



# Capital Area Transportation Authority

## VENDING/CAFETERIA SERVICES AND MANAGEMENT

### Request for Proposal – Project # 2024-150

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#### SCHEDULE OF ACTIVITIES

RFP Released:	October 10, 2023
Written Questions Due to CATA:	October 19, 2023 @ 11:00 A.M. Eastern Time
Pre-Proposal Meeting (optional):  <i>(See Section I-I, Pre-Proposal Meeting for additional details)</i>	October 24, 2023 @ 10:00 A.M. Eastern Time
CATA's Responses to Questions Released:	November 7, 2023
Electronic Submission via email of Proposals and Due Date:  <i>(See Section I-J Proposals for further instructions)</i>	Electronic Submission via email by 11:00 A.M. Eastern Time on December 15, 2023
Oral Presentation(s) (if required):	Week of February 5, 2024
Anticipated Award Date:	March 2024

**Released on: October 10, 2023**

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# Capital Area Transportation Authority

## VENDING/CAFETERIA SERVICES AND MANAGEMENT

### Request for Proposal - Project # 2024-150

#### SECTION I: PROCUREMENT PROCESS

##### I-A Issuing Office

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

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

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

##### I-B Project Management

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

Ms. Margaret Stephens  
Customer Experience Manager  
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 initial term of the contract will be for a one-year pilot period. The term of the proposed contract will commence on the date of the executed contract. At its discretion, CATA may opt to renew the contract for two (2) additional two-year (2-year) extensions.

## I-F Contract Extension

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

## I-G Type of Contract

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

## I-H Questions/Changes to the RFP

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

## I-I Pre-Proposal Meeting

See *Schedule of Activities* page above for date and time of any Pre-Proposal Meeting scheduled for this RFP. The purpose of this meeting is to discuss with prospective contractors the work to be performed and to answer questions about this RFP. The pre-proposal meeting is informational only; vendor attendance is not mandatory. **However, interested vendors are strongly encouraged to attend.**

The pre-proposal meeting will be held at the following locations listed below, beginning at CATA's Administration Building. At CATA's Administration building, visitors can park along Tranter Street or in the North end of the building, employee lot. The gate will be open for visitor parking.

- 1) CATA Administration Building, 4615 Tranter St., Lansing
- 2) CATA Transportation Center (CTC), 420 South Grand Avenue, Lansing
- 3) Capital Area Multimodal Gateway (CAMG), 1240 S. Harrison Rd. East Lansing

## 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 bidders should submit their proposal via email to [nwilson@cata.org](mailto:nwilson@cata.org), and the subject line must state:

- i. PROPOSAL SUBMISSION – RFP 2024-150, Vending/Cafeteria Services and Management

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 December 15, 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.

Ensure you have Up-To-Date Information Regarding this Solicitation; Please visit [www.cata.org](http://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.

### Financial Proposal

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

1. Describe the proposed distribution of proceeds from vending/cafeteria services. Describe what expenses would be deducted from gross revenues and what expenses would be the sole responsibility of CATA or the Contractor.
2. Furnish a copy of the proposed rate structure for all proposed inventory and revenue types.
3. Each proposer shall clearly state a payment proposal/revenue share for CATA. This shall include:
  - Percentage rate on sales revenue to be paid to CATA. Specifying the basis on which the percentage rate will be applied (gross or net revenue and, if net, what expenses are deducted to determine net revenue).
  - Estimated compensation structures must be outlined for CATA with corresponding rationale. Proposers must submit a table showing gross revenue, expenses, and their calculation of the net revenue.

### 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. Respondent demonstrates a complete understanding of scope of work with respect to:
  - Work to be completed.
  - State of the art vending machines, products, services and support.
  - Implementation timeline as of awarded contract.
2. Revenue - Respondent demonstrates a high degree of competition with respect to:
  - Mitigating any transit-agency costs;
  - Maximizing profit-sharing;
  - Ensuring cost effectiveness in pricing products for sale to our transit passengers and employees.
  - Revenue form shall include all proposed pricing for products as well as projected revenue.
  - The revenue form is completed accurately.
3. Qualifications of the Firm/Organization and Staff
  - Proposer provides a narrative description of the firm to include their general qualifications and length of time in business.
  - Resumes of key individuals of the firm and those assigned to support the CATA vending services contract.

