



Capital Area Transportation Authority

MICROTRANSIT

Request for Proposal – Project # 2023-149

SCHEDULE OF ACTIVITIES

RFP Released:	September 20, 2023
Written Questions Due to CATA:	October 4, 2023 @ 11:00 A.M. Eastern Time
CATA's Responses to Questions Released:	October 20, 2023
Electronic Submission via email of Proposals and Due Date: <i>(See Section I-J Proposal for further instructions)</i>	Electronic Submission via email by 11:00 A.M. Eastern Time on November 13, 2023
Oral Presentation(s): (if required)	Scheduled the day of January 4, 2024 or January 5, 2024
Anticipated Award Date:	February 2024

Released on: September 20, 2023

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Capital Area Transportation Authority

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SECTION I: PROCUREMENT PROCESS

I-A Issuing Office

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

All communications regarding this project during the procurement process must be emailed to CATA’s Purchasing & Contracts Department:

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

I-B Project Management

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

Mr. Dustin Hagfors
Director of Planning and Development
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 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 April 2024, and continue for a two (2) year period; CATA shall thereafter have one (1), one-year (1) option 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.

"All materials and documents submitted by the proposer in response to this RFP shall become the property of the CATA and shall not be returned. As CATA is a public entity, this information may be subject to disclosure to third parties. CATA cannot and will not treat any materials submitted as confidential, even if it is marked as such. Proposers will not be provided with notice prior to disclosure to third parties."

All bidders should submit their proposal via email to nwilson@cata.org, and the subject line must state:

- i. PROPOSAL SUBMISSION – RFP 2023-149, Microtransit
PRIOR TO SUBMITTING, please ensure you have all the required documents attached in Word, Excel, or Adobe Acrobat format ONLY.
 1. Failure to attach the required documents will cause your submission to be declared NON-RESPONSIVE.
 2. BIDDERS are still required to complete and submit the proposal forms as specified in the solicitation.

- ii. Do not copy any other CATA employee on the email of your Electronic Submission, as we want to ensure that the integrity of the process is maintained.
- iii. Emails sent to other email addresses may be considered NON-RESPONSIVE and not considered during the proposal review.
 - a. All emails must be received by 11:00 A.M. Eastern Time on Monday, November 13, 2023. Emails received at 11:01 A.M. Eastern Time or later, will be considered late submissions and deemed NON-RESPONSIVE.
 - b. CATA email accepts up to 50MB, it is the vendor's responsibility to ensure that their proposal do not exceed 50MB.
 - c. Vendors will receive an email confirmation from CATA that their proposal has been received.
 - d. Please note, this is NOT a permanent policy change and electronic submissions will not be accepted unless expressly directed within the Specified Solicitation by CATA.
 - e. Ensure you have Up-To-Date Information Regarding this Solicitation; Please visit www.cata.org.

I-K Proposal Requirements

Proposing firms/organizations shall include a detailed proposal. Emphasis should be on completeness and clarity of content.

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 be signed by the individual who is authorized to negotiate and execute a contract on behalf of the proposing firm/organization.

Price

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

Qualifications of firm/organization

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

References

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

I-L Acceptance of Proposal Content

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

I-M Economy of Presentation

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

I-N Primary Contractor Responsibilities

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

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

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

I-O Other Duties Assigned by CATA

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

I-P Selection Criteria

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

1. Project understanding and approach
 - The proposal should demonstrate an understanding of the work to be completed.
 - Proposal should thoroughly discuss the software package.
 - Proposal should be able to explain how they would approach the turnkey microtransit service.
 - Provide an estimated lead time on how long it will take to start a turnkey microtransit service.
2. Price/Cost
 - The pricing form shall include all prices for services provided.
 - The pricing form is completed accurately.
3. Qualifications of the Firm/Organization and Staff
 - The proposal must include a narrative description of the responding organization.
 - The proposal must include the Contractor's general qualifications.
 - The proposal must include the Contractor's length of time in business.
 - The proposal must include the resumes of key individuals from the responding organization to be assigned to CATA.
4. Experience of the Firm with Similar Projects
 - The proposal lists three (3) company references that illustrate the Contractor's past record of performance on similar projects.
 - The proposal demonstrates relevant experience and expertise as stated in the scope of work.
5. Completeness and Responsiveness of Proposal to RFP
 - Proposer has met all submittal requirements.
 - The proposal is thorough and easily understandable.

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.

Each Contractor should make every effort to include Disadvantaged Business Enterprises (DBE) in this project. CATA has a Disadvantaged Business Enterprise goal of 1.28%.

I-Q Oral Presentation

Respondents may be required to make oral presentations of their proposals. These presentations provide an opportunity for the respondent to clarify the proposals through mutual discussion. This is not a time to simply review the contents of the proposal but to present to CATA your approach to this project and the uniqueness of the respondent's team in meeting the requirements of this RFP. Key members of the respondent's project team, including a representative from each subcontractor, must be part of the presentation. If held, the presentations will be on the date indicated on the cover of this RFP. A maximum of 30 minutes will be allowed for each presentation, followed by 30 minutes for questions and answers (timing and duration to be determined by CATA). If a presentation is required, the vendor shall be responsible for all related costs, including travel, meals, lodging, etc.

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 bus operators, Customer Experience Representatives and Paratransit Schedulers 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 public transit services on the campus of Michigan State University, and to and from Lansing School District high schools.

