58,174	\$0	\$1,003	\$0	\$0	\$59,177
TOTAL			7	\$167,663	\$0	\$2,082	\$0	\$0	\$169,745

Marine

	EFFECTIVE	EXPIRATION	CLAIMS	PAID	OUTSTANDING	ALAE PAID	ALAE RESERVE	RECOVERIES	INCURRED +ALAE
IHH A419028 00	09/12/2014	09/12/2015	0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL			0	\$0	\$0	\$0	\$0	\$0	\$0

ACCOUNT TOTAL			8	\$177,769	\$0	\$2,727	\$0	\$0	\$180,496
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The information contained in the Loss Run Report may not be current and is provided without The Hanover's acceptance of any coverage obligation for a claim. The information is not intended in any manner as confirmation of The Hanover's acceptance of coverage for a claim. The Outstanding Reserves or ALAE Reserves amounts in the Loss Run Report are not to be construed as The Hanover's acceptance of coverage for a claim nor is the amount intended as a determination of The Hanover's coverage obligation for the claim. ALAE Reserves are not included in Outstanding amounts but are included in Incurred + ALAE amounts. The Recoveries figure represents the amount of dollars recovered through salvage, subrogation and/or deductible on a policy. Please contact your Hanover Underwriter for information on Open Claims.

CPP

POLICY #	CLAIMS #	EFFECTIVE	EXPIRATION	DATE OF LOSS	DATE REPORTED	OUTSTANDING	PAID	ALAE RESERVE	ALAE PAID	RECOVERIES	INCURRED + ALAE	SUBROGATION	STATUS
ZHH 9663820 03	15-00418396	08/01/2014	06/15/2015	10/02/2014	10/03/2014	\$0	\$10,106	\$0	\$645	\$0	\$10,751	\$0	Closed

Loss Explanation: Lightning

Claimant: CAPITAL AREA TRANSPORTATION

Loss Loc: 4615 And 4505 Tranter Street, Lansing, MI-48910,

Desc: Lightning Strike caused radio system to go down.

CPP

	EFFECTIVE	EXPIRATION	CLAIMS	PAID	OUTSTANDING	ALAE PAID	ALAE RESERVE	RECOVERIES	INCURRED
	08/01/2014	06/15/2015	1	\$10,106	\$0	\$645	\$645	\$0	\$10,751
ACCOUNT TOTAL FOR CPP			1	\$10,106	\$0	\$645	\$0	\$0	\$10,751



▶ Claims Detail

Account Name: CAPITAL AREA TRANSPORTATION
Account Number: 0056502099

Auto

POLICY #	CLAIMS #	EFFECTIVE	EXPIRATION	DATE OF LOSS	DATE REPORTED	OUTSTANDING	PAID	ALAE RESERVE	ALAE PAID	RECOVERIES	INCURRED + ALAE	SUBROGATION	STATUS
AHH 7221146 27	15-00554039	08/01/2014	08/01/2015	05/18/2015	05/20/2015	\$0	\$50,370	\$0	\$1,079	\$0	\$51,449	\$0	Closed

Loss Explanation: Partial Fire damage to vehicle

Driver:

Claimant: CAPITAL AREA TRANSPORTATION, A

Loss Loc: 4615 Tranter St, Lansing, MI-48910, United States

Desc: IV engine caught on fire.

Auto

EFFECTIVE	EXPIRATION	CLAIMS	PAID	OUTSTANDING	ALAE PAID	ALAE RESERVE	RECOVERIES	INCURRED
08/01/2014	08/01/2015	1	\$50,370	\$0	\$1,079	\$0	\$0	\$51,449



Claims Detail

Account Name: CAPITAL AREA TRANSPORTATION
 Account Number: 0056502099

Auto

POLICY #	CLAIMS #	EFFECTIVE	EXPIRATION	DATE OF LOSS	DATE REPORTED	OUTSTANDING	PAID	ALAE RESERVE	ALAE PAID	RECOVERIES	INCURRED + ALAE	SUBROGATION	STATUS
AHH 7221146 26	15-00181505	08/01/2013	08/01/2014	09/30/2013	10/01/2013	\$0	\$50,954	\$0	\$0	\$0	\$50,954	\$0	Closed

Loss Explanation: Rear End Accident

Driver:

Claimant: CAPITAL AREA TRANSPORT

Loss Loc: Marsh Rd, Haslett, MI-48840, United States

Desc: OV R/E IV

Auto

EFFECTIVE	EXPIRATION	CLAIMS	PAID	OUTSTANDING	ALAE PAID	ALAE RESERVE	RECOVERIES	INCURRED
08/01/2013	08/01/2014	1	\$50,954	\$0	\$0	\$0	\$0	\$50,954