#### 4. Experience of firm with similar projects.

- The proposal demonstrates a minimum of three years relevant experience and expertise as stated in the scope of work.
- References provided.

#### 5. Completeness and Responsiveness of Proposal to RFP

- Proposer has met all submittal requirements.
- The proposal is thorough 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.

## 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](mailto:payables@cata.org)

The invoice must contain the following information:

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

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

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

## SECTION II: STATEMENT OF WORK

### II-A Background

The Capital Area Transportation Authority (CATA) is a public transit authority that operates public transportation bus and paratransit services across metropolitan Lansing, Michigan. CATA's mission-critical employees, such as 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 describe services.

### II-C Scope of Work

#### INTRODUCTION

Capital Area Transportation Authority is soliciting proposals for an independent Contractor/Operator to equip and operate food and beverage vending machines and/or services at the following locations:

- CATA Transportation Center (CTC) located at 420 South Grand Avenue, Lansing, MI 48933
- CATA Administration Building located at 4615 Tranter Street, Lansing, MI 48910
- Capital Area Multimodal Gateway (CAMG) located at 1240 South Harrison, East Lansing, MI 48823
- Future CATA Locations which could include buildings in Ingham, Eaton and Clinton County

The primary purpose of the vending services is to sell affordable, high-quality food, beverages and snacks that include a variety of healthy choices such as sandwiches and sandwich-like items, hand-held breakfast items, snacks and non-alcoholic beverages. This includes food choices that can be heated in a microwave and hot beverages such as coffee and cocoa.

Respondents should note that there will be no separate seating area provided in connection with the vending services at the following locations:

- CTC – 420 South Grand Ave., Lansing, MI
- CAMG – 1240 S. Harrison, East Lansing, M

In addition, CATA would like to have machines available at each location that we can stock with items of our choice and sell at a cost we deem appropriate.

Vendor will pay CATA a percentage of its gross operating revenue and/or a profit-sharing percentage.

Vendor bears full responsibility for the comprehensive management of necessary and desired components and provisions of this vending services program.

CATA desires a mutually beneficial and strategic partnership with a contractor whose role will offer options to diversify and grow the Authority's vending offerings and revenues for the duration of the agreement. Contractor will also propose new vending opportunities that increase revenue and continue to meet the needs of our growing organization.

Proposers are encouraged to submit proven, creative and executable vending solutions and products, regardless of whether they are specifically mentioned or defined in this scope.

## **MENU**

**Responder is to provide a priced menu of the specific products recommended to be sold for each location.**

Examples of possible menu items include but are not limited to muffins, pastries, cookies, snacks, deli sandwiches, soups, salads, cappuccino, latte, bottled water, non-alcoholic beverages and ice cream.

Reasonable priced products suitable for school aged children of a quality and nutritious nature should be included on the menu as outlined below:

To qualify as a Smart Snack, healthy vending machine options must meet the following general nutrition standards:

- Be a grain product that contains 50 percent or more whole grains by weight (have a whole grain as the first ingredient); or
- Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
- Be a combination food that contains at least ¼ cup of fruit and/or vegetable; and
- The food must meet the nutrient standards for calories, sodium, sugar, and fats.

The nutrient standards for smart snacks are:

- Calories: 200 or less
- Sodium: 200 mg or less
- Total fat: 35% of calories or less
- Saturated fat: less than 10% of calories
- Trans fat: 0
- Sugar: 35% by weight or less

Proposer is also highly encouraged to propose a variety of products that meet the needs of our diverse customer base and employees who prefer items that meet their specific dietary needs including but not limited to gluten free, dairy free, vegan and/or vegetarian.

Respondents may propose the sale of any type of food and non-alcoholic beverage however CATA reserves the right to approve all items offered for sale.