CATA has grown from seven fixed routes and 732,609 trips in 1972 – the year it was founded – to 33 fixed routes and nearly 11.4 million trips in fiscal 2019. In fiscal 2020, CATA delivered 7.3 million trips – a direct result of the coronavirus outbreak in our region. As the pandemic reached its height in fiscal 2021, CATA's ridership fell to 3 million trips. With the relaxation of COVID-19 executive and emergency orders in fiscal 2021, CATA saw a corresponding increase in ridership, recording 5.4 million trips systemwide.

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 transportation network companies (Uber, Lyft and taxicab 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

SCOPE OF WORK/TECHNICAL SPECIFICATIONS AND OBJECTIVE

The Capital Area Transportation Authority (CATA) requests proposals from qualified service providers to design, operate, and iterate three microtransit service pilots across metropolitan Lansing, Michigan. The goal of these pilots is to provide better service for CATA customers and to understand how microtransit pilot services are included in CATA's overall service plan. CATA has identified three pilot project zones: MSU/Airport Zone, Downtown Lansing Zone, and Delta Zone. The anticipated pilots are to begin April 2024. CATA has also identified three "Redi-Ride" zones to upgrade to microtransit through the addition of a software package. The contract period is for two years with one year renewal option to be exercised at CATA's discretion. See Part A for Microtransit Service Pilots Scope of Work.

Vendor shall provide detailed information and proposed solutions (technical proposal) for three microtransit service pilots and a software package to upgrade three existing service areas as stated in Part A. Proposal Submission Requirements must include but are not limited to the list below:

- Vendor must provide a letter introducing the company and highlighting how it will meet CATA's requirements.
- Vendor must provide qualifications to provide microtransit services and detail strategy for implementation.
- Vendor must describe the company's history, resources, current operations, and personnel (include experience) that will be assigned to CATA.
- Vendor must describe the business software capabilities.
- Vendor must provide a phased project plan and milestones for how it will deploy the microtransit services.

- Vendor must detail its service plan including vehicles on shift, hours of operation, vehicle capacity, ADA compliance, and other specifications on Part A.
- Briefly describe the company's quality assurance process and procedures.
- Provide sample reports as stated in Part A.
- Provide sample invoice and itemized billing and describe billing process features.
- Provide sample company agreement.
- Subcontractors are permitted. Provide the subcontractor's name, address, contact person, phone number, email address, and description of service the subcontract will provide.

PART A MICROTRANSIT SERVICE PILOTS – SCOPE OF WORK

GENERAL OVERVIEW

The Capital Area Transportation Authority (CATA) requests proposals from qualified service providers to design, operate, and iterate three microtransit service pilots in metropolitan Lansing, Michigan as well as providing software to upgrade three existing transit zones operated by CATA into microtransit zones. Multidisciplinary teams are encouraged, but not necessary, to address the multitude of services envisioned by CATA. The RFP is designed to encourage flexibility and innovation and aims to solicit proposals from a broad pool of qualified service providers. Bidder feedback is desired and highly encouraged to develop and implement cost effective and productive microtransit pilots which meet CATA's goals and objectives. CATA expects to award this procurement to a single vendor. Vendors not capable of providing all pilot operations are encouraged to partner with subcontractors to propose a complete solution.

- Project Budget:
 - CATA has identified funding for three pilot project zones, software for three existing zones operated by CATA, additional potential zones, marketing and communication expenses, and project contingency
- Pilot stakeholders by Zone
 - MSU/Airport Zone
 - Michigan State University
 - City of East Lansing
 - Capital Region Airport Authority
 - Downtown Lansing Zone
 - City of Lansing
 - State of Michigan
 - Lansing Center
 - Delta Zone
 - Delta Township
 - General Motors – Lansing Delta Assembly
 - Ultium Cells LLC
 - The Marketplace at Delta Township
 - Lansing Community College West Campus
 - Amazon Distribution Center
 - Meijer Distribution Center

PROJECT GOALS

CATA's primary goal is to provide better service for CATA customers and to understand how microtransit services should be included in its overall service plan. To make this decision, CATA must understand how and if microtransit improves mobility for communities, provides an enhanced customer experience, and meets operational and economic requirements as described within this RFP and to be determined upon project scoping.

GENERAL PROJECT DESCRIPTION

Founded in 1972, the Capital Area Transportation Authority (CATA) is a public transit authority that operates public transportation bus and paratransit services across metropolitan Lansing, Michigan.

CATA offers five different types of Fixed Routes:

- Lansing Area Routes: Operates around Greater Lansing with connections to the CATA Transportation Center (CTC) in downtown Lansing

- East Side Routes: Operates in East Lansing, Okemos/Meridian Township, Haslett, and southeast Lansing with connections to the Michigan State University CATA Transportation Center (MSUCTC) in East Lansing
- Michigan State University Campus Routes: Operates on the Michigan State University (MSU) campus during fall and spring semesters
- Limited Routes: Operates from Mason, Williamston, and Webberville with limited stop service to/from downtown Lansing during weekday morning and afternoon rush hours
- Community Event Routes: Operates during annual events and festivals in Greater Lansing as an affordable and convenient service

CATA offers a variety of advance-reservation, curb-to-curb services that will take riders to their destinations:

- Connector is a service connecting Williamston & Webberville to Okemos/Meridian Township and Mason to Lansing via an advanced reservation that also allows for deviations within certain city limits
- Redi-Ride is an advance reservation, curb-to-curb service that operates Monday through Saturday in Mason, Holt/Delhi Township, and Okemos/Meridian Township
- Spec-Tran is CATA's Americans with Disabilities Act (ADA) complementary service that is available within Lansing, East Lansing, Lansing Township, Holt/Delhi Township, Okemos/Meridian Township, and Delta Township
- CATA Rural Service connects outlying areas in Ingham County with other CATA services through connections at Meijer in Mason or Meridian Mall in Okemos/Meridian Township
- MSU Lot Link & MSU Night Owl are curb-to-curb services offered on MSU's campus
- Shopping Bus is available to many senior housing complexes to allow for grocery shopping opportunities for the senior population in CATA's service area

