



Capital Area Transportation Authority  
 4615 Tranter Street  
 Lansing, MI 48910

**REQUEST FOR QUOTE**  
**HVAC PREVENTATIVE MAINTENANCE & SERVICE**  
**RFQ 2023-550**

<b>1. SOLICITATION No:</b> RFQ 2023-550	<b>2. ISSUE DATE:</b> December 1, 2022
<b>3. FOR INFORMATION CONTACT</b> <b>NAME:</b> Andrea Fisher <b>E-MAIL:</b> <a href="mailto:afisher@cata.org">afisher@cata.org</a>	<b>PHONE:</b> 517.394.1100 ext. 2547

**4. DESCRIPTION:**  
 The Capital Area Transportation Authority ("CATA") in Lansing, Michigan, is requesting pricing for **HVAC PREVENTATIVE MAINTENANCE & SERVICE** in accordance with the Scope of Work as described in Exhibit A.  
 The term of service will be five (5) years.  
 Services are requested at the following locations:  
 1) CATA Administration Building, 4615 Tranter Street, Lansing, MI 48910;  
 2) CATA Transportation Center ("CTC"), 420 South Grand Avenue, Lansing, MI 48933;  
 3) CATA Multimodal Gateway, 1240 South Harrison Road, East Lansing, MI 48823

**PRE-BID MEETING / SITE VISIT.** A Pre-Bid Meeting has been scheduled for **Wednesday, December 7th beginning at 9:00 a.m.**, at the Tranter Street facility (4615 Tranter St.), immediately followed by walk-throughs at the Tranter facility, the Multi-Modal Gateway facility (1240 S. Harrison Rd.), and finally the CTC downtown location (420 South Grand Avenue). A CATA employee will escort you during these site visits. A sign-in sheet is required. Please check in at the front desk upon your arrival at the Tranter Street facility. Please note that attendance at the Pre-Bid Meeting and/or these site visits is NOT mandatory.

ALL QUESTIONS MUST BE SUBMITTED VIA EMAIL TO: Andrea Fisher ([afisher@cata.org](mailto:afisher@cata.org)) by December 12, 2022, at 11:00 A.M. Eastern Time.

CATA responses to vendor questions, December 16, 2022.

**QUOTES MUST BE SUBMITTED VIA EMAIL TO:**  
 Capital Area Transportation Authority  
 Attn: Andrea Fisher, Procurement Specialist  
 Email: [afisher@cata.org](mailto:afisher@cata.org)

Quotes for "HVAC PREVENTATIVE MAINTENANCE & SERVICES" submitted to Capital Area Transportation Authority, Lansing, Michigan will be received at [afisher@cata.org](mailto:afisher@cata.org) until January 3, 2023, at 11:00 A.M. Eastern Time. Emails received at 11:01 AM Eastern Time or later, will be considered NON-RESPONSIVE.

CATA email accepts up to 50MB. It is the vendor's responsibility to ensure each email sent to CATA does not exceed 50MB.

**5. QUOTES DUE BY: TUESDAY, JANUARY 3, 2023, at 11:00 A.M. EASTERN TIME**

**6. FIRM OFFER PERIOD:** Offers shall remain firm for a period of **120** calendar days from the date specified above or as amended.

**7.** If this Quote is accepted within the period specified above, Bidder agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.

<b>8. The following Exhibits, if indicated, are included in this solicitation:</b>					
<b>X</b>	EXHIBIT A – Scope of Work	<b>X</b>	EXHIBIT B – Pricing Schedule	<b>X</b>	EXHIBIT C – Submittal Checklist
<b>X</b>	EXHIBIT D – Iran Economic Sanctions Act Certificate	<b>X</b>	EXHIBIT E – Offer & Guarantees	<b>X</b>	EXHIBIT F – Debarment & Suspension (Primary)
<b>X</b>	EXHIBIT G – Debarment & Suspension (Sub-Contractors)	<b>X</b>	EXHIBIT H – Lobbying Certificate	<b>X</b>	EXHIBIT I – CATA Terms & Conditions

## EXHIBIT A SCOPE OF WORK

**BASIS OF AWARD: The award of this order is based on the lowest responsive and responsible bidder(s) as determined by the Capital Area Transportation Authority (CATA).**

**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.

### 1. Objectives

The specific objective for this Project is as follows:

- a) Secure a contract for preventative maintenance and repairs for HVAC at all three CATA locations:
  - 1) CATA Administration Building, 4615 Tranter Street, Lansing, MI 48910;
  - 2) CATA Transportation Center ("CTC"), 420 South Grand Avenue, Lansing, MI 48933; and
  - 3) CATA Multimodal Gateway ("MMG"), 1240 South Harrison Road, East Lansing, MI 48823.
- b) Secure a contract for on-call services for HVAC equipment and repairs at all three CATA facilities outlined above for the period of May 1, 2023, to April 30, 2028.

### 2. General Provisions/Requirements

- The Contractor shall furnish all labor, tools, and materials necessary for the services and repairs.
- The Contractor will be responsible to clean up at the end of each workday.
- The Contractor selected must be a licensed company, and have valid business, automobile, and workers compensation insurance in effect.
- The Contract shall not hold CATA liable for any damage or theft of Contractor's equipment or supplies.
- The Contractor must complete a service report for each visit detailing the purpose of the call and summarizing the work that was performed. This report must be specific to the type of equipment being serviced. This report will list Equipment Inspection Forms – Contractor must provide an equipment inspection form for each piece of equipment inspected. Inspection forms must include the date, equipment I.D., equipment location, model number, serial number, and technician name.
- Provide labor rates for each year of the five (5) year period. Include any travel charges, fuel surcharge, truck supply charges or any other charges that may appear on an invoice.
- Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem occurs. Contractor will provide this service between scheduled service calls and respond onsite at CATA facility within four (4) hours for emergencies, or within twenty-four (24) hours for non-emergency conditions, Monday through Sunday, 24-hours per day, including Holidays. Contractor will provide CATA with a firm price for the indicated repairs; sufficient details, including itemized costs and repair time durations, are required.
- Equipment: CATA reserves the right to add, remove, or substitute equipment for listed equipment to accommodate changes at CATA facilities and to make other changes desirable to CATA. Prior to making revisions, CATA and contractor will meet to discuss how the proposed revision will impact contractor's responsibilities.
- Repairs: Upon completion of regular planned maintenance inspections, the need for repairs beyond the scope of preventative maintenance will be brought to the attention of CATA's project manager. Contractor will provide CATA with a firm price for the indicated repairs. Sufficient details, including itemized costs and repair time durations, are required.
- Overtime may be charged only if pre-approved by CATA and separately itemized as an extra cost at the agreed rates. Overtime rate will be for work performed outside the hours of 8:00 a.m. and 5:00 p.m. and on Sundays and Holidays. Time will be computed from the time leaving for CATA site to the time leaving the CATA site.