## **VENDING MACHINES FOR ADDITIONAL NON-FOOD ITEMS**

Proposer should provide recommendations for vending machines available for CATA to load non-food items for sell such as CATA branded merchandise. Please include:

- Specifications/parameters of vending machines to indicate what types of items can be dispensed such as but not limited to:
  - T-Shirts
  - Lip Balm
  - Rain Jackets
  - Gift Cards
  - Water Bottles
- Provide costs associated with either renting or leasing the vending machines on attached revenue form.

**FOOD DEMONSTRATION**

During the procurement process, if requested, responder must be prepared to demonstrate its food service abilities through a food tasting demonstration at no cost to CATA either on-site at CATA or off-site at a currently owned/leased operated retail food location in the Lansing, MI area.

**EXPERIENCE**

For your proposal to be considered, you must have minimum three or more years of continuous, successful experience within the past ten years in the ownership, management, or operation of a food or vending service of some kind or special training in the food industry.

Contractor bears full responsibility for the comprehensive management and maintenance of necessary and desired vending equipment.

**LOCATIONS**

**Respondent should specify how many machines are recommended/proposed for each location along with recommended products.**

**CATA Transportation Center (CTC)** located at 420 South Grand Avenue, Lansing, MI 48933

Monday through Friday 6:00 AM – 10:00 PM

Saturday 7:00 AM – 8:00 PM

Sunday 8:00 AM – 8:00 PM

The CTC is a public bus terminal that averages 7,000 – 10,000 visitors each day.

Food choices at this location should be affordable to members of the public to include persons with fixed or limited income. Healthy options that meet the needs of school aged children should be included in recommended products at this location.

The machines at this location must be reliable and in good working order at all times. Every machine should be clearly labeled with customer service contact information for the prompt replacement of lost money.

Current Vending:

- (2) Snack Machines
- (5) Beverage Machines

**CATA Administration Building** located at 4615 Tranter Street, Lansing, MI 48910

Monday through Friday 8:00 AM – 5:00 PM

The administration building is occupied by approximately 400 employees comprised of CATA's administrative staff, executive staff, bus operators, maintenance, mechanics and facilities employees.

Current Vending:

- (2) Beverage machines located near the driver's day room at the North end of the facility.
- (1) Snack machine located near the driver's day room at the North end of the facility.
- (1) Beverage machine located near the maintenance break room on the East side of the facility.
- (1) Snack machine located near the maintenance break room on the East side of the facility.

**Capital Area Multimodal Gateway (CAMG)** located at 1240 South Harrison Rd., East Lansing, MI 48823

Sunday through Saturday 7:00 AM – 6:00 PM

The CAMG or Gateway facility is a public inter-city bus, intra-city bus and Amtrak train station visited by approximately 500 visitors and employees each day.

Current Vending:

- (1) Beverage machine located near the Amtrak lobby side of the facility.
- (1) Snack machine located near the Amtrak lobby side of the facility.

**CATA WILL PROVIDE:**

- Floor space.

- Cold and hot water mains
- Electrical circuits and conduits
- Ceiling and general lighting
- Pest Control services
- Major building repairs and maintenance for the vending service area. Major building repairs and maintenance include repair of HVAC system, roof system and structural components.
- Furnish the vendor electrical, water, and HVAC with what is already in place for operating vending related areas. Use of such utilities by vendor shall be for the exclusive operation of the vending services.