PROJECT BUDGET

CATA has identified funding for three pilot project zones, software for three existing zones operated by CATA, additional potential zones, marketing and communication expenses, and project contingency. Proposals should include the ability to add additional resources to respond to medium or high demand and to ensure the service quality can be frequent and reliable. In addition, the proposal should include the option to add additional microtransit zones during the contract period using additional resources. Revenue and expenditure operating budgets along with any capital investment must be presented in this RFP for any new microtransit zones proposed over the three original areas designated within this RFP already.

CONTRACT SCHEDULE

The proposal should specify the anticipated final design and ramp-up periods ahead of the service launch date. The anticipated pilot start date is April 2024. Given the evaluation of the initial two (2) year period from the pilot start date, CATA may extend the period of performance up to one (1) year in alignment with CATA Service Change schedule. CATA makes five to eight major service changes each year. Any significant changes to Fixed Route or route deviations in the region would align with the microtransit service and future service changes. CATA may need to allow 60 days for public hearing process prior to pilot launch date.

EXPLANATION OF THE PRICE

Contract pricing is based on CATA institutional knowledge and feedback from other agencies on similar pilot projects.

SCOPE OF WORK

The scope of work is to design and operate three on demand microtransit pilots as well as provide software for three existing zones operated by CATA. Vendor shall provide all necessary software, reports, personnel, and vehicles to operate the turnkey pilots.

PILOT ZONES

Three initial microtransit zones are proposed to link existing CATA services to destinations not currently served by frequent Fixed Route service, if any at all. The goal is to improve accessibility to jobs and the Capital Regional International Airport as well as improving first/last mile connections in Downtown Lansing.

The three pilot zones, which cover a total of approximately 13.81 square miles, are:

- MSU/Airport (2.72 square miles, not including point-of-interest at airport)
- Downtown Lansing (1.19 square miles)
- Delta (9.9 square miles)

Zone #1 – MSU/Airport

The MSU/Airport zone is a point-of-interest (POI) based zone connecting Michigan State University (MSU) to the Capital Region International Airport. This zone covers all of MSU's campus and will connect passengers to the airport. One of CATA's transit hubs is located within this zone.

Zone #2 – Downtown Lansing

The Downtown Lansing zone improves first/last mile connections to the CATA Transportation Center (CTC) in Downtown Lansing which connects riders to most Lansing area routes. Downtown Lansing is one of the densest parts of the region, but many find it difficult to walk to transit, especially during colder winter months.

Zone #3 – Delta

The Delta zone connects the end of Route 3 at The Marketplace at Delta Township and the end of Route 12 at Lansing Community College West Campus to a plethora of employment centers to the south and west, centered around the General Motors Lansing Delta Assembly Plant. There has been a lot of growth in jobs around that area and this zone will allow for accessing them via transit which is not currently available in the CATA network.

Potential Additional Zones

CATA would also like to add software to three existing zones operated in-house. As this project evolves, CATA would like to add additional microtransit zones throughout the service area. The proposal should anticipate and provide a solution for adding additional zones throughout the project lifecycle. These zones may be entirely turnkey or may just require the technology component to add to existing CATA operated service. Each proposed new zone would also include from the bidder an operating and capital budget (both revenues and expenses) for each zone.

DRAFT SERVICE DESIGN

Vendors are encouraged to provide comments, feedback, and recommendations for areas of improvement or design changes and cost efficiencies to best serve the customer. All service design parameters as described below are subject to change based upon CATA and vendor recommendations upon final pilot design, implementation, and subsequent pilot adjustments and refinements. CATA sees this microtransit pilot as an extension of and a complement to the agency's local service. This means that the pilot should provide a similar or better customer access and experience.

HOURS OF OPERATION

Operating days and hours in coordination with CATA Fixed Route service schedules:

- Monday – Sunday, 7-days per week
- 5AM – 11PM base level of service
- Adjusted service on recognized CATA holidays
- Ability to expand operating hours and days of operations

Bidders should account for any additional requirements or resources necessary to support the proposed microtransit zones and service parameters as described within this RFP.

PROJECTED DEMAND

CATA has received a lot of requests to try out these corresponding pilots from employers, economic development organizations, and the airport. It is expected that daily ridership will start out lower and grow with proper marketing. The goal is to have average wait time to be less than 15 minutes reflecting a higher frequency Fixed Route service.

