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# Capital Area Transportation Authority

## Paratransit Demand Response Services (a) ADA Complementary Spec-Tran Services and (b) Supplemental Services For Rural Areas

### Request for Proposal – Project # 2017-137

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#### SCHEDULE OF ACTIVITIES

RFP Released:	October 2, 2017
Written Questions Due to CATA:	October 24, 2017 @ 5:00 PM
Pre-Proposal Meeting:	October 26, 2017 @ 10:00 AM
CATA's Responses to Questions Released:	November 3, 2017
Number of Proposals and Due Date:	Submit (7) proposal copies and (1) electronic ("PDF") copy on CD/DVD or flash drive by 2:00 PM on November 21, 2017
Oral Interview(s)	Week of December 11, 2017
Anticipated Award Date:	February 21, 2018

**Released on: October 2, 2017**

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## Capital Area Transportation Authority

# PARATRANSIT DEMAND RESPONSE SERVICES

## (a) ADA Complementary Spec-Tran Services and (b) Supplemental Services For Rural Areas

### Request for Proposal - Project #2017-137

## SECTION I: PROCUREMENT PROCESS

### I-A Issuing Office and Terms

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 in writing and addressed to CATA's Purchasing & Contracts Department:**

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

"Respondent(s)", "Contractor(s)", "Firm(s)", "Bidder(s)", "Vendor(s)", and similar terms in this RFP refer to those who respond or submit proposals to CATA regarding the RFP.

### 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.

Andrew Brieschke  
Director of Operations  
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 his 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 and attend Progress Meetings as required by the CATA Project Manager.

## I-D Incurring Costs

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

## I-E Contract Term

The term of the proposed contract will commence on April 1, 2018 and continue for a period of three (3) years, through March 31, 2021. CATA shall thereafter have two, one-year options to extend the contract term.

## 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.

## I-G Type of Contract

The award of this solicitation will result in a **Fixed Price Contract or Contracts based on vehicle hours for each type of service (i.e., Spec-Tran Services and Supplemental Services).**

**Respondents may choose to submit proposals on one or both services, separately or combined.** CATA reserves the right to award the contract to one or multiple bidders at its sole discretion.

## 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, e-mail, or fax) 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. Any such meeting will be held the CATA Administrative offices unless otherwise stated. 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 for information only; vendor attendance is not mandatory. However, interested vendors are strongly encouraged to attend.

## 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 outlined in this RFP. Proposals are to be submitted only to CATA. No other distribution of proposals is 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 price sheets, 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.

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.

Proposals should include the following:

1. Company Qualifications
2. Personnel & Experience
3. Certifications
4. Pricing
5. Required Submittals (Forms & Exhibits)
6. The requirements in Part III-X below.

## I-K Acceptance of Proposal Content

The contents of this RFP and its attachments will become contractual obligations if a contract ensues. Failure to accept these obligations may result in elimination of the respondent from the selection process.

## I-L Economy of Presentation

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

## I-M 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 proposed subcontractors must be included in the initial proposal with descriptions of their qualifications and the qualifications of the key individuals assigned to this project. Each subcontractor must be approved by CATA.

All subcontracted work as to which costs will be billed to CATA or other outside services must comply with CATA's procurement procedures. 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, including subcontractor's project quality and performance.

Respondents should make every effort to include Disadvantaged Business Enterprises in this project.

## I-N 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, contractor will provide a Request for a Task Order describing the work to be done and all associated costs. If the request is approved, CATA will issue a written task order. CATA will pay for additional goods and services only as covered by an issued task order.

## I-O Selection Criteria

CATA intends to issue a contract to the agency whose proposal best conforms to the solicitation. CATA will constitute an ad hoc committee to evaluate all proposals. Those firms deemed by CATA to be most responsive to the needs of CATA may be asked to make oral presentations to CATA (see Section I-P, Oral Presentation, below).

Responses to this RFP will be evaluated based upon the proposed pricing or cost and the following technical factors as presented in the respondent's proposal, listed in order of importance:

- **Method of Approach to the Scope of Work, Contract Management, and Responsibilities.** The proposal must describe how the Contractor will perform the Scope of Work, Contract Management and Responsibilities. This also addresses quality of information submitted in the proposal, including completeness, relevance, conciseness, and organization of materials presented.
- **Understanding of the Problem and Objectives.** The proposal must demonstrate Contractor's understanding of the project.
- **Cost Efficiencies.** This addresses how the proposal would improve or otherwise affect cost efficiencies at CATA and specifically with reference to the Scope of Work, Contract Management, and Responsibilities.
- **Capability and qualifications of the prime firm and all subcontractors.** This addresses distribution of staff time to the project and the Contractor's past record of performance on similar assignments (such as control of costs, quality of work, and ability to meet schedules). The Contractor will also be evaluated on its past experience in managing subcontractor relationships

- **Capability and qualifications of the key individuals.** This addresses key individuals from the primary Contractor and any named subcontractors, including previous work on similar projects, technical experience, education, and training.
- **Quality Assurance.** Description of quality control measures and the system for ensuring quality standards.
- **Customer Satisfaction.** Measures used, training of staff, staff available, handling of complaints, and follow-through on complaints.

CATA will evaluate criteria on a best value basis which considers price or cost 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 as a 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.

CATA may require respondents to improve their proposals and discuss or renegotiate terms and to submit final and best offers.

## I-P 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. 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 an oral presentation is required, the vendor shall be responsible for all related costs, including travel, meals, lodging, etc.

## I-Q 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.

- 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-R 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

The invoice must contain the following information:

1. Invoice Number
2. Purchase Order Number
3. Task Order Number
4. Description of Work Completed
5. Validated Documentation of the Services Provided
6. Contact Person and Phone Number
7. Payment Remit Address

The Project Manager 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 Manager 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 may pay for outside services directly to avoid any mark-up or sales tax.

## SECTION II: STATEMENT OF WORK

### II-A Background-Paratransit Services

CATA is the regional public transportation provider for the greater Lansing area. Specifically, CATA currently provides transit service to the Cities of Lansing and East Lansing, the Townships of Lansing, Delhi, and Meridian and Ingham County. CATA operates over 32 fixed bus routes, primarily in urban areas, and demand-response services in rural Ingham County, as well as in Delhi and Meridian Townships and the Cities of Mason and Williamston. CATA also provides demand-response curb-to-curb Spec-Tran service to meet the needs of persons with disabilities. CATA provided 10.6 million passenger trips in fiscal year 2016.

CATA's ADA Complementary service, Spec-Tran, is both directly operated by CATA employees and provided through a contractor, together at a total of over 1,500 rides per day. CATA provides directly operated Spec-Tran to as many eligible customers as possible, including all those who must use wheelchairs or mobility devices. CATA will provide vehicles to the Contractor for delivery of Spec-Tran contracted service for those that CATA is unable to serve. To date, such contracted service has been for ambulatory customers, customers who can transfer from a wheelchair, personal care assistants ("PCA"), and guests.

Contracted Supplemental Service is provided for all customers (with and without disabilities) outside of the urban area. Supplemental Services include CATA Rural Service, Mason and Williamston/Webberville Connector, and Mason Redi-Ride. Service descriptions can be found at [CATA.org](http://CATA.org).