#### **VENDING SERVICES CONTRACTOR WILL PROVIDE:**

- All necessary labor, materials and supplies, along with professional equipment, fixtures, and furnishings including installation for the work to be performed under this RFP. If limited renovations are needed or requested, said renovations will be at proposer's expense and, proposer must receive written approval from CATA prior to proceeding.
- The equipment and its placement are important visual elements of the overall design and appearance of the vending services. The awarded vendor shall provide an initial inventory of equipment as well as expendable and non-expendable supplies and equipment to CATA.
- All equipment and furnishings are subject to CATA approval and must blend with the décor at each location. Proposers are advised that any equipment or materials purchased by the vendor will remain the sole ownership of the vendor, who will also solely be responsible for its maintenance and repair. CATA will not be obligated to purchase any equipment or reimburse the vendor for such expenditures.
- The selected vendor will be required to operate the vending services in compliance with all local, state and federal laws, regulations and ordinances. It is the vendor's responsibility to obtain and maintain all appropriate licenses and permits. The vendor will be responsible for collecting the proper sales and food and beverage taxes and reporting to the proper state agencies. The vendor is responsible to keep all equipment, fixtures, floor, and walls in good repair and appearance. All structural changes and/or repairs must be prior approved in writing by CATA as the authorization to proceed.
- Signage & menu boards are at the cost of the vendor subject to CATA written approval to proceed. The vendor shall not erect, maintain, or display any signs or any advertising matter without prior written approval of CATA.
- Food, snacks, non-alcoholic beverages, and vending products are all subject to CATA written approval.

#### **VENDOR ACCESS TO FACILITIES; CONDUCT AND COMPLIANCE WITH POLICIES**

Vendor shall have access to CATA's facilities during reasonable hours and will be expected to follow the parking and building access requirements for each location. Work by vendor shall not disrupt, impede or interfere with CATA's normal operations. Vendor maintains full accountability for ensuring that its employees and subcontractors assigned to work on CATA property comply with the following:

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

It is understood and agreed between CATA and vendor that the intent of this agreement is that the vendor provides a service, and in providing this service, CATA requires that the vendor's employees and agents look and perform with the highest degree of professionalism conducting themselves in a manner that does not discredit CATA, annoy, disturb or offend patrons or other visitors within the facility where the vendor is providing the service.

The vendor shall communicate regularly or on an agreed upon schedule with the designated CATA Project Manager to provide updates regarding the services performed. The vendor shall correct all deficiencies within forty-eight (48) hours after being notified by CATA Management.

**CUSTOMER SERVICE**

The vendor should have a defined customer service process that details how complaints will be addressed and aligns with the expectations of CATA that all customers and patrons are treated with respect and empathy at all times. All vending machines should be clearly labeled with the name of the vending company and a number to call to submit claims for lost money.

**UTILITIES**

CATA does not guarantee uninterrupted supply of utilities, nor does CATA guarantee uninterrupted service in providing said utilities except that it will be diligent in restoring service following any interruption. CATA will not be liable to the vendor for any loss, damage, cost or expense which may result from the interruption or failure of any such service.

**REPAIRS**

The vendor shall be required to repair and/or refurbish all or any part of the premises which may be damaged or destroyed by the acts or omissions of the vendor. The vendor shall return the premises, upon expiration or termination of the contract, to CATA in good condition considering normal wear and depreciation. Any capital additions made to the building will remain as property of CATA.

**REMOVAL OF PROPERTY**

All personal property placed on the premises by the vendor shall be removed on or before the expiration of the contract. In the event of termination, the vendor shall have ten (10) days, exclusive of Saturdays, Sundays, and holidays, after notice of termination in which to remove this property. Any permanent improvements made to the property will become the property of CATA upon termination of this contract. CATA will not be liable for any costs associated with the permanent improvements.

**VENDING SPACE – DEFINED**

“Vending space” refers to the specific designated locations on or in CATA-owned property or assets identified by both the contractor and CATA as available for vending services to be placed and/or operated.

**VENDING MACHINE AND EQUIPMENT MAINTENANCE**

Vendor will be responsible for the maintenance, repair and updating of all vending equipment. Vendor must maintain all equipment and machines so as to ensure they are neat and professional in appearance, and promptly remove all equipment that is worn or otherwise unsightly in appearance.

CATA reserves the right to require vendor to promptly remove and replace, at vendor's expense, any machines or equipment which, in the opinion of CATA, has become unsightly in appearance or which may not be functioning properly causing customers or employees to lose money and/or not receive merchandise and items they have paid for.

**EQUAL EMPLOYMENT OPPORTUNITY AND DBE/SBE REQUIREMENTS**

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

**SUSTAINABLE PRACTICES**

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

**FINANCIAL REQUIREMENTS***1. Records, Audits and Reports*

- a. Contractor shall keep true and accurate records of all transactions pertaining to this agreement. Such records shall be subject to audit by CATA or its authorized representatives during any normal business hours at Contractor's office.
- b. All records pertaining to this agreement shall be retained by Contractor for a minimum of three (3) years following the expiration of each contract year.