PERSONNEL

The following criteria needs to be met for personnel:

- Provide all necessary personnel such as drivers, mechanics (or maintenance contracts), dispatch, administrative, and others to successfully operate the service
 - Contractor provided qualified drivers with good customer service skills and legally trained for safe vehicle operations
 - Contract to conduct appropriate background checks, drug and alcohol testing pursuant to 49 CFR Part 40 and 655, driving recording check, etc...
 - Contractor to provide all technical training and support

- Drivers must maintain a current valid driver license as required in accordance with Michigan law and have an audit process in place to ensure the licenses are not expired or suspended
- Drivers are not permitted to provide services without direct line-of-sight supervision until the staff receives training working with persons with disabilities, as documented by the vendor, and until the staff passes a background check
- Establish an anti-drug use and alcohol misuse program pursuant to 49 CFR Part 40 and 655
- An anti-drug use and alcohol misuse program shall include the following:
 - A statement describing the employer's policy on prohibited drug use and alcohol misuse in the workplace, including the consequences associated with prohibited drug use and alcohol misuse
 - This policy statement shall include all of the elements specified in §655.15
 - Each employer shall disseminate the policy consistent with the provisions of §655.16
 - An education and training program which meets the requirements of §655.14
 - A testing program which meets the requirements of this part and 49 CFR Part 40
- Procedures for referring a covered employee who has a verified positive drug test result or an alcohol concentration of 0.04 or greater to a Substance Abuse Professional, consistent with 49 CFR Part 40
- Drivers are familiar with and annually review, sign, and comply with CATA Policies and Code of Conduct (to be provided by CATA)
- Drivers are required to wear CATA determined uniforms that meet branding and professional standards

VEHICLES

The following criteria needs to be met for vehicles:

- Vendor supplied vehicles to meet ridership demand and service parameters, the exact number of vehicles required to be determined by the vendor
- Additional vehicles as required to meet increased service demand or expansion
- Ability to deploy Wheelchair Accessible Vehicles (WAV) as requested by any customer within the zones
- Vehicles to remain in a good state of repair and all maintenance to be managed by the vendor
- Review of all maintenance records for vehicles older than two years with vehicles not being older than five years
- Vehicles that can be wrapped and branded for the service

RIDE BOOKING

CATA requests that the vendor provide a consumer-facing smartphone application for a fully automated scheduling, dispatching, and reserving demand responsive transit service. It is also important to have a concierge service interface for CATA staff to book a trip on the behalf of a customer for customers who do not have or do not choose to use a smartphone. This service will allow for caretakers or Personal Care Attendants to book a trip for select customers with disabilities, as determined by CATA. CATA also requests the following:

- An intake system which is capable of intelligently pooling customer pick-ups and drop-offs
- Ability to integrate with CATA systems and applications
- Ability to transport minors traveling with or without an adult as per CATA policies
- Customer access to account and ride history for all booking platforms

TRIP CHARACTERISTICS

The following characteristics are desired for this service:

- Pooled rides of 1 to 6 passengers
- Maximum wait time for pickup: 20 minutes
- Average wait time for pickup: 15 minutes or less
- Percent of ride requests completed: 80% or higher
- Average walk distance to a stop: 0.10 miles
- Maximum walk distance to a stop: 0.25 miles
- Maximum total trip time from boarding to alighting: Customer experience is an acceptable alternative to driving a personal vehicle
- Equivalent service standards and pickup wait times for WAV requests

ROUTING

A dynamic routing algorithm able to combine trips that generates pick-up and drop-off locations as well as vehicle routing is required. CATA is looking for the ability to provide both door-to-door and stop-to-stop service for customers, understanding that requiring customers to walk certain distances to a stop is acceptable. The routing system should have the ability to add passengers to a route in progress while ensuring that customers should not experience a delay of more than 5 minutes from the time that they were originally quoted. Being able to integrate with existing CATA systems is a must.

PASSENGER PICK-UP AND DROP-OFF

Safety for all users is to be prioritized in all passenger pick-up and drop-off locations. This means that locations will be ADA accessible whenever possible and customers will be able to see exactly where their pick-up and drop-off location is (along with trip routing) within the smartphone app. Drivers can wait for a passenger for a maximum of 3 minutes before a ride is considered a “no-show” and customers should be able to communicate directly with the driver to coordinate pick-up to ensure limited “no-shows”. Coordinated connections with CATA Fixed Route and paratransit services is desired to enhance the overall service area.

FARE PAYMENT

The fare structure will be determined by CATA in all instances including tolls, surcharges, service and cancellation fees, customer tipping, and promotional fares. The minimum fare requirements that must be disclosed/delivered by a vendor under this RFP are:

- Outline customer payment infrastructure and process of a debit card/credit card customer payment
- Outline customer payment infrastructure and process of collection for a customer cash payment
- Outline customer payment infrastructure and process of collection of a CATA ticket or pass
- Outline payment method to CATA of all fare receipts collected (cash, credit, debit, ticket, pass) monthly by provider
- Ability to accept a monthly audit of all fares collected and rides delivered during the program
- Outline who is safekeeping and securing customer credit card information, if applicable
- Alternatives to cash fare collection (CATA currently collects cash on all its local services and the agency is open to testing alternatives to cash collection for this pilot program)
- Show if the firm is insured for loss of fare revenue

CUSTOMER SERVICE

Contractor will need to provide a description of its Customer Service capabilities including responding to service/scheduling issues, payment/fare issues, and follow up with customer inquiries, complaints, and concerns.

VENDOR ADMINISTRATIVE OFFICES AND VEHICLE STORAGE FACILITIES

Approved vendor must have a physical location of a local operations office within Ingham, Eaton, or Clinton County. The storage, maintenance, fueling, and other facilities necessary to operate this service should also be located within those three counties.

INCIDENTALS

All incidentals such as insurance, fuel, repair, and maintenance necessary for successfully, legally, and safely operating the service is required.

REGULATIONS COMPLIANCE

Vendor must be compliant with Title VI and ADA regulations. Any other required items for legally and safely operating a transportation service within the State of Michigan and in accordance with federal regulations will also be necessary.