### II-B Objectives of the Project

The specific objective for this Project is to secure the services of one or multiple Contractor(s) to deliver one or both ADA Spec-Tran and Supplemental Paratransit Services that provide:

- Prompt courteous service to CATA customers, including those who are ADA certified.
- Hire and maintain an active work force large enough to cover all runs.
- Provide office and street management and supervision.
- Create and schedule runs efficiently.
- Maintain and improve CATA efficiencies.
- Dispatch all activities related to trips booked on Contractor's runs.
- Hire and maintain an active maintenance workforce.
- Maintain and perform routine service on all vehicles.
- Maintain accurate fare counts, passenger counts, and all other required reporting.
- Comply with all state and federal requirements.

## II-C Scope of Work-Contracted Spec-Tran Service

**CATA's ADA Complementary Paratransit ("Spec-Tran") Service** is advance reservation curb-to-curb service for persons with disabilities who are unable to use fixed route service due to their disability. Spec-Tran service is highly specialized and is provided to individuals who have been certified as eligible pursuant to Americans with Disabilities Act ("ADA") Regulations.

Operator awareness and sensitivity to customer needs is critical to these services. Vehicle operators must assist customers to ensure safe and comfortable transportation. Drivers are required to assist customers to and from vehicle, including loading and unloading packages, opening and closing vehicle doors, securing seatbelts, and securing wheelchairs and other mobility devices inside the vehicle when assistance is needed or requested. At times, a higher level of assistance may be required by the operator in order to facilitate safe and efficient transportation due to special needs of the customer or logistical problems at a location.

Operators must also make a reasonable effort to notify customers of their arrival such as honking the horn, exiting the vehicle to announce arrivals, and even entering public locations if doing so does not cause a safety risk to others.

Operators must drive safely and follow the most efficient routing possible in consideration of distance, time parameters, and road conditions.

Operators must be trained to give accurate information regarding Spec-Tran service and other CATA services.

Operators represent CATA and must reflect CATA's "best in class" image.

### Hours of Operation

Services to be provided under the terms of this contract as follows: Monday – Friday from 5:40 a.m. to 11:35 p.m. Saturday hours of service are from 8:15 a.m. to 11:35 p.m. Sunday hours of service are from 8:15 a.m. to 7:10 p.m. Spec-Tran Service is not provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Easter, and Christmas.

CATA has three routes that operate on Thursday, Friday and Saturday, later than the standard service hours above. During these extended hours, CATA's directly operated service provides service on these routes.

### Area of Service

The Spec-Tran Service area is the Cities of Lansing and East Lansing and the Townships of Lansing, Delhi, and Meridian, plus areas within three-quarters of a mile beyond CATA fixed route service along the boundaries of Ingham and Eaton Counties and Ingham and Clinton Counties. Spec-Tran service boundaries are subject to change.

### Vehicles

Contracted Spec-Tran service is provided by a CATA fleet of fifty-three (53) low-floor gas mini-vans with an average age of two (2) years and an average life mileage of 100,574, and three (3) small diesel buses with an average age of seven (7) years and average life mileage of 153,831.

### Types of Customers

For the purposes of counting ridership, customers are categorized by the following types:

- ADA certified customers who have been certified as eligible for ADA Complementary Paratransit service,

- Non-certified paying guests of customers such as guests of the ADA certified customers,
- Non-paying customers such as personal care assistants ("PCAs") of certified customers or children under 42 inches tall, CATA employees who are ADA certified and CATA employees who ride for the purpose of service evaluation.

Trips for personal assistants and guests must be booked in advance. Assistants and guests must be picked up and dropped off at the same locations as the certified customer. ADA regulations require that ADA certified customers be allowed to take one guest. Additional guests may be allowed if capacity permits.

### Eligible Billing Costs

Contractor may bill CATA only for service hours for trips provided for customers who have been certified as eligible for ADA Complementary Paratransit service (billable customers). Contractor will not bill or provide separate trips for personal assistants or guests (non-billable customers).

### Historical Ridership, Hours, and Mileage Information

The information listed below is for contracted Spec-Tran service for the period of October 1, 2015, through September 30, 2016, is provided as background for cost analysis and price quotes.

	<u>Certified Customers</u>	<u>PCA Customers</u>	<u>Service Route Customers</u>	<u>Hours</u>	<u>Miles</u>
Weekday	190,726	12,267	10,380	96,648	1,595,537
Saturday	12,002	1,652	—	6,747	112,121
Sunday	<u>8,212</u>	<u>1,326</u>	<u>—</u>	<u>5,266</u>	<u>86,261</u>
Total	<u>210,940</u>	<u>15,245</u>	<u>10,380</u>	<u>108,661</u>	<u>1,793,919</u>

### Dispatching and Scheduling

CATA will be responsible for managing the run templates, subscriptions and trip batching/scheduling. It will be the Contractor's responsibility to efficiently manage runs and trips using the Trapeze PASS program that will be provided by CATA. CATA will assist with Trapeze PASS program training during the transition period.

Contractor is responsible for dispatching contracted Spec-Tran service to fulfill the schedule provided by CATA.

Any changes to trips including cancellations and additional trips that occur on the day of operation must be honored by the Contractor if the change has been authorized by CATA. Contractor may not cancel or modify trips without CATA's approval.

CATA reserves the right to perform all or part of dispatching requirements, if it is determined that service quality or efficiency would improve as a result of the change. CATA Reserves the right to increase or decrease the run structure based on seasonal needs and other service considerations.

## II-D Scope of Work-Supplemental Services

CATA Supplemental Service provides a variety of demand response and flex-route transportation services as scheduled by CATA, primarily in Ingham County. Services include curb-to-curb service for the general population (Mason Redi-Ride and CATA Rural Service), flexible route connector service from Lansing to Mason (Mason Connector) and Okemos to Webberville (Williamston / Webberville Connector). Operator awareness and sensitivity to customer needs is critical to these services. Operators must be physically capable of assisting customers to and from the vehicle if needed, properly securing manual and motorized wheelchairs and other mobility devices, and assisting in loading and unloading shopping bags.

Although CATA's service area is Ingham, Clinton, and Eaton Counties, the primary areas served by CATA Supplemental Services are: rural Ingham County with some overlap into the urban service areas of the Cities of Lansing and East Lansing and the Townships of Lansing, Meridian, and Delhi. The Contractor may be required to interface with transit systems in neighboring counties and to provide service added by CATA in Eaton and Clinton Counties.

### **CATA Rural Service**

CATA Rural Service provides advance reservation trips between the rural communities of Ingham County and to and from the rural areas and transfer locations in the urban areas of Ingham County. The hours of service are between 7 a.m. and 6 p.m. on Monday through Friday. In order to be assured of a ride, customers must request trips by 5 p.m. the business day before the ride is needed. Rides are scheduled and dispatched by CATA. CATA will consider proposals for this service to be dispatched by the Contractor.