### 3. Service Period

Year 1: May 1, 2023 to April 30, 2024  
Year 2: May 1, 2024 to April 30, 2025  
Year 3: May 1, 2025 to April 30, 2026  
Year 4: May 1, 2026 to April 30, 2027  
Year 5: May 1, 2027 to April 30, 2028

### 4. Scope of Work

Contractor, at the direction of CATA's Facilities Manager, shall provide HVAC preventative maintenance and service in accordance with the specifications, tasks, and scope of work set forth in Exhibit A. It is the sole responsibility of Contractor to read the specifications and understand them.

#### ***HVAC Preventative Maintenance Scope of Work***

Provide all services necessary for the routine preventative maintenance and repairs of HVAC equipment (*See Attachment A, Equipment List*) at the three CATA locations outlined above.

- All work under this agreement to be performed during the hours of 8:00 A.M. to 5:00 P.M. Eastern Time except emergency repairs as authorized in advance by CATA.
- Equipment inspections will be performed semi-annually and quarterly, to ensure that all equipment is functioning properly and is in good operational condition.
- Air conditioning inspection will be completed in spring of each year, as directed by CATA's Facilities Manager.
- Heating inspection must be completed in the fall of each year, as directed by CATA's Facilities Manager.
- Filter changes shall be performed semi-annually.
- Belts shall be changed annually.
- Lubricate all equipment quarterly and semi-annually where needed to permit bearing, gears and all contact wearing points to operate freely without undue wear.
- Cleaning of coils and condensing units (Brush, CO<sub>2</sub>, or Water – no power washing) on an annual basis as directed by CATA's Facilities Manager.
- The contractor responsibility for replacement refrigerant under this agreement shall not exceed 10% of the rated system charge per year for equipment listed in this agreement. CATA shall be responsible for the cost of any additional replacement refrigerant.
- While performing the preventative maintenance on all equipment, the technician must enable the equipment through the control system. Bypassing the control system to activate the unit(s) will not be allowed.
- Check operation of vehicle storage area automated ventilation system twice a year. To include a sensor replacement maintenance program so that sensors are replaced every six months with calibrated Armstrong Monitoring Corporation ("AMC") -1222 sensor transmitters. As part of the program, the contractor shall oversee the maintenance program including the replacements and sending the old sensors in to AMC for reconditioning. Contractor to send appropriate reporting to the project manager when complete documenting that each sensor was replaced, and that the monitoring system is functional. There are a total of 19 sensors. All 19 sensors are located at the CATA Administration Building, 4615 Tranter St.
- Test and certify CSD-1 testing annually, fifteen (15) backflow preventers. This is to be done in the fall each year.
- Glycol levels check and record; provide owner with results annually.
- Provide water treatment services annually, and add treatment as needed. If system develops a large leak or needs to be drained for repairs (over 10% of system) CATA shall be responsible for the cost of inhibitor to bring system back to normal. Provide CATA with type report.

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## 5. CATA Responsibility

CATA will provide:

- A complete list of all equipment to be covered under this quote;
- CATA will promptly notify contractor upon the discovery of any unusual operating conditions;
- Reasonable and timely access to all equipment covered in this quote;
- Access to appropriate CATA facilities.
- CATA's responsibility is the building management system, CATA uses a control net web-based product. CATA to operate and maintain awarded contractor shall be granted access to the system.

6. Price quoted will include all fees. Prices should be based on CATA's status as a tax exempt, municipal government agency.
7. Each Contractor should make every effort to include Disadvantaged Business Enterprises in this project. CATA has a Disadvantaged Business Enterprise goal of 2.57%.

## ATTACHMENT A

## EQUIPMENT LIST

## 4615 TRANTER ST - ADMINISTRATION

Boiler	Location	Area Services	Qty	Make	Model #	Serial #	Year
1	Admin Second Floor	Admin Second Floor	1	Lochinvar	EBN 300	D06H00186007	2006
2	Maintenance Area	Admin First Floor	1	Lochinvar	KBN701	L11H10205731	2011

RTU	Location	Filter Size	Qty	Make	Model #	Serial #	Year
RTU 1	Admin Roof	20 X 20 X 2	12	TRANE	YZH210F4RVE190GE1A1B60000000001000000000	222610239D	2022
RTU 2	Admin Roof	20 X 20 X 2 16 X 20 X 2	8 4	TRANE	YHD300G4RVD19HGE1A1B60000000001000000000	222610082D	2022
RTU 3	Admin Roof	20 X 20 X 2	12	TRANE	YHH240G4RVD190GE1A1B60000000001000000000	222511013D	2022
RTU 4	Admin Roof	20 X 20 X 2	12	TRANE	YHH300G4RVD190GE1A1B60000000001000000000	222610083D	2022
RTU 5	Admin Roof	20 X 30 X 2 20 X 25 X 2	3 2	TRANE	YZC120F4RVA270EE1A1B600000000E1000000000	222010071L	2022

Liebert Cooling Units	Location	Filter Size	Qty	Make	Model #	Serial #	Year
LCU 1	IT Room	20 X 20 X 1	1	Liebert	MM020W2P0000	0128N0275	1997
LCU 2	IT Room	20 X 20 X 1	1	Liebert	MM020W2P0000	0128N0275	1997

MAU	Location	Filter Size	Qty	Make	Model #	Serial #	Year
MAU 1	Admin Roof	20 X 25 X 2	8	Trane	YFH180E4VOB	101010344D	2010

EF	Location	Filter Size	Qty	Make	Model #	Serial #	Year
EF 1	Admin Roof	N/A	N/A	Greenheck	GB-081-4-X	05L16658	2006
EF 2	Admin Roof	N/A	N/A	Greenheck	GB-101-3-X	05L16695	2006
EF 3	Admin Roof	N/A	N/A	Greenheck	GB-081-4-X	05L16659	2006
EF 4	Admin Roof	N/A	N/A	Greenheck	GB-081-4-X	05L16659	2006
EF 5	Admin Roof	N/A	N/A	Greenheck	GB-081-4-X	05L16661	2006
EF 6	Admin Roof	N/A	N/A	Greenheck	GB-081-4-X	05L16660	2006
EF 7	Admin Roof	N/A	N/A	Greenheck	GB-081-4-X	05L16660	2006