- c. Copies of all executed agreements shall be furnished by Contractor to CATA along with the monthly guaranteed payment, which is due on or before the tenth (10th) of each calendar month.
- d. For the duration of the contract, Contractor shall be responsible for providing to CATA a monthly revenue-reconciliation report, outlining all revenues earned for each month. This report will be delivered in written form to CATA within ten (10) days of the close of each month. The revenue report will include, but is not limited to the following for all contracts in effect:
  - i. Collections for the three-month timeframe by vendor/client;
  - ii. Address where each vending machine is located;
- e. On or before the tenth (10<sup>th</sup>) of each month, Contractor shall provide CATA with the following:
  - A monthly report of sales, collections and net receivables; and
  - A current inventory showing merchandise installed
- f. At the end of each twelve-month (12-month) period, Contractor will provide to CATA an annual financial summary statement.

## 2. *Payments*

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

## 3. *Compensation Structure*

Contractor shall pay CATA a percentage of gross/net vending revenue generated for each year of the contract.

## SECTION III: COMPLIANCE REQUIREMENTS

### III-A FTA and MDOT Required Clauses

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

The website address of the Federal Transit Administration is [www.fta.dot.gov](http://www.fta.dot.gov).

The website address of the Michigan Department of Transportation is [www.michigan.gov/mdot](http://www.michigan.gov/mdot).

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

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

### III-B Disadvantaged Business Enterprises

Disadvantaged Business Enterprises (“DBE”) are encouraged to bid on this project. Any applicable DBE firm’s certifications must be included in the proposal. Cost Proposals must list the amount and activity of service provided by the DBE firm, as applicable. Information on becoming certified as a Disadvantaged Business Enterprise is available from Michigan Department of Transportation (“MDOT”) at the following website address: [http://www.michigan.gov/mdot/0,4616,7-151-9625\\_21539\\_23108---.00.html](http://www.michigan.gov/mdot/0,4616,7-151-9625_21539_23108---.00.html).

### III-C Compliance with Laws

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

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

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

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

### III-D Ownership

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

### III-E News Releases

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

### III-F Audit and Inspection of Records

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

### III-G Complaints or Protests

CATA's Procurement Protest Procedures are available online at [www.cata.org](http://www.cata.org).

### III-H Contractual Terms and Conditions

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

## **APPENDICES**

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

## APPENDIX A

### CAPITAL AREA TRANSPORTATION AUTHORITY STANDARD TERMS AND CONDITIONS OF PROCUREMENT

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

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

12. ASSEMBLY. If required, the Contractor shall assemble the equipment at its expense prior to installation.
13. ACCESSORIES. The Contractor shall furnish, without additional cost, all accessories required to permit CATA to operate any equipment being provided.
14. TRAINING. The Contractor, without additional cost, shall properly train CATA personnel in the operation and maintenance of the equipment provided.
15. SERVICE MANUAL AND WIRING SCHEMATIC. If specified, the Contractor will provide at least one copy of a service manual and at least one copy of a wiring schematic for individual components and other schematics and drawings.
16. WARRANTY. The Contractor shall describe its policy or warranty(s) both on workmanship and material as applying to the equipment, along with the method or adjustment, and shall be further subject to warranty requirements of CATA as set forth in the following Paragraph 17.
17. CATA WARRANTY. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable warranties the Contractor gives any customer for such equipment and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to CATA by any other clause of this contract. The Contractor shall state the warranty and supply with its bid.
18. INSURANCE. The Contractor shall place and maintain with responsible insurance carriers the following insurance. The Contractor shall deliver to CATA, upon request, certificates of insurance which shall provide thirty (30) days' written notice to be given to CATA in the event of cancellation. Contractor shall require all Subcontractors to maintain adequate insurance coverage.
  - (a) Workers' Compensation and Employer's Liability Insurance.
    - (1) Workers' Compensation in compliance with the applicable state and federal laws.
    - (2) Employer's Liability. Limit \$1,000,000.
  - (b) Commercial General Liability Insurance, including Professional Liability, Blanket contractual, XCU Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence/claim, subject to a \$2,000,000 annual aggregate for Professional Liability, Completed Operations and Personal Injury other than Bodily Injury.
  - (c) Automobile Liability Insurance, including owned, hired and non-owned automobiles, Bodily Injury and Property Damage, to a combined single limit of \$1,000,000 each occurrence.
19. INDEMNIFICATION. In addition to the protection afforded by any policy of insurance, the Contractor agrees to indemnify and save harmless CATA, the Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and all officers, agents, and employees thereof:
  - (a) From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the Contractor in connection with the Contractor's performance of the contract; and
  - (b) From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation and response, and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the Contractor's negligent performance of the contract.