### **Mason and Williamston/Webberville Connector Service**

The Connectors are scheduled shuttles between Mason and South Lansing and between Webberville and Okemos. The routing of the Connectors is determined by CATA. The Williamston/Webberville Connector has eight scheduled departures from Webberville to the Meridian Mall and seven departures from the Meridian Mall to Webberville on Monday through Friday between the hours of 7:15 a.m. and 5:40 p.m. The Saturday Connector makes nine departures from the Meridian Mall and eight departures from Williamston. Saturday hours for the Williamston/Webberville Connector are 7:20 a.m. to 4:35 p.m. The Mason Connector has six scheduled departures from Mason to South Lansing and six departures from South Lansing to Mason on Monday through Friday. The Saturday Connector makes five departures from Mason and South Lansing. Service hours for the Mason Connector are 7:15 a.m. to 6:00 p.m. on weekdays and from 8:30 to 4:00 on Saturdays. Customers whose trips originate and end at the end of the line of either Connector Service are not required to make advance reservations. When arranged in advance, customers may be picked up or dropped off at a location that is within one mile of the designated route on Mason Connector. Customers on the Williamston / Webberville connector may be picked up or dropped off at a location within the Williamston city limits when the ride is requested in advance. Advance requests are not required if there is no deviation as there are numerous fixed stops along both Connector routes.

### **Mason Redi-Ride Service**

The Mason Redi-Ride Service provides demand-response rides within defined geographic areas. The Mason Redi-Ride service boundaries are Harper Road to the north, Ives Road to the East, Tomlinson Road to the south, and College Road to the west. Rides may be requested within 30 minutes of the requested pick up time. Rides are scheduled and dispatched by CATA. CATA may change the minimum time to request rides as warranted by demand.

## Vehicles and Runs

CATA Rural Service, Mason Connector, Williamston / Webberville Connector and Mason Redi-Ride currently operate with a minimum of eighteen (18) small lift-equipped (gas or diesel) buses with an average age of seven (7) years and average life mileage of 153,831. Rides are scheduled and may be dispatched by CATA. Operators must be able to efficiently provide each type of service.

Runs are created by CATA and are subject to change due to ridership demand. The contractor will be subject to penalties if the required number of runs are not opened on any given day.

<u>Type of Service</u>	<u>Days of Operations</u>	<u>Hours of Service</u>
CATA Rural Service	Monday – Friday	7:00 a.m. to 6:00 p.m.
Mason Connector	Monday – Friday	6:30 a.m. to 6:00 p.m.
Mason Connector	Saturday	8:30 a.m. to 4:00 p.m.
Williamston/Webberville Connector	Monday – Friday	7:15 a.m. to 5:40 p.m.
Williamston/Webberville Connector	Saturday	7:20 a.m. to 4:35 p.m.
Mason Redi-Ride	Monday – Friday	6:30 a.m. to 6:00 p.m.
Mason Redi-Ride	Saturday	8:30 a.m. to 4:00 p.m.

CATA reserves the right to provide service directly and to use other service providers. Respondent should indicate their willingness to provide additional service or substitute service.

## Dispatching

CATA schedules and dispatches Supplemental Services. Respondents are requested to indicate in their proposals whether they would take on dispatching responsibilities for Supplemental Services and the incremental additional cost of doing so.

## II-E Spec-Tran and Supplemental Services

### Trip Reservation (Spec-Tran and Supplement Services)

CATA is responsible for receiving customer ride requests. CATA's paratransit staff schedules trips that are to be provided by the Contractor. The Spec-Tran office is open every day of the year between 8:00 a.m. and 5:00 p.m. to receive customer requests for trips. Spec-Tran customers are to request trips no later than 5:00 p.m. on the day before the trip is needed. Currently, trips on Spec-Tran may be requested up to fourteen days before the trip is needed. The fourteen-day advance reservation period may be changed in the future if CATA determines that service quality or efficiency would improve as a result of the change. Reservations for trips on contracted Supplemental Services may be requested up to seven days before the trip is needed. Customers are notified of the 15 minute "Be Ready Window" for Spec-Tran and the 15 minute "On Time Window" for Supplemental Services at the time of booking.

### Billable Service Hours

CATA requires respondents to state that they can meet the service schedule provided. They should also provide the price per eligible hour of operation. Eligible hours for billing are from when the bus arrives to the first pick-up and when the bus drops-off the last passenger for Spec-Tran and from when the bus leaves the Contractor's property until it returns to the Contractor's property for Supplemental Services. Time spent for training, lunches, random drug and alcohol screenings and related reliefs, pre-trip and post trip inspections, maintenance, breakdowns, accident/incident investigations, creation of any reports, vehicle cleaning, fueling and any time not accounted for in the run are not eligible costs for reimbursement.

## **Changes to Hours, Days, and Areas of Service**

Any component of Spec-Tran or Supplemental Services may be altered, increased or decreased based upon ridership, demand and or funding. The Contractor must have the capability to extend services to encompass additional weekday, weekend including Sundays, and holiday hours in the future. The Contractor must also be willing to reduce service without expectation of adjusting the price rates, upon CATA's request.

## **II-F Miscellaneous**

### **AUTOMATIC VEHICLE LOCATOR AND MOBILE DATA TERMINALS**

CATA currently uses Trapeze automatic vehicle locator (AVL) and mobile data terminal (MDT) equipment. CATA will assist with training Contractor key personnel on how to use the equipment, the reporting requirements, and procedures for maintaining equipment when necessary. The Contractor will be responsible for training its personnel to competently use the equipment and for the accuracy of information entered. The Contractor will be responsible for using all functions of AVL and MDT technology for delivery of service and collection of data and reporting as required by CATA.

Contractor will be responsible for validating runs daily to ensure data in Trapeze PASS is accurate. Invoices submitted by the Contractor will be reviewed by CATA staff and compared to data in Trapeze PASS.

### **COMMUNICATION WITH OPERATORS**

The CATA office and all CATA vehicles are radio and Computer Aided Dispatch (CAD) equipped. The Contractor will be expected to monitor radio and CAD communication whenever necessary in case of mechanical breakdowns, emergencies, or problems with the radio system or MDT/CAD equipment at CATA. The Contractor shall also be required to provide two-way radio communication on the same frequency used on CATA vehicles if additional vehicles are provided by the Contractor. This may be accomplished by using handheld radios if the range of transmission is adequate.

### **COMPUTER PROGRAMS**

CATA will provide computer programs that are required for managing runs and dispatching trips and tracking the vehicle.

Contractor must state willingness to comply with all computer software licensing criteria and to comprehensively use the software given under this contract.

### **COMPUTER AND COMMUNICATION EQUIPMENT**

The Contractor will be required to supply and maintain all computer and communication equipment that has sufficient memory, speed, and storage capacity needed for running the Trapeze PASS, AVL and MDT programs for producing reports required by CATA. This equipment includes, but is not limited to, computers, modems, printers, facsimile machines, telephone equipment, data lines and service. The costs of telephone service, Internet service, computer training and service agreements, repairs, paper and ink will be the responsibility of the Contractor. A wireless connection (Wi-Fi) must be sufficient to reach all vehicles when parked on Contractor's property. This connection will ensure that all vehicles are able to receive electronic updates, electronic files, and have the ability to download the operator's manifest prior to leaving the Contractor's property.