PLANS

The following plans are requested of the selected vendor:

- Standard operating procedures, safety, and evaluation plans
- A service implementation plan
- Employee Code of Conduct

ITERATIONS

The vendor shall work with CATA to be responsive to lessons learned through customer feedback in order to adjust aspects of the pilot as quickly as possible. As the service evolves, CATA desires to explore additional features guided by customer feedback such as:

- Integration with existing CATA trip planning applications
- Integration with CATA fare payment method (passes) and future mobile payment technology (currently in production)
- Ability to surge fleet if demand spikes with multiple ridesharing networks
- Integrations with future CATA systems and 3rd party software providers
- Other features to be determined as guided by CATA, vendor recommendations, and customer feedback

MARKETING

In collaboration with the CATA marketing staff, the selected vendor will partner with CATA's current agency of record or a locally based advertising/marketing firm to assist with the introduction of the new microtransit service as a part of the CATA family of services. The agency selected should have a good understanding of the region's perceptions of public transit and experience in creating brands for new services within an existing business. The local advertising/marketing firm will assist with the naming/strategy, logo creation, brand development, marketing materials, templates and style guides that come with the development of a new service marketing plan, marketing strategy, customer acquisition plan, and any marketing collateral materials. The CATA marketing staff will coordinate with its own CATA advertising agency of record to execute the marketing strategy, marketing plan, and customer acquisition plan in partnership with the selected vendor. The selected vendor shall collaborate in these efforts to ensure marketing material is on-brand, following best practices, and to share lessons learned from previous experience. The Authority's preference is to be a CATA branded service. The marketing plan shall be updated based on customer feedback.

METRICS

The contractor selected shall provide the following metrics to CATA in order to evaluate the pilots:

- Business Metrics:
 - Standard National Transit Database (NTD) data
 - Number of passengers per day, evaluated on a monthly basis, with ridership goals (to be discussed) after the first 6 months of service
 - Number of passengers per vehicle hour, evaluated on a monthly basis, with a goal of 3 to 4 passengers per vehicle per hour after the first 6 months of service
 - Number of unique users per month
 - Number of repeat users per month
 - Percent of shared rides with the goal being 25% or higher
 - Percentage of trips to/from transit hubs with the goal being 25% or higher
 - Use of various CATA fare products
 - Other business metrics relevant to CATA contracted services such as miles between accidents, miles between breakdowns, customer complaints, etc.
- Customer Metrics:
 - Average wait time as measured from the ride request to passenger pick-up with the goal being 15 minutes or less after the first six months of service
 - On-time performance as measured from the quoted pick-up time to the actual pick-up time with the goal being within 5 minutes or less
 - Percent of ride requests actually completed with a goal of 80% or higher
 - Percent of passengers rating the service at 4 or 5 stars on a 5-star scale, or similar metric, with a goal of 80% or higher
 - Equivalent service for customers requiring wheelchair accessible vehicles (WAVs)
 - Number of customer interviews per month
 - Number of observations per month
- Economic Metrics:
 - Cost per rider with an initial goal of at least 20% below CATA route deviation service cost per rider
 - Metric to be updated through quarterly iterations
 - Cost per vehicle hour with an initial goal of at least 20% below CATA route deviation service cost per rider
 - Metric to be updated through quarterly iterations

EVALUATION

Reporting on metrics should begin with a benchmarking of existing conditions prior to the pilot launch. Metrics should be collected monthly and reported to CATA on a regular basis including a monthly report for the first six months with a quarterly report throughout. Each quarterly report should include proposed changes and iterations for the next reporting period. The six-month evaluation will be the basis for deciding what significant changes need to be made to the program. At the end of the six-month period, the pilot will be evaluated by CATA based on the above metrics and additional learnings that arise during pilot operations. The one-year evaluation will be used to determine if the pilot zones should be made permanent or extended. It is anticipated that the evaluations would be presented to the CATA Directors Team. CATA reserves the right to bring on a 3rd party to assist with pilot evaluation at any time. Additionally, CATA seeks to understand the following regarding customer feedback, operational excellence, innovative business models, mandatory and optional service features, use cases, customer personas, and other topics. Additional hypotheses are to be developed such as:

- Can a microtransit service provide an enhanced customer experience for CATA riders within the service zone
- What do customers think of the microtransit service
- What are the primary reasons customers do and do not use the microtransit service
- Can a microtransit service improve ridership, cost, and productivity metrics within the service zone
- What customers and use cases are best served by microtransit
- What new business models are possible with microtransit
- Which operating model is best suited for a microtransit service:
 - Agency operated
 - Privately operated
 - Public-Private partnership
- What are the mandatory minimum required features for a microtransit service
- What secondary features does a microtransit service require
- What is the primary value proposition for microtransit customers

DATA

CATA desires full access and ultimate ownership of all data associated with the pilot to shape strategic planning efforts. The exact data requirements will be determined prior to project launch, but may be updated during iterations listed above. The vendor shall work with CATA to provide data via a report, dashboard, and/or API. Data shall be made publicly available in a manner that protects user privacy. Vendor shall notify CATA and customers of any data breach, privacy violations, and/or other incidents within thirty (30) days of event.

CATA PROVISIONS

The following list is a summary of what CATA may offer at no cost to support the launch and operations of the microtransit pilot program. It is assumed that the selected service provider would handle all other aspects.