CATA will not be subject to any obligations or liabilities by Subcontractors of the Contractor or their Subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
20. ACCEPTANCE OF MATERIAL - NO RELEASE. Unless CATA otherwise agrees in writing, acceptance of any portion of the material prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials or for failure to fully comply with all of the terms of this contract. CATA reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the contract requirements and specifications; provided, however, that CATA is under no duty to make such inspection and no inspection so made shall relieve Contractor from any obligation to furnish materials and workmanship in accordance with the contract requirements and specifications.
21. FINAL ACCEPTANCE. Upon final acceptance by CATA of all work to be performed by the Contractor, CATA will so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.
22. LIQUIDATED DAMAGES. If the Contractor fails to deliver the requirements by the date as set forth in the bid documents scheduled for delivery, CATA shall be paid damages for each consecutive calendar day thereafter until the goods are delivered, unless a completion date is extended by CATA in writing. Inasmuch as the amount of such damages will be extremely difficult to ascertain, the Contractor agrees to compensate CATA the sum of \$ Not Applicable per day, which sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that CATA will suffer by reason of said delay and default and not as a penalty; and CATA shall have the right to deduct such sum from any amounts which may otherwise become due under contract.
23. NO ASSIGNMENT OF CONTRACT. Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.

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

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

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, or national origin 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 performance of this Agreement, including with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and CATA, or their duly authorized representatives, access to such data and records, and the right to inspect and audit all data and records of the Contractor relating to its performance under the contract, and to make transcripts therefrom as necessary. Contractor shall retain all work data, documents, records, accounts and reports related to this contract for a period of three (3) years from the date of final payment under this contract or from expiration or other termination of this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.
5. **CONFLICT OF INTEREST.** The Contractor certifies that, to the best of its knowledge, no CATA employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this contract.
6. **INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS.** No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
7. **DEBARMENT AND SUSPENSION.** Contractor must comply with U.S. DOT regulations "Nonprocurement Suspension and Debarment", 2 CFR Part 1200, which adopt and supplement the U.S. Office of Management and Budget ("U.S. OMB") "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. Contractor will not make any contract, subcontract, or lease for the project without first confirming that its proposed contractor, subcontractor, or lessee is not listed as barred or excluded from participating in government contracts in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov).

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

8. **MDOT AND FTA TERMS.** All contractual provisions that the Michigan Department of Transportation ("MDOT") or the Federal Transit Administration ("FTA"), by law or regulation, require to be included in contracts supported by state or federal financial assistance, including the requirements set forth in FTA Circular 4220.1F, as updated and amended, and the Master Agreement between CATA and FTA as it may be amended, are hereby incorporated by reference. FTA required terms and MDOT required terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. Contractor shall not refuse to comply with any CATA request to conform this contract to include MDOT or FTA required contractual provisions. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA to be in violation of the FTA mandated contractual provisions.
9. **COMPLIANCE WITH LAWS.** The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government which may, in any manner, affect the performance of the contract.
10. **CLEAN AIR.** N/A
11. **BUY AMERICA PROVISIONS.** N/A
12. **CERTIFICATION REGARDING LOBBYING.** N/A
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. N/A
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

### 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 F****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 G

### 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: Financial Offer 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 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 Financial Offer 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](http://www.cata.org). Please continue checking the website for any updates or amendments.