## **SECTION III: CONTRACT MANAGEMENT AND RESPONSIBILITIES**

### **III-A On-time Performance**

The Contractor is responsible for meeting service quality and on-time standards as set by CATA.

Performance of this contract shall require the Contractor to meet a daily ninety-two percent (92%) on-time appointment and pickup performance standard, unless CATA scheduling is the reason for late or missed trips. The "On-Time Window" or "Be Ready Window" is defined as the period beginning five minutes before the scheduled appointment time and no more than ten minutes after than the scheduled pick-up time. The only factor more important than on-time performance is safety. Due to extreme weather conditions, there may be days when strict on-time performance requirements will be waived in order to optimize safe operation. These days will be determined by CATA.

CATA will not tolerate failure to provide service due to a lack of vehicle operators or vehicles that are inoperable due the Contractors failure to maintain them. The Contractor agrees that time is of the essence in the performance of this contract. Failure to perform in accordance with this subsection III-A will be a material breach of contract, at the sole determination of CATA.

#### **RIDE TIME**

Ride time is the period a passenger spends onboard the vehicle; the elapsed time between pick-up and drop-off. The ADA requires that most trips be scheduled to last no longer than the actual time the same trip would take on the fixed route bus (including walking to the bus stop and waiting for the bus.) It is expected that ninety-two percent (92%) of all segments of ADA passenger trips during any month will be completed within the ADA guidelines.

#### **WAIT TIME**

Vehicle operators will be required to wait at the pick-up location up to five minutes or until the scheduled pick-up time for a passenger unless it is confirmed that the passenger will not be ready. If the passenger is not visible to the driver, the driver must make a reasonable attempt to contact the CATA passenger before leaving. Such efforts will include radio communication with the dispatcher and checking that the driver is at the correct residence or building entrance. In all cases, dispatch must be notified of the impending no show. Dispatch approval is required before driver can leave.

#### **MISSED TRIPS**

Contractors are expected to complete one hundred percent (100%) of all trips as scheduled and accepted. Trip completion is defined as a vehicle arriving to pick up a passenger within the 15 minute On-Time or Be Ready Window and getting the passenger to his/her appointment on time. In cases where the passenger was ready and available to travel, and the vehicle was not present within the time specified, the trip is considered "missed."

### **III-B Quality Control and Quality Assurance**

The Contractor will be responsible for monitoring and reporting on-time and service-quality standards on a frequent and regular basis and as requested by CATA. Proposals should include a written plan for monitoring on-time performance and service quality standards (*i.e.*, revenue hours, passengers per hour, customer comments, miles between accidents, preventative maintenance performance, etc.). The plan must also include how the plan will be administered and implementation assurances. In addition, the Contractor must employ a minimum of two (2) Road Supervisors whose primary duties are on the street in order to provide quality service. These supervisors are in addition to required key management personnel (*i.e.*, the General Manager, Assistant Manager or Operations Manager, and Maintenance Manager).

### III-C Penalties

On-time performance may be documented by customer complaint, Contractor notification, and/or AVL record by CATA personnel, including Local Advisory Committee members or by examination of the driver's manifest by determining whether the driver's scheduled time and actual arrival times exceed the appropriate window for each type of service, as noted above. Contractor(s) are required to report to CATA when they are late for any customer and does not meet the required on-time performance. CATA, at its discretion, may determine that on-time performance penalties should not be applied due to severe weather conditions.

A penalty fee equal to the Contractor's hourly rate for service will be levied for each customer who is picked up outside of the "Be Ready Window" when the lateness is a result of Contractor performance.

Inaccurate reporting of hours, mileage, and passenger counts will result in CATA notifying the Contractor to correct the data. If repeated reporting problems are found, a penalty of \$100.00 per day per run may be imposed.

If CATA documents more than ten valid complaints other than on-time performance or lateness in any thirty-day period, the Contractor shall pay a penalty of \$1,000.00 for that month.

Radio conversations are to be brief, appropriate, and limited to CATA business. Inappropriate radio behavior will result in penalty of \$100.00 per occurrence.

A penalty of \$100.00 per day will be imposed for each day that ridership information has not been reported as described in Data Collection section of this RFP.

Performance penalties will be deducted by CATA from its monthly payment for services.

### III-D Collision and Passenger Accident Procedures

All accidents and all incidents of personal injury or property damage ("accidents") involving any vehicle used in connection with any type of CATA Service must be reported immediately to CATA. The Contractor's Road Supervisor(s) must respond to all such accidents and incidents for the purpose of determining the cause and extent of damage and injury. If it is determined by the Contractor's supervisor or CATA that the driver or other safety sensitive Contractor personnel contributed to the cause of the accident, such personnel must be tested for alcohol or drug use. Contractor must comply with all requirements of FTA regulations regarding drug and alcohol testing. The Contractor must provide CATA written documentation by the driver, supervisor, witnesses, and police reports, including drug and alcohol testing results, as soon as possible after the accident. Accidents resulting in a citation, towing of vehicle(s), or transportation of injured persons will require that CATA be contacted immediately by Contractor's management team.

Written documentation of all injury accidents and incidents involving passengers that are not a result of a vehicle accident must also be provided to CATA within 24 hours of occurrence. Documentation should include a description of how the injury occurred, how Contractor employees responded to the injury, an outline of follow-up conversations with the customer, date the injury was reported to the Contractor's insurance company, and recommendations for prevention of future injuries of the same type if possible.

### III-E Replacement of Vehicles Damaged Beyond Repair

The Contractor will be responsible for maintenance and repair of CATA vehicles provided to Contractor for the services. Vehicle replacement is based on the State of Michigan full life cycle and CATA replacement plan and funding. The total CATA Bus Fleet includes the Federal Transit Administration Guidelines for Spare Ratio. CATA will replace vehicles that are damaged beyond repair. Contractor will be responsible for the cost of replacing a vehicle damaged beyond repair prior to expiration of its useful life.

Vehicles that must be removed from service due to damage or condition that is beyond repair as a result of an accident, act of God, or otherwise must be returned to CATA promptly, even if prior to the Contractor collecting insurance claims.

CATA will provide the Contractor with sufficient revenue vehicles for operation of the services. The revenue vehicles provided at the beginning of the contract term are listed in Sections II-C (Spec-Tran) & II-D (Supplemental Services). CATA may change the mix of vehicles and/or add vehicles to the fleet during the contract term, and such actions shall not be the basis for any price increase. CATA vehicles are to be used exclusively for CATA services.

### III-F Contractor Facility, Vehicle Fueling, and Vehicle Parking

Contractor facilities must be located within the cities of Lansing (Ingham County), East Lansing, or within the townships of Delhi, Lansing or Meridian. These municipalities comprise the funding area of the Authority.

The Contractor will be responsible for vehicle fueling. Fuel purchased exclusively for CATA services is not subject to sales or excise taxes. The proposal must describe in detail how Contractor will procure sufficient high-quality fuel and discount pricing for tax exemption.

Prior to the expiration of the contract, CATA may purchase or convert vehicles to the use of alternative fuels, such as propane. If and when alternative fueled vehicles are used, CATA and the Contractor will discuss options for vehicle fueling and fuel locations.

Vehicle safety is extremely important. The Contractor shall describe in detail the safety and security measures to be used.