VAV	Location	Filter Size	CFM	Make	Model #	Serial #	Year
VAV 1-1	1st floor 165	12.5 X 14	1200		FDV500030122R	44271217	2006
VAV 2-1	1st floor 165	10 X 12	400		FDV500020102R	45271217	2006
VAV 3-1	1st floor 165	15 X 16	1950		FDV500040122R	46271217	2006
VAV 4-1	1st floor 162	12.5 X 14	1050		FDV500030122R	47271217	2006
VAV 5-1	1st floor 163	12.5 X 14	850		FDV500030122R	48271217	2006
VAV 6-1	1st floor 162	10 X 12	300		FDC500020082R	51271217	2006
VAV 7-1	1st floor 158	12.5 X 14	1250		FDV500030122R	49271217217	2006
VAV 8-1	1st floor 162	12.5 X 14	700		FDV500030122R	50271217	2006
VAV 9-1	1st floor 154	NO FILTER	2800		SDV5000	N / A	2006
VAV10-1	1st floor 142	12.5 x 14	500		FDV500030122R	07090218	2006
VAV11-1	1st floor 144	NO FILTER	200		SDV5000	N / A	2006
VAV12-1	1st floor 140	12.5 x 14	900		FDV500030122R	08090218	2006
VAV13-1	1st floor 132	15 X 16	1500		FDV500040122R	09090218	2006
VAV14-1	1st floor 124	12.5 x 14	950		FDV500030122R	10090218	2006
VAV15-1	1st floor 116	12.5 x 14	1100		FDV500030122R	11090218	2006

VAV16-1	1st floor 106	12.5 x 14	1050			FDV500030122R	12090218	2006
VAV17-1	1st floor 112	NO FILTER	350			SDV5000	N / A	2006
VAV18-1	1st floor 109	NO FILTER	950			SDV5000	N / A	2006
VAV19-1	1st floor 112	NO FILTER	250			SDV5000	N / A	2006
VAV20-1	1st floor 112	NO FILTER	200			SDV5000	N / A	2006
VAV21-1	1st floor 112	NO FILTER	350			SDV5000	N / A	2006
VAV22-1	1st floor 112	NO FILTER	250			SDV5000	N / A	2006
VAV23-1	1st floor 133	NO FILTER	100			SDV5000	N / A	2006
VAV24-1	1st floor 112	NO FILTER	200			SDV5000	N / A	2006
VAV25-1	1st floor 139	NO FILTER	350			SDV5000	N / A	2006
VAV 1-2	2nd floor 210	10 X 12	500			FDV500020102R	13090218	2006
VAV 2-2	2nd floor 204	10 X 12	500			FDV500020102R	14090218	2006
VAV 3-2	2nd floor 206	12.5 x 14	1000			FDV500030122R	15090218	2006
VAV 4-2	2nd floor 214	12.5 x 14	900			FDV500030122R	16090218	2006
VAV 5-2	2nd floor 213	15 X 16	1550			FDV500040142R	17090218	2006
VAV 6-2	2nd floor 215	12.5 x 14	200			FDC5000	91170218	2006
VAV 7-2	2nd floor 218	12.5 x 14	1250			FDV500030122R	18090218	2006
VAV 8-2	2nd floor 218	12.5 x 14	1200			FDV500030122R	N / A	2006
VAV 9-2	2nd floor 221	10 X 12	500			FDV500020102R	20090218	2006
VAV 10-2	2nd floor 220	12.5 x 14	750			FDV500030122R	21090218	2006
VAV 11-2	2nd floor 228	10 X 12	500			FDV500020102R	22090218	2006
VAV 12-2	2nd floor 228	10 X 12	600			FDV500020102R	23090218	2006
VAV 13-2	2nd floor 233	12.5 x 14	1200			FDV500030122R	24090218	2006
VAV 14-2	2nd floor 234	12.5 x 14	1000			N / A	N / A	2006
VAV 15-2	2nd floor 233	NO FILTER	300			SDV5000	N / A	2006

BACKFLOW PREVENTOR	Location	Filter Size	Qty	Make	Model #	Serial #	Year
5	Outside Irrigation N		1	Febco		765	H543967
6	Outside Irrigation S		1	Febco		765	H529995
7	2 <sup>nd</sup> floor boiler room		1	Wilkins		975XL	2391371

#### 4615 TRANTER ST - MAINTENANCE AREA

RTU	Location	Filter Size	Qty	Make	Model #	Serial #	Year
RTU 1	Maint Roof	Washable		TRANE		GRAA12P	F11F03685
RTU 2	Maint Roof	20 X 20 X 1	1	TRANE		YCC018F1L0BJ	4033NF62H
RTU 3	Maint Roof	20 X 25 X 2	2	TRANE		YHC048A3ENA1AB00 000000600	404100883L
RTU 4	Maint Roof	20 X 12 X 1	2	CARRIER		48SD-030060301	4906G41129

MAU	Location	Filter Size	Qty	Make	Model #	Serial #	Year
MAU 1	Maint Roof	Washable		RUPP AIR		RAM 18	260375
MAU 2	Maint Roof	Washable		RUPP AIR		RAM 18	260375
MAU 3	Maint Roof	Washable		RUPP AIR		RAM 20	260375
MAU 4	Maint Roof	Washable		RUPP AIR		RAM 25	229061

MS	Location	Filter Size	Qty	Make	Model #	Serial #	Year
MS 1	Garage	Mini Split		EMI		S1G200D10	2512F013379
MS 2	Garage	20 x 20 x 1	1	Stulz		OHS-012-AS	10014103
MS 3	Garage	Mini Split		EMI		MH2D9200AA0000J	1-99-C-6925-11

DH	Location	Filter Size	Qty	Make	Model #	Serial #	Year
DH 1	Facility Area	Washable		Trane		GA-320 GA-640	18508
DH 2	Storage Area	Washable		Trane		GA-320 GA-640	18508
DH 3	Maint Roof	Washable		Rupp Air Systems		RAM 15	229061

DH 4	Maint Roof	Washable		Rupp Air Systems	RAM 15	229061	2004
DH 5	Maint Roof	Washable		Rupp Air Systems	RAM 15	229061	2004
DH 6	Maint Roof	Washable		Rupp Air Systems	RAM 15	229061	2004