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

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

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

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

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

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

**ATTACHMENT B****SUPPLIER INFORMATION FORM**

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

CATA RFP No. 2024-150, Vending/Cafeteria Services and Management

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.

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

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

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

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

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

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

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

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

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

# ATTACHMENT C

## FINANCIAL OFFER FORM

### CATA TRANSPORTATION CENTER (CTC) 420 SOUTH GRAND AVENUE, LANSING

Projected Annual Gross Revenue

PRODUCT CATEGORIES	RATE WITH REVENUE SHARE	% OF GROSS REVENUE TO CATA	% OF GROSS REVENUE TO VENDOR	Vendor Margin	Year 1	Year 2	Year 3	Year 4	Year 5
CARBONATED BEVERAGES									
NON-CARBONATED									
HOT COFFEE/TEA									
CHIPS/SALTY SNACKS									
DEHYDRATED FRUIT/JERKY									
FRUIT SNACKS									
BARS (GRANOLA/PROTEIN)									
CANDY BARS									
CRACKERS/CRISPS									
SANDWICHES									
PLANT BASED SNACKS									
COOKIES/BAKED GOODS									
CONFECTIONARY									
FROZEN									
MICROWAVEABLE									
OTHER/MISC									
<b>A. SUBTOTAL</b>									
<b>B. EXPENSES DEDUCTED</b>									
<b>CTC TOTAL</b>									

Projected Annual Gross Revenue

PRODUCT	RATE WITHOUT REVENUE SHARE	% OF GROSS REVENUE TO CATA	% OF GROSS REVENUE TO VENDOR	Vendor Margin	Year 1	Year 2	Year 3	Year 4	Year 5
CARBONATED BEVERAGES									
NON-CARBONATED									
HOT COFFEE/TEA									
CHIPS/SALTY SNACKS									
DEHYDRATED FRUIT/JERKY									
FRUIT SNACKS									
BARS (GRANOLA/PROTEIN)									
CANDY BARS									
CRACKERS/CRISPS									
SANDWICHES									
PLANT BASED SNACKS									
COOKIES/BAKED GOODS									
CONFECTIONARY									
FROZEN									
MICROWAVEABLE									
OTHER/MISC									
<b>A. SUBTOTAL</b>									
<b>B. EXPENSES DEDUCTED</b>									
<b>CTC TOTAL</b>									

**CATA ADMINISTRATIVE BUILDING  
4615 TRANTER ST., LANSING**

Projected Annual Gross Revenue

PRODUCT	RATE WITH REVENUE SHARE	% OF GROSS REVENUE TO CATA	% OF GROSS REVENUE TO VENDOR	Vendor Margin	Year 1	Year 2	Year 3	Year 4	Year 5
CARBONATED BEVERAGES									
NON-CARBONATED									
HOT COFFEE/TEA									
CHIPS/SALTY SNACKS									
DEHYDRATED FRUIT/JERKY									
FRUIT SNACKS									
BARS (GRANOLA/PROTEIN)									
CANDY BARS									
CRACKERS/CRISPS									
SANDWICHES									
PLANT BASED SNACKS									
COOKIES/BAKED GOODS									
CONFECTIONARY									
FROZEN									
MICROWAVEABLE									
OTHER/MISC									
				<b>A. SUBTOTAL</b>					
				<b>B. EXPENSES DEDUCTED</b>					
				<b>TRANTER TOTAL</b>					

Projected Annual Gross Revenue

PRODUCT	RATE WITHOUT REVENUE SHARE	% OF GROSS REVENUE TO CATA	% OF GROSS REVENUE TO VENDOR	Vendor Margin	Year 1	Year 2	Year 3	Year 4	Year 5
CARBONATED BEVERAGES									
NON-CARBONATED									
HOT COFFEE/TEA									
CHIPS/SALTY SNACKS									
DEHYDRATED FRUIT/JERKY									
FRUIT SNACKS									
BARS (GRANOLA/PROTEIN)									
CANDY BARS									
CRACKERS/CRISPS									
SANDWICHES									
PLANT BASED SNACKS									
COOKIES/BAKED GOODS									
CONFECTIONARY									
FROZEN									
MICROWAVEABLE									
OTHER/MISC									
<b>A. SUBTOTAL</b>									
<b>B. EXPENSES DEDUCTED</b>									
<b>TRANSTER TOTAL</b>									