CATA prefers that its vehicles are parked in a fenced and gated area or indoors. An alternative may be that those vehicles are observed by security personnel when parked at the Contractor facility. Proposals should include a description of security measures used for prevention of vehicle theft and vandalism.

### III-G Communication

Due to the many components of CATA services and the differences that occur between services, communication between CATA and the Contractor is essential. The Contractor's key personnel must be available by telephone whenever service is operating. Contractor provided cellular telephones for the Contract Manager and the on-duty supervisors are required so that ready access is possible. An up-to-date contact list of key personnel including home and cellular telephone numbers is also required.

The Contractor shall be required to meet at least once per month with CATA personnel to discuss any aspect of the service as deemed necessary by CATA. It is required that Contractor key personnel attend CATA's bimonthly Local Advisory Committee meetings.

Contractor's proposal must be specific as to communications and availability.

### III-H Appearance and Courtesy

The Contractor's employees shall be neatly groomed and dressed. Contractor purchased uniforms as approved by CATA shall be worn by drivers. The Contractor and its employees shall, in the performance of duties as outlined in this RFP, conduct themselves with the highest degree of professionalism and courtesy. All drivers providing this service shall be dressed in a collared light blue oxford style dress shirt, navy blue dress pants, and blue winter coat in season, dark dress shoes, and dark dress socks at the minimum. Employees should be neat, clean and clothing must be free of wrinkles.

Hats that have been approved by CATA may be worn during winter when the driver is out of the vehicle assisting a passenger. Hats may never be worn while driving a CATA vehicle and caps of any kind are prohibited at all times.

### III-I Smoking

Smoking is not allowed in any CATA vehicle, building, or structure. Smoking is permitted outside on CATA property, only in designated smoking areas. Smoking may not take place within twenty-five (25) feet of a CATA vehicle. This includes e-cigarettes, all vaporizers and marijuana, and applies to all employees of the Contractor(s).

### III-J Marketing

CATA will be responsible for providing all public information materials on the service. The Contractor shall be responsible for obtaining from CATA adequate supplies of appropriate schedule brochures and keeping a sufficient supply in all vehicles. The Contractor shall be responsible for assisting in the distribution of public information and training of drivers to inform the public and passengers of all CATA services. The Contractor shall cooperate in the performance of passenger surveying efforts.

### III-K Use of Cell Phones

Contractor's vehicle operators are not allowed to use cell phones at any time while driving or while passengers are on board, boarding or alighting the vehicles. This includes use of hands free cell phone adaptations (for example Bluetooth devices). This also includes texting. Cell phones distract vehicle operators from the job they are performing and personal calls and texting are not allowed under any circumstances while driving, while passengers are on board or boarding and/or alighting. Any cell phone the driver may carry while on the job must be turned off (not on "silent mode" or "vibrate mode") while the driver is in revenue service to CATA. In addition to the above, it is the contractor's responsibility to make sure vehicle operators follow any state and/or local laws governing the use of cell phones, whether hand-held or hands-free for talking or for texting. Any violation of the policy will result in immediate removal of that employee.

### III-L Employee Removal

CATA 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.

CATA further reserves the right to require the Contractor to immediately remove an employee from CATA services if, in its sole opinion the employee is performing in a way that is unsatisfactory. Reasons for which CATA might request that an employee be removed include, but are not limited to:

- (1) Actions or performance which is illegal, unsafe, inappropriate or not in keeping with reasonable expectations for the employee's assigned position or duties.
- (2) Failure to meet or maintain minimum standards established for the employee's assigned duties. For example: Non-eligible driving status; revocation or non-renewal of a valid Michigan driver's license; failure to notify Contractor of an arrest or conviction of a criminal offense; any moving violation, including, especially, reckless driving citation or operation with impaired, or under the influence or intoxicated (DWI, DUI, etc.) charge or citation before the end for the business day (5:00 p.m.) following the day the employee receives notice of such action.
- (3) Distributing any unauthorized materials while performing services under this Contract.

- (4) Soliciting a gratuity from a passenger.
- (5) Incurring excessive customer complaints due to discourtesy, rudeness, use of profanity, or any other act deemed unacceptable, as demonstrated by three or more complaints of the same nature within a twelve month rolling period.
- (6) Repeated failure to adhere to program policies, rules, or procedures.
- (7) Failure to pass or refusal to take a drug or alcohol screen conducted in accordance with FTA drug and alcohol testing requirements.
- (8) Contractor employees are not permitted take the CATA vehicles to a private residence, transport unauthorized passengers, or use a CATA vehicle for personal business.
- (9) Any threats or acts of terror.
- (10) Negative or derogatory comments or statements, including internet postings, regarding CATA, its staff, or passengers.

### III-M Drug and Alcohol Policy

It is the policy of CATA to provide safe and dependable transportation, promote and maintain a safe and healthful working environment for all employees, protect our employees, passengers, and the public from risks posed by use of alcohol and drugs, and to comply with all applicable state and federal laws and regulations.

The Contractor must implement a Drug and Alcohol Policy that meets the requirements defined by the FTA regulations and any other federal, state, or local requirements that apply.

The Contractor shall provide CATA with the name, state, driver license number, and a copy of the valid and effective license for all safety-sensitive employees who drive or control the movement of CATA vehicles. Prior to providing service for CATA, the Contractor shall also submit proof that each of these individuals has passed a pre-employment drug screen test for alcohol and the five substances prohibited by FTA regulations.

Random drug and alcohol testing must be conducted on the percentage of employees determined by the FTA. The list of names with proof of testing shall be updated and submitted to CATA on a monthly basis. Upon reasonable suspicion of a supervisor which is supported by another supervisor (unless another supervisor is not reasonably available), an employee may be required to undergo drug and alcohol testing. The requirement for more than one supervisor does not modify the authority of a single supervisor to evaluate fitness for duty and take appropriate action, including immediately relieving an employee from duty.

Anyone convicted for possession, sale, or distribution of any prohibited drug or alcohol in the workplace will be cause for prohibiting the convicted employee from working on any aspect of CATA contracted service.

The Contractor shall make every effort to assure the confidentiality throughout the testing process and to protect the individual dignity and the right to privacy of each employee. In the event the FTA mandates a stricter policy, the Contractor will comply with that policy.

Any employee who refuses to permit or falsifies urine and/or blood test administered under this policy shall be prohibited from working on any aspect of CATA contracted service.

In order to ensure compliance with CATA's Drug & Alcohol Policy, the Contractor will be subject to audits by FTA and CATA. Contractor must provide all documents and reports on drug and alcohol testing, as requested by CATA, and promptly cure any non-compliance with policy, testing, and reporting requirements. See CATA's Terms and Conditions for further requirements.

FAILURE TO COMPLY WITH THE ABOVE POLICIES AND PROCEDURES WILL RESULT IN THE TERMINATION OF THE CONTRACT.