- To help manage and scale the pilot:
 - Strategic program oversight
 - Pilot program budget
- To help promote the pilot:
 - Marketing support
 - Public sector engagement with local governments and non-profits
 - Private sector engagement with business partners, large employers, etc...
 - Public relations, community outreach, and communications support
 - Limited time discounts to encourage trial
- To help plan and operate the pilot:
 - Curb space at CATA transit hubs
 - Wayfinding signage at CATA transit hubs
 - Guidance on regulatory compliance
 - Guidance on service customers with disabilities
 - Dispatch support for Fixed Route and/or paratransit customers needing connections
 - Dispatch support for customers without smartphones
 - Safety and security oversight
 - Customer service and/or customer service support

TIMELINE

The initial pilot phase is 24 months with an anticipated start date in April 2024. This pilot should have the ability to incrementally extend the period of performance for up to an additional twelve (12) months. CATA understands that the chosen vendor will require time to mobilize once the contract is awarded.

SECTION III: COMPLIANCE REQUIREMENTS

III-A FTA and MDOT Required Clauses

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

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

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

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

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

III-B Disadvantaged Business Enterprises

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

III-C Compliance with Laws

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

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

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

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

III-D Ownership

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

III-E News Releases

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

III-F Audit and Inspection of Records

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

III-G Complaints or Protests

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

III-H Contractual Terms and Conditions

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

APPENDICES

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

APPENDIX A

CAPITAL AREA TRANSPORTATION AUTHORITY STANDARD TERMS AND CONDITIONS OF PROCUREMENT

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

1. **CHANGES.** CATA, at any time, by a written order, and without notice to the sureties, may make changes within the general scope of this contract, in (a) drawings, designs or specifications where the supplies to be furnished are specifically manufactured for CATA in accordance therewith; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that CATA, if it decides that the facts justify the action, may receive and act upon any such claim if asserted prior to dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
2. **TERMINATION FOR DEFAULT.** CATA, by written notice, may terminate the contract awarded on the basis of this proposal, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services, provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) the Contractor's failure to perform is without his control, fault or negligence, the termination shall be deemed to be a termination for convenience under the following Paragraph 3.
3. **TERMINATION FOR CONVENIENCE.** CATA, by written notice, may terminate the contract, awarded on the basis of this proposal, in whole or in part, when it determines it is in the best interest of CATA. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with its auditable cost incurred at the time of notification of termination. To the extent that the contract is for services and is so terminated, CATA shall be liable only for payment in accordance with the payment provisions of the contract for services rendered to the effective date of termination.
4. **ADDITIONAL INFORMATION.** The Contractor shall promptly furnish any additional information requested by CATA relative to the equipment it proposes.
5. **SUPPLIER RESPONSIBILITY.** No advantage shall be taken by the Contractor or its Subcontractor in the omission of any part or detail which goes to make the equipment complete and operable for use by CATA. In case of any variance, this specification shall overrule Contractor or Subcontractor specifications. The Contractor shall assume responsibility for all materials used whether the same is manufactured by the Contractor or purchased ready made from a source outside Contractor's company. In the case of the replacement of a Subcontractor, the Contractor must, within five (5) working days, notify CATA in writing of the replacement and provide name, address, telephone number, and the type of service.
6. **DELIVERY.** Service and/or equipment will be delivered to Capital Area Transportation Authority, 4615 Tranter Street, Lansing, Michigan 48910. The Authority will assume custody of all property at one of its other locations, if so directed, in writing by CATA. Invoices shall be furnished with the delivery of each item. CATA reserves the right to inspect all deliveries or services before acceptance.
7. **BREACH OF CONTRACT.** If the Contractor shall fail, refuse or neglect to comply with the terms of these contract conditions, such failure shall be deemed a total breach of contract. Contractor shall be subject to all legal remedies that CATA may have and CATA may recover, in addition to any damages or costs relating to failure to comply, its reasonable attorneys' fees resulting from Contractor's breach.
8. **DISPUTES (AFTER BID AWARD).** Except as otherwise provided in the contract, any dispute concerning a question of fact arising under the contract which is not disposed of by agreement between CATA and Contractor shall be decided by CATA's Program Manager in writing, with a copy mailed or otherwise furnished to the Contractor. The decision of CATA shall be final and conclusive unless within ten (10) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to CATA a written appeal addressed to CATA's Chief Executive Officer for the determination of such appeal, which shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of the dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with CATA's decision.
9. **DELIVERY EXTENSION AND DELAYS.** CATA reserves the right to extend, postpone or reschedule delivery in case the delivery of service equipment, under this contract, shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, as detailed in writing by the Contractor, the time of completion or a delivery shall be extended by a number of days to be determined in each instance by CATA.
10. **INSTALLATION.** If specified, the Contractor shall install and place in operation, subject to approval by CATA, the equipment at the Contractor's expense within thirty (30) days from issuance of a notice to install issued by CATA.
11. **INSTALLATION EXTENSION AND DELAYS.** CATA reserves the right to extend, postpone, or reschedule installation in case the installation of equipment under this contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason or

cause or circumstances beyond the control of the Contractor. The time of completion or installation shall be extended by a number of days to be determined in each instance by CATA.