UH	Location	Filter Size	Qty	Make	Model #	Serial #	Year
UH 1	Garage	Unit Heater		Trane	GKND017	F10H35637	
UH 2	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53089X	1998
UH 3	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53084X	1998
UH 4	Garage	Unit Heater		Reznor	FT 150	AXC71U2N38388X	1998
UH 5	Garage	Unit Heater		Reznor	FT 250	AXC71U2N53088X	1998
UH 6	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53082X	1998
UH 7	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53096X	1998
UH 8	Garage	Unit Heater		Reznor	FT 300	AXB71U6N49981X	1998
UH 9	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53090X	1998
UH 10	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53094X	1998
UH 11	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53086X	1998
UH 12	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53086X	2004
UH 13	Garage	Unit Heater		Sterling	FT 250	CO4462866004002	2004
UH 14	Garage	Unit Heater		Reznor	FT 150	AXA71U2N41413X	1998
UH 15	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53092X	1998
UH 16	Garage	Unit Heater		Sterling	FT 250	CO4462866004004	2004
UH 17	Garage	Unit Heater		Reznor	FT 150	AXC71U2N52927X	1998
UH 18	Garage	Unit Heater		Reznor	FT 150	AXC71U2N53083X	1998
UH 19	Garage	Unit Heater		Reznor	FT 250	AXC71U6N52490X	1998
UH 20	Garage	Unit Heater		Reznor	FT150	BPC3062017695	
UH 21	Garage	Unit Heater		Sterling	150	CO4462866001003	
UH 22	Garage	Unit Heater		Reznor	UDAS-250	BPC3062016182	
UH 23	Garage	Unit Heater		Reznor	UDAS-250	BPC3062016181	
UH 24	Garage	Unit Heater		Trane	GKND017	F10H35640	

TH	Location	Filter Size	Qty	Make	Model #	Serial #	Year
TH 1	Garage	Tube Heater		Re-Verber-Ray	HL2-20-100W	0402INTL559740002	2004
TH 2	Garage	Tube Heater		Re-Verber-Ray	HL2-20-100W	0402INTL559740002	2004
TH 3	Garage	Tube Heater		Re-Verber-Ray	HL2-20-100W	0402INTL559740002	2004
TH 4	Garage	Tube Heater		Re-Verber-Ray	HL2-20-100W	0402INTL559740002	2004
TH 5	Garage	Tube Heater		Re-Verber-Ray	HL2-20-100W	0402INTL559740002	2004

EF	Location	Filter Size	Qty	Make	Model #	Serial #	Year
EF 1	Garage	Exhaust Fan		Centri Master	No Tag	No Tag	
EF 2	Garage	Exhaust Fan		Centri Master	No Tag	No Tag	
EF 3	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 4	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 5	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 6	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 7	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 8	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 9	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 10	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 11	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 12	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 13	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 14	Garage	Exhaust Fan		No Tag	No Tag	No Tag	

EF 15	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 16	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 17	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 18	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 19	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 20	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 21	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 22	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 23	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 24	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 25	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 26	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 27	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 28	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 29	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 30	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 31	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 32	Garage	Exhaust Fan		No Tag	No Tag	No Tag	
EF 33	Garage	Exhaust Fan		No Tag	No Tag	No Tag	

BACKFLOW PREVENTOR	Location	Filter Size	Qty	Make	Model #	Serial #	Year
2	Door 14 - Powerwasher		1	Watts	009M2	649161	
3	Fire Reel at Wled Tanks		1	Watts	009M2	130405	
11	Maintenance Boiler Room		1	Watts	909	246987	
12	Chemical Feed Stor Area		1	Watts	008PCQT	544401	

**4615 TRANTER ST - BUS STORAGE AREA**

MAU	Location	Filter Size	Qty	Make	Model #	Serial #	Year
MAU 1	Storage Area	16 X 20 X 2	35	Trane	DFIA2221F*NE1APM 22*DB**ABACAJAZA LAN	F10G05268	2010
MAU 2	Storage Area	16 X 20 X 2	35	Trane	DFIA2221F*NE1APM 22*DB**ABACAJAZA LAN	F10F03875	2009
MAU 3	Storage Area	16 X 20 X 2	35	Trane	DFIA2221F*NE1APM 22*DB**ABACAJAZA LAN	F10F03876	2009
MAU 4	Storage Area	16 X 20 X 2	35	Trane	DF1-222-HRB	20110018823001-01	2012
MAU 5	Storage Area	16 X 20 X 2	35	Trane	DF1-222-HRB	20110018823001-02	2012

UH	Location	Filter Size	Qty	Make	Model #	Serial #	Year
UH 1	Storage Area	Unit Heater		Trane	GKND017AEG1000D		2010
UH 2	Storage Area	Unit Heater		Trane	GKND017AEG1000D		2010
UH 3	Storage Area	Unit Heater		Trane	GKND017AEG1000D	F10H35636	2010
UH 4	Storage Area	Unit Heater		Trane	GKND030CEG1000AD	F10C31702	2010
UH 5	Storage Area	Unit Heater		Trane	GKND030CEG1000AD	F10C31698	2010
UH 6	Storage Area	Unit Heater		Trane	GKND030CEG1000AD	F10C31700	2010
UH 7	Storage Area	Unit Heater		Trane	GKND030CEG1000AD	F10C31697	2010
UH 8	Storage Area	Unit Heater		Trane	GKND030CEG1000AD		2010
UH 9	Storage Area	Unit Heater		Trane	GKND030CEG1000AD		2010
UH 10	Storage Area	Unit Heater		Trane	GKND030CEG1000AD	F10C31704	2010
UH 11	Storage Area	Unit Heater		Trane	GKND030CEG1000AD		2010

DUH	Location	Filter Size	Qty	Make	Model #	Serial #	Year
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DUH 1	Storage Area	Door Heater		JL Wing	GA-640	2011-0018508002-01	2012
DUH 2	Storage Area	Door Heater		JL Wing	GA-640	2011-0018508002-02	2012
DUH 3	Storage Area	Door Heater		JL Wing	GA-640	2011-0018508002-03	2012
DUH 4	Storage Area	Door Heater		JL Wing	GA-640	2011-0018508002-04	2012