### III-N Operating Cost

The Contractor shall be responsible for all of the following costs:

1. Contractor employee wages and benefits including insurance.
2. Vehicle repair and maintenance expenses.
3. All vehicle fluids including fuel and oil.
4. Vehicle insurance.
5. Worker's compensation insurance.
6. Pre-employment expenses including testing.
7. Employee training.
8. Uniforms.
9. Cellular telephones for employees who require one, including monthly service invoices.
10. Computer and communication equipment, services and repairs.
11. Uncollected passenger fares and fees.
12. Licenses.
13. All applicable taxes, bonds, and any licenses required by law (federal, state, and local).
14. Drug and Alcohol Testing and Reporting.

### III-O Maintenance of Vehicles

At a minimum, the vehicle exterior and interior must be completely cleaned on a daily basis. The Contractor shall be responsible for keeping the interior free of litter and ensuring that the floor and all seats are clean.

The Contractor will be responsible for providing complete maintenance and service of vehicles; including radios. This also includes regular preventive maintenance and record keeping, mechanical repairs, tires, parts, and labor. Regular preventive maintenance inspections must be conducted in accordance with CATA's maintenance plan as described below. See Attachment C, CATA Vehicle Maintenance Plan.

The small bus preventative maintenance (PM) process is to be performed routinely with the frequency determined by operational miles. The engine fuel type will determine the frequency of the interval. The three separate PM intervals for Small Vehicle Preventive Maintenance Procedure are listed below.

Gasoline-Powered Vehicles under 7,000 lbs. Gross Vehicle Weight:

PM INSPECTION A is performed every 3,000 miles;

PM INSPECTION B inspection is performed at the 15,000-mile intervals and includes the preventive maintenance items covered in PM-A; and

PM INSPECTION C is performed at 30,000-mile intervals and includes the preventive maintenance items covered in PM-A and PM-B.

Gas and Diesel-Powered Vehicles over 7,000 lbs. Gross Vehicle Weight:

PM INSPECTION A is performed every 5,000 miles;

PM INSPECTION B inspection is performed at the 15,000-mile intervals and includes the preventive maintenance items covered in PM-A; and

PM INSPECTION C is performed at 60,000-mile intervals and includes the preventive maintenance items covered in PM-A and PM-B.

There are minor differences in these inspections, but all are designed to meet or exceed the manufacturer's recommendations on the proper service and inspection intervals for severe service use of the vehicle.

The following components or systems must also be inspected and repaired if necessary during every scheduled Preventive Maintenance Inspection for the life of the vehicle:

1. The air conditioning system is inspected and kept active at each PM interval.
2. Oil analysis is included at each PM inspection. This is a very important tool in the preventative maintenance process. Oil samples are taken at each PM interval and submitted for analysis. A report on the oil condition must be maintained by the Contractor and submitted to CATA for review upon request.
3. All safety items must be inspected at each interval as well.
4. The wheelchair lift must be run through its entire cycle to ensure that all of the correct stop points are operating correctly. All wheelchair lift safety switches must be exercised to ensure proper and safe operation.
5. All emergency exits must be fully operated to ensure the latches and mechanisms are correctly operating. This includes egress windows and hatches.
6. All fire extinguishers must be inspected annually and display an up-to-date inspection tag.

It is preferred, but negotiable, that the Contractor use CATA's computer program for tracking repairs and preventive maintenance. If Contractor's system of record keeping of completed and scheduled maintenance procedures are not satisfactory to CATA, the Contractor, at Contractor's cost must utilize maintenance software program(s) which CATA uses for its vehicles.

Any CATA vehicles used by Contractor must only be used for passenger transportation in fulfillment of the Contract. No CATA vehicles may be used outside of CATA's service area, for non-contracted purposes, or for towing, pushing, carriage of goods, storage, or other non-passenger transportation use.

The Contractor shall maintain and operate the vehicles and other equipment at its own expense, in accordance with CATA's maintenance schedule, Attachment C.

Respondents must describe in the proposal how they will meet CATA's vehicle maintenance requirements.

### III-P Assessment of Liquidated Damages

Contractor failure to perform in accordance with the contract will cause damage to CATA and its services that cannot be calculated with certainty, including loss of confidence by system users, bad publicity, passenger complaints, and funding issues. For this reason, liquidated damages will be assessed against Contractor for the below specified failures. Assessment of liquidated damages shall not be construed as a waiver or release by CATA of any Contractor default or breach of contract.

**Liquidated damages shall be assessed at the rate of Fifty Dollars (\$50.00) per occurrence for:**

- Vehicle body damage in excess of \$250 not repaired within 30 days of the incident;
- Vehicle heating or air conditioning failure while in service (in season);
- For each vehicle operating in CATA service without proper signage/decals;
- For each vehicle operating in CATA service displaying unauthorized signage, postings or graphics of any kind not expressly approved by CATA
- Broken interior or exterior lights or signals when vehicle is in service (any time of day);
- For each vehicle running out of fuel while in CATA service;
- Failure to properly store wheelchair, securement and belts/straps when vehicle is in service and belt/straps are not required;
- Failure of driver to display his/her ID badge or possess a valid driver's license and DOT medical card on their person while in CATA service;
- Failure to meet 92% OTP daily.

**Liquidated damages shall be assessed at the rate of One Hundred Dollars (\$100.00) per occurrence for:**

- Insufficient personnel on duty to perform required service;
- Failure to notify CATA of any passenger accident or passenger injury within one (1) hour of occurrence.

**Liquidated damages shall be assessed at the rate of Two Hundred Fifty Dollars**

(\$250.00) per occurrence for:

- Each vehicle not being properly maintained as defined by manufacturers' recommended standards;
- Failure to maintain an up-to-date vehicle maintenance history and mileage record;
- Failure to perform preventive maintenance within 500 miles of the scheduled interval;
- Use of any vehicle in CATA revenue service that does not meet the minimum standards covered in this RFP;
- Use of an unauthorized vehicle to transport any CATA patrons;
- Use of any driver in CATA revenue service who does not meet the minimum standards;
- Willfully and knowingly failing to pick up a scheduled rider;
- Insufficient number of vehicles to perform Contractual obligation (per vehicle per day);
- Closure of any run on any day without prior CATA approval;

- Removal of parts from out-of-service vehicles to install on another vehicle because the parts are not immediately available;
- Failure to perform testing required for the detection of drugs and alcohol required under Section M in the Scope of Service
- Failure to properly secure any wheelchair or ambulatory patron while being transported in CATA service;
- Failure to maintain any driver file with required documents as outlined in the Scope of Service (including, but not limited to; criminal background checks, motor vehicle checks, drug and alcohol testing results, driver complaints, training records, etc.).

### **Extraordinary Performance Failures**

In some cases, CATA has experienced an extraordinary failure by a Contractor to perform in certain circumstances. These instances have presented CATA with a very difficult and expensive management challenge to rescue the service. If this type of situation occurs, CATA may waive the application of itemized liquidated damages and may replace these with a single penalty addressing the entire situation. The cases in which this remedy may be applied are as follows:

A liquidated damage assessment of One Thousand Dollars (\$1,000.00) per occurrence for:

- Unauthorized use of a CATA-Contracted vehicle;
- Each vehicle which has been out of service for 90 days or more (major accidents excluded)
- For each vehicle that fails a random Inspection where major defects are found liquidated damages shall be assessed.
- Violation of the U.S. Dept. of Transportation or U.S. Dept. of Justice ADA regulations (49 CFR Parts 27, 37, and 38).
- A pattern or practice of failure to comply with contractual requirements for drug and alcohol testing.
- A Contractor employee operates a CATA vehicle in service (a) without a valid license with eligible driving status, (b) recklessly resulting in an accident or injury, or (c) under the influence or impaired by alcohol or drugs.
- Contractor employee engages in indecent or immoral conduct or is charged with a felony related to CATA service.