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Auto

POLICY #	CLAIMS #	EFFECTIVE	EXPIRATION	DATE OF LOSS	DATE REPORTED	OUTSTANDING	PAID	ALAE RESERVE	ALAE PAID	RECOVERIES	INCURRED + ALAE	SUBROGATION	STATUS
AHH 7221146 25	15-00015589	08/01/2012	08/01/2013	01/14/2013	01/15/2013	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Closed

Loss Explanation: Theft of entire vehicle

Driver:

Claimant: COMERICA LEASING CORPORATION

Loss Loc: Grand Avenue, Lansing, MI-48933,

Desc: IV stolen from their Grand Avenue bus station, 2007 Chevy Uplander, Insured vehicle #V54. \$5000ded. City of Lansing Police.

AHH 7221146 25	15-00130031	08/01/2012	08/01/2013	01/29/2013	07/09/2013	\$0	\$8,165	\$0	\$0	\$0	\$8,165	\$0	Closed
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Loss Explanation: Lane Change Accident

Driver:

Claimant: CAPITAL AREA TRANSPORT AUTH

Loss Loc: I496, Lansing, MI-00000,

Desc: Insured's supervisor involved in accident on i-496 in lansing, ov was fatailty lansing city police

Auto

EFFECTIVE	EXPIRATION	CLAIMS	PAID	OUTSTANDING	ALAE PAID	ALAE RESERVE	RECOVERIES	INCURRED
08/01/2012	08/01/2013	2	\$8,165	\$0	\$0	\$0	\$0	\$8,165



Claims Detail

Account Name: CAPITAL AREA TRANSPORTATION
 Account Number: 0056502099

Auto

POLICY #	CLAIMS #	EFFECTIVE	EXPIRATION	DATE OF LOSS	DATE REPORTED	OUTSTANDING	PAID	ALAE RESERVE	ALAE PAID	RECOVERIES	INCURRED + ALAE	SUBROGATION	STATUS
AHH 7221146 22	14-00391730	08/01/2009	08/01/2010	05/14/2010	05/14/2010	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Closed

Loss Explanation: Partial Fire damage to vehicle

Driver:

Claimant: CAPITAL AREA TRANSP AUTHORITY

Loss Loc: 4615 Tranter St, Lansing, MI-48910, United States

Desc: Bus # 507, 1996 Flyer Coach, Vin# 2FYD2LL00TU016786 caught on fire on Insured's lot this morning. 5000ded

Auto

EFFECTIVE	EXPIRATION	CLAIMS	PAID	OUTSTANDING	ALAE PAID	ALAE RESERVE	RECOVERIES	INCURRED
08/01/2009	08/01/2010	1	\$0	\$0	\$0	\$0	\$0	\$0

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Claims Detail

Account Name: CAPITAL AREA TRANSPORTATION
 Account Number: 0056502099

Auto

POLICY #	CLAIMS #	EFFECTIVE	EXPIRATION	DATE OF LOSS	DATE REPORTED	OUTSTANDING	PAID	ALAE RESERVE	ALAE PAID	RECOVERIES	INCURRED + ALAE	SUBROGATION	STATUS
AHH 7221146 16	29-00136476	07/01/2004	07/01/2005	07/20/2004	07/21/2004	\$0	\$54,611	\$0	\$1,003	\$0	\$55,614	\$0	Closed

Loss Explanation: ZZ Invalid Ref Code

Driver:

Claimant: CAPITAL AREA TRANSP AUTHORITY

Loss Loc:

Desc: FIRE

AHH 7221146 16	29-00157570	07/01/2004	07/01/2005	10/07/2004	10/14/2004	\$0	\$3,563	\$0	\$0	\$0	\$3,563	\$0	Closed
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Loss Explanation: ZZ Invalid Ref Code

Driver:

Claimant: CAPITAL AREA TRANSP AUTHORITY

Loss Loc:

Desc: OV REARENDED IV

Auto

	EFFECTIVE	EXPIRATION	CLAIMS	PAID	OUTSTANDING	ALAE PAID	ALAE RESERVE	RECOVERIES	INCURRED
	07/01/2004	07/01/2005	2	\$58,174	\$0	\$1,003	\$0	\$0	\$59,177
ACCOUNT TOTAL FOR AUTO			7	\$167,663	\$0	\$2,082	\$0	\$0	\$169,745

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