**CAPITAL AREA MULTIMODAL GATEWAY (CAMG)  
1240 S. HARRISON RD. EAST LANSING**

Projected Annual Gross Revenue

PRODUCT	RATE WITH REVENUE SHARE	% OF GROSS REVENUE TO CATA	% OF GROSS REVENUE TO VENDOR	Vendor Margin	Year 1	Year 2	Year 3	Year 4	Year 5
CARBONATED BEVERAGES									
NON-CARBONATED									
HOT COFFEE/TEA									
CHIPS/SALTY SNACKS									
DEHYDRATED FRUIT/JERKY									
FRUIT SNACKS									
BARS (GRANOLA/PROTEIN)									
CANDY BARS									
CRACKERS/CRISPS									
SANDWICHES									
PLANT BASED SNACKS									
COOKIES/BAKED GOODS									
CONFECTIONARY									
FROZEN									
MICROWAVEABLE									
OTHER/MISC									
<b>A. SUBTOTAL</b>									
<b>B. EXPENSES DEDUCTED</b>									
<b>CAMG TOTAL</b>									

Projected Annual Gross Revenue

PRODUCT	RATE WITHOUT REVENUE SHARE	% OF GROSS REVENUE TO CATA	% OF GROSS REVENUE TO VENDOR	Vendor Margin	Year 1	Year 2	Year 3	Year 4	Year 5
CARBONATED BEVERAGES									
NON-CARBONATED									
HOT COFFEE/TEA									
CHIPS/SALTY SNACKS									
DEHYDRATED FRUIT/JERKY									
FRUIT SNACKS									
BARS (GRANOLA/PROTEIN)									
CANDY BARS									
CRACKERS/CRISPS									
SANDWICHES									
PLANT BASED SNACKS									
COOKIES/BAKED GOODS									
CONFECTIONARY									
FROZEN									
MICROWAVEABLE									
OTHER/MISC									
				<b>A. SUBTOTAL</b>					
				<b>B. EXPENSES DEDUCTED</b>					
				<b>CAMG TOTAL</b>					

Projected Annual Gross Revenue

<b>WITH REVENUE SHARE</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>CTC TOTAL SUBTOTAL</b>					
<b>TRANTER/ADMIN BUILDING TOTAL</b>					
<b>CAMG TOTAL</b>					
<b>GRAND TOTAL ALL LOCATIONS</b>					

<b>WITHOUT REVENUE SHARE</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>CTC TOTAL SUBTOTAL</b>					
<b>TRANTER/ADMIN BUILDING TOTAL</b>					
<b>CAMG TOTAL</b>					
<b>GRAND TOTAL ALL LOCATIONS</b>					

**CATA MERCHANDISE VENDING MACHINE**

COST TO RENT/LEASE MACHINE PER YEAR	RATE WITHOUT REVENUE SHARE	% OF GROSS REVENUE TO CATA	% OF GROSS REVENUE TO VENDOR	Vendor Margin	Year 1	Year 2	Year 3	Year 4	Year 5
		N/A	N/A	N/A					
<b>A. SUBTOTAL</b>									
<b>B. EXPENSES DEDUCTED</b>									
<b>CTC TOTAL</b>									
COST TO RENT/LEASE MACHINE PER YEAR	RATE WITH REVENUE SHARE	% OF GROSS REVENUE TO CATA	% OF GROSS REVENUE TO VENDOR	Vendor Margin	Year 1	Year 2	Year 3	Year 4	Year 5
<b>A. SUBTOTAL</b>									
<b>B. EXPENSES DEDUCTED</b>									
<b>CTC TOTAL</b>									

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

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

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

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

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

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