EF	Location	Filter Size	Qty	Make	Model #	Serial #	Year
EF 1	Bus Storage	Exhaust Fan		Greenheck	VK-H10-H15-X	122154311009	2010
EF 2	Bus Storage	Exhaust Fan		Greenheck	VK-H10-H15-X	122154341009	2010
EF 3	Bus Storage	Exhaust Fan		Greenheck	VK-H24-A75-X	122154321009	2010
EF 4	Bus Storage	Exhaust Fan		Greenheck	VK-H24-A75-X	122154351009	2010
EF 5	Bus Storage	Exhaust Fan		Greenheck	VK-H24-A75-X	122154331009	2010
EF 6	Bus Storage	Exhaust Fan		Twin city	245C24-TFE	H11-398364-1-1	2012
EF 7	Bus Storage	Exhaust Fan		Twin city	245C24-TFE	H11-398364-1-2	2012
EF 8	Bus Storage	Exhaust Fan		Twin city	164-QSTR	H11398364-2-1	2012
EF 9	Bus Storage	Exhaust Fan		Twin city	245C24-TFE	H11-398364-1-4	2012
EF 10	Bus Storage	Exhaust Fan		Twin city	245C24-TFE	H11-398364-1-5	2012
EF 11	Bus Storage	Exhaust Fan		Twin city	245C24-TFE	H11-398364-1-6	2012
EF 12	Bus Storage	Exhaust Fan		Twin city	182C13-TFE	H11-398364-3-1	2012
EF 22	Bus Storage	Exhaust Fan		Greenheck	GB-240-20-X	02A25343	2002
EF 23	Bus Storage	Exhaust Fan		Greenheck	GB-240-20-X	02A25346	2002
EF 24	Bus Storage	Exhaust Fan		Greenheck	GB-240-20-X	02A25347	2002
EF 25	Bus Storage	Exhaust Fan		Greenheck	GB-240-20-X	02A25345	2002
EF 26	Bus Storage	Exhaust Fan		Greenheck	GB-240-20-X	02A25345	2002
EF 27	Bus Storage	Exhaust Fan		Greenheck	GB-240-20-X	02A25345	2002
EF 28	Bus Storage	Exhaust Fan		Greenheck	GB-240-20-X	02A25345	2002

HLC	Location	Filter Size	Qty	Make	Model #	Serial #	Year
HLC 1	Bus Storage	High Level Circulator		JL Wing	HLC-30-5R	2011-00-18508001	2012
HLC 2	Bus Storage	High Level Circulator		JL Wing	HLC-30-5R	2011-00-18508002	2012
HLC 3	Bus Storage	High Level Circulator		JL Wing	HLC-30-5R	2011-00-18508003	2012
HLC 4	Bus Storage	High Level Circulator		JL Wing	HLC-30-5R	2011-00-18508004	2012
HLC 5	Bus Storage	High Level Circulator		JL Wing	HLC-30-5R	2011-00-18508005	2012
HLC 6	Bus Storage	High Level Circulator		JL Wing	HLC-30-5R	2011-00-18508006	2012

BACKFLOW PREVENTOR	Location	Filter Size	Qty	Make	Model #	Serial #	Year
1	Door 21		1	Watts	909	649161	
9	Fire Suppression System		1	Ames	2001SS	101032	
10	Water Main		1	Watts	909	246987	

CO/NO2 SENSOR MODULE 25 PPM CO ALARM	Location	Filter Size	Qty	Make	Model #	Serial #	Year
CO/NO2 Combo	Bus Storage		19	Armstrong	AMC1222		

**420 SOUTH GRAND AVE. - CTC**

RTU	Location	Filter Size	Qty	Make	Model #	Serial #	Year
RTU 1	Roof	20 X 25 X 2 20 X 30 X 2	2 2	Trane	YHC120F4RZA27P6E1A1B6B0000000E0000000000	222414717L	2022
RTU 2	Roof	20 X 25 X 2 20 X 30 X 2	2 2	Trane	YHC120F4RZA27P6E1A1B6B0000000E0000000000	222414719L	2022
RTU 3	Roof	20 X 25 X 2 20 X 30 X 2	2 2	Trane	YZC120F4RVA27PEE1A1B6B0000000E1000000000	222914353L	2022
RTU 4	Roof	20 X 25 X 2 20 X 30 X 2	2 2	Trane	YZC120F4RVA27PEE1A1B6B0000000E1000000000	222914354L	2022
RTU 5	Roof	20 X 25 X 2 20 X 30 X 2	2 2	Trane	YHC120F4RZA27P6E1A1B6B0000000E0000000000	222414721L	2022

RTU 6	Roof	20 X 25 X 2 20 X 30 X 2	2 2	Trane	YHC120F4RZA27P6E1A1B6B0000000E0000000000	222012296L	2022
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EF	Location	Filter Size	Qty	Make	Model #	Serial #	Year
EF 1	Roof	Exhaust Fan		Loren	100C3B		1998
EF 2	Roof	Exhaust Fan		Loren	100C3B		1998
EF 3	Roof	Exhaust Fan		Loren	100C3B		1998

VAV	Location	Filter Size	Qty	Make	Model #	Serial #	Year
VAV 1	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 2	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 3	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 4	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 5	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 6	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 7	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 8	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 9	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 10	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 11	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 12	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 13	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 14	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 15	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 16	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 17	Ceiling	N / A		N / A	N / A	N / A	1998
VAV 18	Ceiling	N / A		N / A	N / A	N / A	1998

MS	Location	Filter Size	Qty	Make	Model #	Serial #	Year
MS 1	Managers Office	Mini Split		Fujitsu	AOU9RLFC	KYN000286	
MS 2	Information Booth	Mini Split		Fujitsu	AOU18RLFC	LPN001644	
MS 3	Computer Room	Mini Split		Enviro Air	KWCA18D0 / K1CA8000D00	N / A	

CP	Location	Filter Size	Qty	Make	Model #	Serial #	Year
CP 6	Basement	N/A		Bell & Gossett	N / A	N / A	1998
CP 7	Basement	N/A		Bell & Gossett	N / A	N / A	1998
CP 8	Basement	N/A		Bell & Gossett	N / A	N / A	1998
CP 9	Basement	N/A		Bell & Gossett	N / A	N / A	1998
CP 10	Basement	N/A		Bell & Gossett	N / A	N / A	1998
CP 11	Basement	N/A		Bell & Gossett	N / A	N / A	1998
CP 12	Basement	N/A		Bell & Gossett	N / A	N / A	1998
CP 13	Basement	N/A		Bell & Gossett	N / A	N / A	1998
CP 14	Basement	N/A		Bell & Gossett	N / A	N / A	1998

SC	Location	Filter Size	Qty	Make	Model #	Serial #	Year
SC 1	Basement	Steam Converter	1	N/A	N/A	N/A	1998