### **III-Q Insurance**

Contractor must provide CATA with certificates of insurance from responsible carriers, with CATA as a named insured, for the types and amounts of coverage satisfactory to CATA. All insurance coverage must include a provision that requires that CATA receive thirty (30) days' written notice in the event of cancellation.

### **III-R Personnel and Training**

CATA places a high value on the quality of the Contractor's employees and the Contractor's ability to retain employees. Staffing levels for operators shall assure that all routes are covered every day. Contractor may not close runs because they do not have sufficient staff reporting to work.

The proposer shall describe its plans for recruitment, evaluation, and retention of a trained and qualified workforce throughout the term of the contract. This should include a complete description of pay rates and progression scales for all hourly employees, and pay ranges for salaried employees throughout the course of

the contract. The proposer shall describe the fringe benefit package that will be offered to hourly and salaried employees. A copy of the employee handbook should be included in the proposal. Staffing levels for operators shall assure that all routes are covered. The proposal shall include the monthly average turnover rate for operators at three comparably size contracts in place in 2016. (Turnover rate shall be computed as total number of annual operator hires divided by total operator positions available). If wages vary by contract then the proposal shall indicate the monthly turnover average rate for operators at three contracts in place in 2016 indicating hourly wages.

Contractors will be solely responsible for the provision, oversight, and satisfactory work performance of all employees required to deliver the transportation and related services described in this RFP. Such responsibility will include the payment of wages and benefits, including compliance with requirements of worker's compensation, unemployment insurance, and Social Security.

### **Required Key Management Positions**

Contractor(s) shall appoint three managers approved by CATA to manage all services (*i.e.*, a General Manager, an Assistant General Manager or Operations Manager, and a Maintenance Manager). The three key positions shall be assigned on a full time basis. These key positions are in addition to the two road supervisors.

### **Dispatchers and Schedulers**

Proficiently trained dispatchers are required in order to keep the service timely, efficient and productive. CATA provides scheduling of all trip requests. The closure or opening of more than one (1) run for any reason except vehicle breakdown must be approved by CATA. Contractor(s) documentation shall be maintained and forwarded to CATA daily regarding operational decisions such as reasons for shutting down runs or adding runs or adding or removing vehicle revenue hours to runs. Revenue hours are defined as "the hours that vehicles are scheduled to or actually travel while in revenue service."

The contractor will be responsible for provision of service in a safe, efficient, economical manner, printing of manifests (when necessary) or properly downloading manifests to vehicle operators and dispatching same to vehicle operators. Dispatching should be carried out in a manner which maximizes the productivity of vehicle operators and vehicles while meeting the standards for service quality established by CATA. All services are offered on a shared-ride basis. It is desirable to group trips, where possible, to increase vehicle productivity.

CATA takes considerable time and effort to schedule trips that will be on-time and will be performed without any service violations (as noted in the PASS scheduling system.) Contractor should take time and consideration before requesting CATA approval to re-schedule trips before the day of service. If trips have to be moved prior to the day of service, no such movement should result in more than a minor violation in the trip scheduling software.

Contractor(s) will be required to have trained staff available for telephone communication with the CATA office during all times when the CATA office is open. Contractors will be required to have a public telephone number with a proficiently trained customer service staff person(s) available to take calls during all times when they are operating any service.

### **Passenger Assistance**

Contractors are required to use the highest degree of care in the operation of equipment and assistance of passengers. Vehicle operators are not required to provide personal care attendant (PCA) duties for passengers. For any parcels brought on board, vehicle operators will make sure the bags/parcels are stowed properly to minimize hazards while driving. All bags and parcels remain the sole responsibility of the passenger.

### **Driver Selection and Training**

Drivers must be at least 21 years of age and must have possessed a valid US Driver License for at least five years. Drivers:

- Must possess the appropriate class of license for the type of vehicle to be operated.

- No violations or convictions in the past five (5) years for any of the following:
  - a. Driving under the influence or impairment of alcohol or drugs;
  - b. Leaving the scene of an accident; or
  - c. Careless or reckless driving.
  - d. Other serious moving violations.
- No violations or convictions for any of the following:
  - a. Negligent homicide;
  - b. Manslaughter;
  - c. Any felony;
  - d. Any criminal sexual conduct offense;
  - e. Any child abuse or child molestation offense; or
  - f. Fleeing an officer.
- Must pass an alcohol and a DOT pre-employment drug screen and must be able to pass all random, post-accident and any reasonable suspicion drug and alcohol tests which may be administered in accordance with FTA requirements throughout the life of this contract.
- Must be able to read, write and speak clearly in English.
- Must demonstrate mastery of all topics covered in pre-employment and ongoing driver training.
- Must maintain a neat, clean and professional appearance which meets the requirements of this contract.
- Must have a strong knowledge of CATA service area, including the road network, major points of interest and how to use provided tools to locate and navigate between specific addresses.
- Must provide exceptional customer service and must not incur more than three valid passenger complaints within any rolling six (6) month period.

Contractor shall be responsible for all costs relating to employment, training, and compensation of personnel for this contract. All drivers shall have an understanding of working with customers including those with special needs, an excellent driving record, a familiarity with the service area, and an understanding of other transportation services provided by CATA. Minimally, drivers and mechanics must possess a Michigan Commercial Driver License with the class type and endorsements that are appropriate for the type of vehicle driven. Training requirements shall include formal classroom and behind the wheel training.

Training in vehicle operation, service area geography, passenger characteristics/assistance, ADA standards and all program rules/guidelines will be required for all supervisors, dispatchers and personnel operating vehicles in service for CATA.

CATA will conduct monthly and random reviews of drivers' Motor Vehicle Reports (MVR).

All vehicle operators must be properly licensed in the State of Michigan, including Commercial Vehicle operator's License.

The following background checks must be ordered and received for any operator who will be providing service to CATA passengers:

- a. Criminal background (State/City/County)
- b. OTIS/CSC (Registered Sex Offender List)
- c. Driving record
- d. Employment history
- e. Alcohol and Drug Testing with prior employers

On request, Contractor(s) must provide CATA with documentation on these background checks.

Before operating any service outlined in this RFP, drivers must receive training on the following:

1. CATA approved Passenger Assistance Handicap Awareness Training
2. CATA's customer service philosophy
3. Radio Procedure Training
4. Wheelchair Securement Training

5. Defensive Driver Training
6. CDL training (if required)
7. Adverse weather training
8. Bloodborne Pathogen/Universal Precautions Training
9. Appropriate Substance Abuse Training for all employees
10. General services provided by CATA services including an overview of fixed routes, Spec-Tran, fares, transferring between CATA services, and where to refer customers for more detailed information
11. Use and operation of AVL equipment

Contractor shall also provide all drivers with “refresher training” at minimum of once per year, which includes ADA and passenger assistance.