12. ASSEMBLY. If required, the Contractor shall assemble the equipment at its expense prior to installation.
13. ACCESSORIES. The Contractor shall furnish, without additional cost, all accessories required to permit CATA to operate any equipment being provided.
14. TRAINING. The Contractor, without additional cost, shall properly train CATA personnel in the operation and maintenance of the equipment provided.
15. SERVICE MANUAL AND WIRING SCHEMATIC. If specified, the Contractor will provide at least one copy of a service manual and at least one copy of a wiring schematic for individual components and other schematics and drawings.
16. WARRANTY. The Contractor shall describe its policy or warranty(s) both on workmanship and material as applying to the equipment, along with the method or adjustment, and shall be further subject to warranty requirements of CATA as set forth in the following Paragraph 17.
17. CATA WARRANTY. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable warranties the Contractor gives any customer for such equipment and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to CATA by any other clause of this contract. The Contractor shall state the warranty and supply with its bid.
18. INSURANCE. The Contractor shall place and maintain with responsible insurance carriers the following insurance. The Contractor shall deliver to CATA, upon request, certificates of insurance which shall provide thirty (30) days' written notice to be given to CATA in the event of cancellation. Contractor shall require all Subcontractors to maintain adequate insurance coverage.
 - (a) Workers' Compensation and Employer's Liability Insurance.
 - (1) Workers' Compensation in compliance with the applicable state and federal laws.
 - (2) Employer's Liability. Limit \$1,000,000.
 - (b) Commercial General Liability Insurance, including Professional Liability, Blanket contractual, XCU Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence/claim, subject to a \$2,000,000 annual aggregate for Professional Liability, Completed Operations and Personal Injury other than Bodily Injury.
 - (c) Automobile Liability Insurance, including owned, hired and non-owned automobiles, Bodily Injury and Property Damage, to a combined single limit of \$1,000,000 each occurrence.
19. INDEMNIFICATION. In addition to the protection afforded by any policy of insurance, the Contractor agrees to indemnify, defend, and 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 performance of the contract.
 - (c) From any and all claims for injuries to or death of any and all persons or any damage to property claimed under any provision of the Michigan No Fault Act including, but not limited to personal protection insurance benefits, property damage, and/or "third party" negligence claims under MCL 500.3135 and for any attorney fees or related costs thereof.

CATA will not be subject to any obligations or liabilities by Subcontractors of the Contractor or their Subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

20. ACCEPTANCE OF MATERIAL - NO RELEASE. Unless CATA otherwise agrees in writing, acceptance of any portion of the material prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials or for failure to fully comply with all of the terms of this contract. CATA reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the contract requirements and specifications; provided, however, that CATA is under no duty to make such inspection and no inspection so made shall relieve Contractor from any obligation to furnish materials and workmanship in accordance with the contract requirements and specifications.
21. FINAL ACCEPTANCE. Upon final acceptance by CATA of all work to be performed by the Contractor, CATA will so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.
22. LIQUIDATED DAMAGES. If the Contractor fails to deliver the requirements by the date as set forth in the bid documents scheduled for delivery, CATA shall be paid damages for each consecutive calendar day thereafter until the goods are delivered, unless a completion date is extended by

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

- 23. NO ASSIGNMENT OF CONTRACT. Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.
- 24. DEFECTIVE WORKMANSHIP AND MATERIAL. When and as often as CATA determines that the work done or being done under the contract or the kind of quality or materials supplied in connection therewith are not fully and completely in accordance with any requirement of the contract documents, it may give notice of such noncompliance to the Contractor in writing and the Contractor shall immediately upon receipt of such notice do all things required to remedy such noncompliance without additional cost to CATA. If the Contractor fails to comply with such written notice, then CATA, upon written notice to the Contractor, shall deduct the cost of repair, replacement or correction of defective or damaged work from the compensation due or to become due to the Contractor.
- 25. WAIVER OF BREACH. The waiver by either party hereto or any breach of any provision of this contract by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this contract by either party hereto.
- 26. OWNERSHIP OF DOCUMENTS. All original documents, calculations, and work product produced by CONTRACTOR, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of CATA. CONTRACTOR shall have the right to retain a copy of such documents, calculations, and work product. CONTRACTOR shall make available to CATA copies of all CONTRACTOR correspondence, notes, and other papers relating to the work, upon request of CATA. All works of original authorship created in the scope of this Agreement are "works made for hire", as that term is used in connection with the U.S. Copyright Act. To the extent that by operation of law CONTRACTOR retains any intellectual property rights to any work product, CONTRACTOR hereby irrevocably assigns and licenses to CATA all right, title, and interest in such work product, including copyrights and patents, and agrees to execute such assignments and licenses as may be required in the opinion of CATA's legal counsel to confirm this provision. The work product produced by CONTRACTOR in the performance of services under this Agreement is intended for use by CATA solely for the purpose intended. Any use or reuse of such work product by CATA for any purpose other than its intended purpose shall be at the sole risk of CATA and without any liability or responsibility of CONTRACTOR. To the extent that the work product produced by CONTRACTOR contains standard design or construction details or other standardized material previously developed by CONTRACTOR in its professional architectural, engineering, and planning practices, then CONTRACTOR shall have the right to reuse any such material on other projects for other clients or persons without the prior knowledge or permission of CATA and without the payment of any compensation to CATA, provided that the reuse or continued use of such material contains no CATA identifying information or confidential information.
- 27. EXCUSES FOR FAILURE TO PERFORM OR DELAYS. The Contractor will not be in default by reason of any failure in the performance of this contract, if such failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or the public enemy, acts of the government either in its sovereign or contractual capacity, fires, floods, and strikes. But in every case, a failure to perform must be beyond the control and without the fault or negligence of the Contractor or its Subcontractors. An excusable delay will permit the Contractor an extension of time for such reasonable period as may be mutually agreed upon between the parties.
- 28. COMPUTATION OF TIME. In computing a period of time prescribed by these conditions, the following rules apply:
 - (a) "Day" means days of the week (e.g., Monday through Friday), not business days.
 - (b) The day of the act or event after which the designated period of time begins is not included.
 - (c) The last day of the period is included, unless it is a Saturday, Sunday, or legal holiday. In that event, the period runs until the end of the next day that is not a Saturday, Sunday or legal holiday.
- 29. NOTICE. All notices and other communications required under this Contract shall be given in writing, signed by an authorized representative, and be personally delivered or delivered by overnight courier, or certified mail (return receipt requested) to the addresses set forth below:

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

To Contractor: _____

With a copy to: _____

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

1. NONDISCRIMINATION.

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

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

2. DBE REQUIREMENTS.

- (a) Contractor will carry out the applicable requirements of the Michigan Department of Transportation's Disadvantaged Business Enterprise ("DBE") program and 49 CFR 26, including, but not limited to those requirements set forth in Appendix B, attached hereto and made a part hereof. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CATA deems appropriate, which may include, but is not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages and/or disqualifying the Contractor from future bidding as non-responsible.
- (b) Contractor shall pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from CATA. In addition, Contractor shall return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed. Contractor must promptly notify CATA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete the work, and must make good faith efforts to engage another DBE subcontractor to perform at least the

same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CATA.

3. **CONTINGENT FEES.** The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, CATA shall have the right to annul this contract without liability.
4. **RECORDS/AUDITS.** The Contractor shall maintain and retain, and shall require all its subcontractors to maintain and retain, complete and accurate books, documents, papers, accounting records, contracts, and other evidence with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and CATA, or their duly authorized representatives, access to such data and records, and the right to inspect and audit all data and records of the Contractor relating to its performance under the contract, and to make transcripts therefrom as necessary. Contractor shall retain all work data, documents, records, accounts and reports related to this contract for a period of three (3) years from the date of final payment under this contract or from expiration or other termination of this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.
5. **CONFLICT OF INTEREST.** The Contractor certifies that, to the best of its knowledge, no CATA employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this contract.
6. **INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS.** No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
7. **DEBARMENT AND SUSPENSION.** Contractor must comply with U.S. DOT regulations "Nonprocurement Suspension and Debarment", 2 CFR Part 1200, which adopt and supplement the U.S. Office of Management and Budget ("U.S. OMB") "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. Contractor will not make any contract, subcontract, or lease for the project without first confirming that its proposed contractor, subcontractor, or lessee is not listed as barred or excluded from participating in government contracts in the System for Award Management (SAM) at www.sam.gov.

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

CATA Board Policy No. 204

DISADVANTAGED BUSINESS ENTERPRISE POLICY

The Capital Area Transportation Authority (CATA) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. CATA has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, CATA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of CATA to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT - assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Purchasing and Contracts Manager has been delegated as the DBE Liaison Officer. In that capacity, the Purchasing and Contracts Manager is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by CATA in its financial assistance agreements with the Department of Transportation.

CATA has disseminated this policy statement to the Board of Directors and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. CATA will give public notice of DBE goals, how the goals were determined, and contact information for public comment.

Adopted: 04/20/2022

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: DBE Participation Form

ATTACHMENT A

SUBMITTAL CHECKLIST FORM

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

- Electronic Submission of the Proposal
- 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
- Signed and completed DBE Participation 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. 2023-149, Microtransit

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 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

A. Turnkey Service Costs

	Year 1	Year 2	Year 3
Estimated Total Number of Vehicle Hours	18,529	18,529	18,529
Days/Week of Operations	7	7	7
Average Service Hours/Day	16	16	16
Duration of Deployment (Months)	12	12	12
Wheelchair Accessible Vehicles in Fleet	5	5	5
Total Active Vehicles in Fleet	5	5	5
Additional Spare Vehicles in Fleet	1	1	1

Fixed Upfront Costs			
Ongoing Operational (Non-Upfront) Costs			
A. Sub Total Cost			

B. Software for Redi-Ride Zone Costs

	Year 1	Year 2	Year 3
Estimated Total Number of Vehicle Hours	37,200	37,200	37,200
Total Active Vehicles in Fleet	10	10	10

Installation Fee (Covers developing, training, branding, and design consultation)			
Monthly Fee per Vehicle Hour			
B. Sub Total Cost			

Grand Total Project Costs

	Year 1	Year 2	Year 3
A. Turnkey Service Total Cost			
B. Software for Redi-Ride Zone Total Cost			
Grand Total Cost (A+B)			

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

ATTACHMENT E

DBE PARTICIPATION FORM

INSTRUCTIONS FOR DBE FORM COMPLETION IS ON THE FOLLOWING PAGE

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

1. DBE Firm Name: _____

Address: _____

2. Dollar amount awarded: _____

3. Description of work to be performed: _____

4. CONTRACTOR'S COMMITMENT TO USE DBE FIRM

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

Dated _____ (Authorized Signature)

5. DBE'S COMMITMENT TO PARTICIPATE

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

Dated _____ (Authorized Signature)

6. NO SUBCONTRACT OPPORTUNITIES AVAILABLE

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

Dated _____ (Authorized Signature)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

DBE PARTICIPATION FORM - INSTRUCTIONS

1. **DBE Firm Name:** _____

Address: _____

Sub-contractor name and address

2. **Dollar amount awarded:** _____

Amount awarded to Sub contractor

3. **Description of work to be performed:** _____

Work description

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

Prime contractor fills out

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

Dated _____ (Authorized Signature)

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

Sub-contractor fills out

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

Dated _____ (Authorized Signature)

6. **NO SUBCONTRACT OPPORTUNITIES AVAILABLE.**

Prime contractor fills out

_____, has no subcontract opportunities available for work to be performed
 (Name of subcontractor/supplier)

Dated _____ (Authorized Signature)