BACKFLOW PREVENTOR	Location	Filter Size	Qty	Make	Model #	Serial #	Year
1	Basement		1	Watts	909	438778	

**1240 SOUTH HARRISON ROAD - MMG**

MS	Location	Filter Size	Qty	Make	Model #	Serial #	Year
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MS		Mini Split	1	Trane	4TTB3024H1000-MHWX24H113R410		2015
<b>CP</b>	<b>Location</b>	<b>Filter Size</b>	<b>Qty</b>	<b>Make</b>	<b>Model #</b>	<b>Serial #</b>	<b>Year</b>
CP 1	Mechanical Room	Hydroponic Pump	1	Bell & Gossett	1 1/2 X 1 1/2 X 7B		2015
CP 2	Mechanical Room	Hydroponic Pump	1	Bell & Gossett	1 1/2 X 1 1/2 X 7B		2015
<b>VAV</b>	<b>Location</b>	<b>Filter Size</b>	<b>Qty</b>	<b>Make</b>	<b>Model #</b>	<b>Serial #</b>	<b>Year</b>
VAV 1		Fan Powered VAV	1	Trane	VSWF1600U**0000D D220-L-0W00000000-*00		2015
VAV 2		Fan Powered VAV	1	Trane	VSWF1600U**0000D D220-L-0W00000000-*00		2015
VAV 3		Variable Air Volumn	1	Trane	VCWF08		2015
VAV 4		Variable Air Volumn	1	Trane	VCWF06		2015
VAV 5		Variable Air Volumn	1	Trane	VCWF08		2015
VAV 6		Variable Air Volumn	1	Trane	VCWF04		2015
VAV 7		Variable Air Volumn	1	Trane	VCWF04		2015
VAV 8		Variable Air Volumn	1	Trane	VCWF06		2015
VAV 9		Variable Air Volumn	1	Trane	VCWF10		2015
<b>EF</b>	<b>Location</b>	<b>Filter Size</b>	<b>Qty</b>	<b>Make</b>	<b>Model #</b>	<b>Serial #</b>	<b>Year</b>
EF 1	Roof	Exhaust Fan	1	Greenheck	G-90-VG		2015
<b>RTU</b>	<b>Location</b>	<b>Filter Size</b>	<b>Qty</b>	<b>Make</b>	<b>Model #</b>	<b>Serial #</b>	<b>Year</b>
RTU 1	Roof	Roof Top Unit		Trane	YHD240F4RVA-HHC1C1B6		
<b>BACKFLOW PREVENTOR</b>	<b>Location</b>	<b>Filter Size</b>	<b>Qty</b>	<b>Make</b>	<b>Model #</b>	<b>Serial #</b>	<b>Year</b>
1	Boiler Room		1	Apollo	RPLF4A	47117	
2	Boiler Room		1	Apollo	RPLF4A	650528	
3	Boiler Room		1	Wilkins	375ASTDA	856	
4	Boiler Room		1	Wilkins	975XL2	4069394	

**EXHIBIT B  
PRICING SCHEDULE**

Year 1: May 1, 2023 to April 30, 2024  
 Year 2: May 1, 2024 to April 30, 2025  
 Year 3: May 1, 2025 to April 30, 2026  
 Year 4: May 1, 2026 to April 30, 2027  
 Year 5: May 1, 2027 to April 30, 2028

Please provide pricing for the following:

(A) The Price for preventative maintenance services shall be as follows:

DESCRIPTION	Year 1	Year 2	Year 3	Year 4	Year 5
4615 Tranter Street Lansing, MI 48910 Preventative Maintenance	\$	\$	\$	\$	\$
420 South Grand Avenue Lansing, MI 48933 Preventative Maintenance	\$	\$	\$	\$	\$
1240 South Harrison Rd. East Lansing, MI 48823 Preventative Maintenance	\$	\$	\$	\$	\$
<b>TOTAL YEARLY COST:</b>	\$	\$	\$	\$	\$

(B) Repair Services. The following hourly rates shall apply to HVAC equipment which are outside those listed in the Statement of Work / Scope of Work.

<b>REPAIR SERVICES – The following hourly rates apply to those services or repairs to HVAC equipment which are non-preventative maintenance:</b>					
DESCRIPTION	RATES / CHARGES Year 1	RATES / CHARGES Year 2	RATES / CHARGES Year 3	RATES / CHARGES Year 4	RATES / CHARGES Year 5
Hourly Rate for Monday - Friday 8 A.M. – 5 P.M. --Includes Fixed Fee Truck Charges, Fixed Fee Gas Surcharges, Fixed Fee Trip Charge	\$	\$	\$	\$	\$
Annual Estimated Hours During Normal Business Hours	120	120	120	120	120
Hourly Rates Outside of Normal Business Hours --Includes Fixed Fee Truck Charges, Fixed Fee Gas Surcharges, Fixed Fee Trip Charge	\$	\$	\$	\$	\$
Annual Estimated Hours Outside Normal Business Hours	20	20	20	20	20
Qty of technicians per service call					
<b>TOTAL YEARLY COST:</b>	\$	\$	\$	\$	\$

(C) Other Charges:

<b>MATERIAL COSTS – CATA will reimburse the Contractor for the cost of material used in repairing CATA equipment at the actual cost paid by the Contractor for the material, less discounts, rebates, and other adjustments allowed Contractor, plus the following percent of net cost, which shall be itemized on Contractor’s Invoice:</b>					
<b>DESCRIPTION</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Material Mark-up Percentage	%	%	%	%	%

<p><b>GRAND TOTAL:</b> ((A) Five (5) Year Totals + (B) Five (5) Year Totals)</p>	<p>\$</p>
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Bidder: \_\_\_\_\_

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

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

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

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

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

## EXHIBIT C SUBMITTAL CHECKLIST

Deadline: January 3, 2023, at 11:00 a.m. Eastern Time *(A quote will be automatically rejected if it is received after the stated deadline.)*

**All forms/certifications below MUST be completed and included when you submit you quote package.**

**Failure to submit the requested documents could result in determining the submission as non-responsive and rejected.**

- 
- Signed and completed Pricing Schedule Form
  - Signed and completed Submittal Checklist Form
  - Signed and completed Iran Economic Sanctions Act Certificate
  - Signed and completed Offer and Guarantees
  - Signed Certification of Primary Contractor Regarding Debarment & Suspension
  - Signed Certification of Lower-Tier Participants (Sub-Contractors) Regarding Debarment & Suspension (if applicable)
  - Signed and completed Lobbying Certificate
  - 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

**SUBMITTED QUOTE CONTAINS ALL COMPLETED FORMS/CERTIFICATIONS AS LISTED ABOVE**

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

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

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

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

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

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

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**EXHIBIT D**  
**IRAN ECONOMIC SANCTIONS ACT CERTIFICATE**

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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 OFFER**

**EXHIBIT E**  
**OFFER and GUARANTEES**

By execution below, the Bidder hereby offers to furnish the items as described herein. The Bidder also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

<b>FIRM'S NAME AND ADDRESS</b>		<b>PAYMENT REMITTANCE ADDRESS</b>	
<b>Name:</b>		<b>Name:</b>	
<b>Address:</b>		<b>Address:</b>	
<b>P.O. Box or Suite No.</b>		<b>P.O. Box or Suite No.</b>	
<b>City</b>		<b>City</b>	
<b>State</b>	<b>Zip</b>	<b>State</b>	<b>Zip</b>
<b>Contact Person:</b>			
<b>Telephone No.</b>	<b>Fax No.</b>	<b>E-Mail Address:</b>	
<b>FEDERAL EMPLOYER I.D. NUMBER:</b>		<b>SOCIAL SECURITY NUMBER:</b> (If Federal I.D. is not applicable)	
<b>Payment Terms:</b>		<b>Age of Firm:</b>	
<b>Disadvantaged Business Enterprise:</b> ( ) Yes            ( ) No If yes, attach the certificate from the certifying agency.			
<b>Minority Business Category:</b> ( ) Female ( ) Black ( ) Hispanic ( ) Asian American ( ) Indian/Alaskan Native ( ) Other ( ) Not Applicable			
<b>Annual Gross Receipts:</b> ( ) less than \$500,000 ( ) \$500,000 to \$1 million ( ) \$1 million to \$5 million ( ) greater than \$5 million			
<b>Contractor's License Type:</b>			
<b>Contractor's License Number:</b>			
<b>License Expiration Date:</b>			
<b>NAME OF BIDDER (Type or Print)</b>		<b>TITLE OF BIDDER</b>	
<b>Signature of Contractor's Authorized Official</b>		<b>(Date Signed)</b>	

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

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

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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 OFFER**

**EXHIBIT 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 OFFER**

**EXHIBIT H  
LOBBYING CERTIFICATE**

**CERTIFICATE REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS  
(To be submitted with each bid or offer exceeding \$100,000).**

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name & Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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

**EXHIBIT I**  
**TERMS and CONDITIONS**

CAPITAL AREA TRANSPORTATION AUTHORITY  
**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 override Contractor or Subcontractor specifications. The Contractor shall assume responsibility for all materials used whether the same is manufactured by the Contractor or purchased ready made from a source outside Contractor's company. In the case of the replacement of a Subcontractor, the Contractor must, within five (5) working days, notify CATA in writing of the replacement and provide name, address, telephone number, and the type of service.
6. **DELIVERY.** Service and/or equipment will be delivered to Capital Area Transportation Authority, 4615 Tranter Street, Lansing, Michigan 48910. The Authority will assume custody of all property at one of its other locations, if so directed, in writing by CATA. Invoices shall be furnished with the delivery of each item. CATA reserves the right to inspect all deliveries or services before acceptance.
7. **BREACH OF CONTRACT.** If the Contractor shall fail, refuse or neglect to comply with the terms of these contract conditions, such failure shall be deemed a total breach of contract. Contractor shall be subject to all legal remedies that CATA may have and CATA may recover, in addition to any damages or costs relating to failure to comply, its reasonable attorneys' fees resulting from Contractor's breach.
8. **DISPUTES (AFTER BID AWARD).** Except as otherwise provided in the contract, any dispute concerning a question of fact arising under the contract which is not disposed of by agreement between CATA and Contractor shall be decided by CATA's Program Manager in writing, with a copy mailed or otherwise furnished to the Contractor. The decision of CATA shall be final and conclusive unless within ten (10) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to CATA a written appeal addressed to CATA's Chief Executive Officer for the determination of such appeal, which shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of the dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with CATA's decision.
9. **DELIVERY EXTENSION AND DELAYS.** CATA reserves the right to extend, postpone or reschedule delivery in case the delivery of service equipment, under this contract, shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, as detailed in writing by the Contractor, the time of completion or a delivery shall be extended by a number of days to be determined in each instance by CATA.
10. **INSTALLATION.** If specified, the Contractor shall install and place in operation, subject to approval by CATA, the equipment at the Contractor's expense within thirty (30) days from issuance of a notice to install issued by CATA.

11. **INSTALLATION EXTENSION AND DELAYS.** CATA reserves the right to extend, postpone, or reschedule installation in case the installation of equipment under this contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason or cause or circumstances beyond the control of the Contractor. The time of completion or installation shall be extended by a number of days to be determined in each instance by CATA.
  12. **ASSEMBLY.** If required, the Contractor shall assemble the equipment at its expense prior to installation.
  13. **ACCESSORIES.** The Contractor shall furnish, without additional cost, all accessories required to permit CATA to operate any equipment being provided.
  14. **TRAINING.** The Contractor, without additional cost, shall properly train CATA personnel in the operation and maintenance of the equipment provided.
  15. **SERVICE MANUAL AND WIRING SCHEMATIC.** If specified, the Contractor will provide at least one copy of a service manual and at least one copy of a wiring schematic for individual components and other schematics and drawings.
  16. **WARRANTY.** The Contractor shall describe its policy or warranty(s) both on workmanship and material as applying to the equipment, along with the method or adjustment, and shall be further subject to warranty requirements of CATA as set forth in the following Paragraph 17.
  17. **CATA WARRANTY.** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable warranties the Contractor gives any customer for such equipment and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to CATA by any other clause of this contract. The Contractor shall state the warranty and supply with its bid.
  18. **INSURANCE.** The Contractor shall place and maintain with responsible insurance carriers the following insurance. The Contractor shall deliver to CATA, upon request, certificates of insurance which shall provide thirty (30) days' written notice to be given to CATA in the event of cancellation. Contractor shall require all Subcontractors to maintain adequate insurance coverage.
    - (a) Workers' Compensation and Employer's Liability Insurance.
      - (1) Workers' Compensation in compliance with the applicable state and federal laws.
      - (2) Employer's Liability. Limit \$1,000,000.
    - (b) Commercial General Liability Insurance, including Professional Liability, Blanket contractual, XCU Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence/claim, subject to a \$2,000,000 annual aggregate for Professional Liability, Completed Operations and Personal Injury other than Bodily Injury.
    - (c) Automobile Liability Insurance, including owned, hired and non-owned automobiles, Bodily Injury and Property Damage, to a combined single limit of \$1,000,000 each occurrence.
  19. **INDEMNIFICATION.** In addition to the protection afforded by any policy of insurance, the Contractor agrees to indemnify and save harmless CATA, the Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and all officers, agents, and employees thereof:
    - (a) From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the Contractor in connection with the Contractor's performance of the contract; and
    - (b) From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation and response, and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the Contractor's negligent performance of the contract.
- CATA will not be subject to any obligations or liabilities by Subcontractors of the Contractor or their Subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
20. **ACCEPTANCE OF MATERIAL - NO RELEASE.** Unless CATA otherwise agrees in writing, acceptance of any portion of the material prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials or for failure to fully comply with all of the terms of this contract. CATA reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the contract requirements and specifications; provided, however, that CATA is under no duty to make such inspection and no inspection so made shall relieve Contractor from any obligation to furnish materials and workmanship in accordance with the contract requirements and specifications.
  21. **FINAL ACCEPTANCE.** Upon final acceptance by CATA of all work to be performed by the Contractor, CATA will so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.

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

To CATA:

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

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

1. NONDISCRIMINATION.

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

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

2. DBE REQUIREMENTS.

- (a) Contractor will carry out the applicable requirements of the Michigan Department of Transportation's Disadvantaged Business Enterprise ("DBE") program and 49 CFR 26, including, but not limited to those requirements set forth in Appendix B, attached hereto and made a part hereof. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CATA deems appropriate, which may include, but is not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages and/or disqualifying the Contractor from future bidding as non-responsible.
- (b) Contractor shall pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from CATA. In addition, Contractor shall return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed. Contractor must promptly notify CATA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete the work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CATA.
3. **CONTINGENT FEES.** The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, CATA shall have the right to annul this contract without liability.
4. **RECORDS/AUDITS.** The Contractor shall maintain and retain, and shall require all its subcontractors to maintain and retain, complete and accurate books, documents, papers, accounting records, contracts, and other evidence with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and CATA, or their duly authorized representatives, access to such data and records, and the right to inspect and audit all data and records of the Contractor relating to its performance under the contract, and to make transcripts therefrom as necessary. Contractor shall retain all work data, documents, records, accounts and reports related to this contract for a period of three (3) years from the date of final payment under this contract or from expiration or other termination of this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.
5. **CONFLICT OF INTEREST.** The Contractor certifies that, to the best of its knowledge, no CATA employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this contract.
6. **INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS.** No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
7. **DEBARMENT AND SUSPENSION.** Contractor must comply with U.S. DOT regulations "Nonprocurement Suspension and Debarment", 2 CFR Part 1200, which adopt and supplement the U.S. Office of Management and Budget ("U.S. OMB") "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. Contractor will not make any contract, subcontract, or lease for the project without first confirming that its proposed contractor, subcontractor, or lessee is not listed as barred or excluded from participating in government contracts in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov).
- Contractor agrees to comply with federal debarment and suspension regulations and guidelines when administering any contract or subcontract of \$25,000 or more, regardless of tier. A contract or subcontract award may not be made to a prospective contractor or subcontractor if that contractor is excluded or disqualified under the standards of the U.S. DOT regulations in the U.S. OMB Guidelines, unless the federal government has provided an exception as permitted under those regulations and guidelines. In addition, contracts of any amount for federally required audit services or for contracts which require the consent of a federal official are also covered by these DOT regulations and U.S. OMB Guidelines. Contractor must obtain the compliance of lower tier contractors, subcontractors, and lessees with the U.S. DOT debarment and suspension regulations and the U.S. OMB Guidelines that apply to them. The Contractor further agrees to include provisions requiring compliance as set forth above in lower tier covered transactions.
8. **MDOT AND FTA TERMS.** All contractual provisions that the Michigan Department of Transportation ("MDOT") or the Federal Transit Administration ("FTA"), by law or regulation, require to be included in contracts supported by state or federal financial assistance, including the requirements set forth in FTA Circular 4220.1F, as updated and amended, and the Master Agreement between CATA and FTA as it may be amended, are hereby incorporated by reference. FTA required terms and MDOT required terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. Contractor shall not refuse to comply with any CATA request to conform this contract to include MDOT or FTA required contractual provisions. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA to be in violation of the FTA mandated contractual provisions.
9. **COMPLIANCE WITH LAWS.** The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government which may, in any manner, affect the performance of the contract.

10. CLEAN AIR. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401, *et seq.* If state or local air pollution regulations are in force, the more restrictive criteria shall govern. The Contractor and any subcontractors or suppliers must submit evidence to CATA that the governing air pollution criteria will be met. The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
11. BUY AMERICA PROVISIONS. N/A
12. CERTIFICATION REGARDING LOBBYING. This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix C), must be signed and returned as a term and condition of this Agreement and its terms are incorporated by reference herein.
13. PREVAILING WAGE. N/A
14. BID BOND. N/A
15. PROTESTS. Any protests shall be filed timely in accordance with the CATA Procurement Protest Procedures. These Procedures are available from the CATA Purchasing & Contracts Manager and the CATA CEO/Executive Director, at the following address: Capital Area Transportation Authority, 4615 Tranter Street, Lansing, MI 48910.
16. PERFORMANCE & PAYMENT BONDS. N/A
17. FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall not, by action or by inaction, cause CATA to be in violation of FTA regulations, policies, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.
18. NO GOVERNMENT OBLIGATION. Notwithstanding any concurrence by the Federal Government or MDOT in, or approval of, the solicitation or award of this Agreement, absent the express written consent by the Federal Government or by MDOT, neither the Federal Government nor the State of Michigan is a party to this Agreement, and neither shall be subject to any obligations or liabilities to CATA, the Contractor or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
19. CLEAN WATER. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
20. ENERGY CONSERVATION. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
21. RECOVERED MATERIALS. N/A
22. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 ("Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use United States Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a United States Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
23. CARGO PREFERENCE. N/A
24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.
  - (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Rights Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, or the applicable Federal law to the extent the Federal Government deems appropriate.
- (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## 25. SAFE OPERATIONS OF MOTOR VEHICLES

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

## APPENDIX A

### **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 B

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

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

## APPENDIX C

### 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