Contractor must provide CATA with a list of source documents and materials used for training, a copy of a Training Agenda for each training session, and a list of dates that each driver received training on all topics listed above as soon as training has been completed.

### III-S Fare Handling

The Contractor will be responsible for collecting and reporting all fares in accordance with rates established by CATA. Fares are paid in cash, by advance purchase of multiple-ride cards, or tokens. All fares shall be CATA’s revenue. If a punch pass is used, the punch pass serial number must be noted on the operator’s manifest. If the punch pass serial number is not recorded, CATA will consider the fare as being paid in cash and will deduct it from the monthly bill. The fare amount for each passenger type will be determined by CATA and will appear on the AVL MDT and/or manifest. If a fare is not paid or noted as free on the manifest, the trip should not be provided without notification to CATA and authorization by CATA to provide the trip. All vehicles provided by CATA are equipped with fare boxes that have locked vaults. All fares shall be CATA’s revenue.

#### A. ADA Complementary Fares

Currently, the fares are:

CATA Employee or dependent	Free
Certified ADA Customer	\$2.50
Personal Care Assistant	Free
Children under 42 inches tall	Free
Guest	\$2.50

#### B. Supplemental Services Fares

Currently, the fares vary by service area, passenger type and distance ranging from \$.60 to \$3.25 per passenger.

CATA Employee or dependent	Free
Children under 42" tall and PCAs	Free

The Contractor(s) must follow a secure fare collection system approved by CATA that provides accountability of collection of fares. Contractor(s) Operators are not to handle fare. The Contractor(s) must have a secure location

for storage of collected fares and fare box vaults. Fare collection information including method of payment must be documented on the monthly invoice provided to CATA. Vaults must be pulled bi-weekly at a minimum and CATA must be notified that the fares are ready to be picked up. The Contractor(s) must also provide driver and dispatch logs showing the number of passengers by fare category, and amount collected on a daily basis. CATA reserves the right to audit fare collection procedures at any time. CATA may require that cash fares be retained by the Contractor and deducted from the monthly bill.

CATA is open to hearing Fare Handling ideas. Respondents who believe that Fare Handling can be improved should include details in their proposal.

## III-T Data Collection and Reporting

### Data Collection

The Contractor shall be required to collect various data as determined by CATA. Vehicle operators shall accurately and completely enter required information regarding actual times, mileage, and fares collected in the AVL equipment. The original copy of each Driver Manifest with a cover sheet that lists deadhead hours and miles, revenue hours and miles and passenger counts must be delivered to CATA within five days of date of service. The method of data collection and the format of reports are subject to change at the discretion of CATA. CATA may require additional data as it believes necessary.

### Reports

The Contractor must also submit quarterly and annual safety, training, drug and alcohol testing, and other reports in a format as determined by CATA.

## III-U Lost and Found Items

Operators must check the vehicle driven at the end of each day. Any items that customers have left behind must be given to a Contractor employee who will be responsible for maintaining a log of lost items. All items that have been left behind and that are not perishable must be logged and brought to the CATA offices at least once per week unless other arrangements have been made with CATA.

## III-V Firearms

CATA prohibits Contractor(s) and its employees from processing firearms at any time while operating or traveling in a CATA vehicle or on CATA property.

## III-W Complaints

Complaints received by CATA will be sent to the Contractor electronically. The Contractor will be responsible for investigating the complaint and providing CATA with the details of action taken summarizing their findings and the corrective action(s) taken, or to be taken, as appropriate to resolve or prevent recurrence of the problem within three days of receiving the complaint. The Contractor will be required to submit the complaint response on the complaint form and return it electronically.

Approved CATA personnel or personnel hired by CATA shall be allowed to ride in a vehicle at any time during its operation in order to survey service. CATA personnel or their designees shall be allowed to inspect the vehicles and property of the Contractor at any time during business hours.

Any operator performance or service discrepancies noted by CATA personnel that are reported to the Contractor must be brought to the operator's attention. The Contractor will be required to provide a confidential written report to

the Paratransit Manager describing the resolution or action taken by the Contractor to correct the problem and prevent recurrence.

Vehicle, operational, policy or service standards violations shall be dealt with pursuant to the above procedure.

If CATA determines that any Contractor personnel is involved in illegal activity or contributes to an unsafe condition while operating the service, the Contractor must comply with CATA's request that the Contractor employee be prohibited from participating in delivery of any CATA service.

### III-X General Requirements

**Timeliness:** The services of the successful Respondent are to commence upon execution of the contract.

**Meetings:** The successful Respondent shall meet with the CATA Project Manager during the project at least once monthly or as frequently as determined by the CATA Project Manager. These sessions may be conducted over the telephone, in person, or via e-mail, as determined by the CATA Project Manager. The Contractor shall make immediate phone calls to the CATA Project Manager if any significant problems are encountered during the project.

**Oral Presentations:** In addition to any committee and/or community outreach meetings established in the scope of work, the Contractor may also be required to make presentations to other parties as required by CATA.

**Progress Reports:** The successful Respondent shall provide written memos to CATA's Project Manager as needed to regarding problems and solutions.

### III-Y Proposal Requirements

Respondent technical proposals will contain, at a minimum, the information indicated below:

- Respondent must provide detailed response to each item in the Scope of Work demonstrating Respondents understanding and ability to satisfactorily perform each item.
- Statement describing the Respondent's understanding of CATA's stated problem and project objectives.
- Qualifications of the Primary Contractor and each sub-contractor.
- A list of any work that is to be sub-contracted and a description of the qualifications of the Prime Contractor and each Sub-Contractor on the team.
- Qualifications of the key individuals from each firm assigned to the project.
- Past experience on similar projects – at least 3 examples for the prime and each sub-contractor, limited to two (2) pages each.
- List of at least three (3) references of similar work, including specific contact names, addresses, telephone numbers, fax numbers and e-mail addresses.
- Names, addresses, and tasks of each DBE firm to be involved in the project.
- Statement of Agreement with CATA Standard Terms & Conditions and the RFP.

- Statement of compliance and agreement to continue compliance with Federal and State laws and regulations, including regulations of the Federal Transit Administration and the Michigan Department of Transportation (“MDOT”).
- A description of the Contractor’s Quality Assurance Program.
- Detailed description of personnel qualifications, selection, and retention program.
- Detailed description of training and refresher training program.
- A detailed description of the Contractor’s Transition Plan, if applicable.
- A detailed description of how the Contractor will meet CATA’s vehicle maintenance standards.
- Price proposals and their cost bases based on instructions contained in this RFP.
- An organizational chart of the Contractor and all Sub-Contractors.
- The name and telephone number of person(s) in the Contractor’s organization authorized to negotiate/expedite the proposed contract with CATA.
- Executed forms, as attached.
- Information requested elsewhere in this RFP.
- Additional Information and Comment – include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

### III-Z Cost and Price

Respondents are to include with their proposal a detailed cost basis for the proposal and the prices proposed for each of the five years of the proposed contract. Details must include all cost components used to arrive at prices. References to prices herein include all pricing elements, fixed, variable, standard, extras, special charges, etc.

Price Proposals are to include the following:

For Spec-Tran - Price per vehicle hour CATA provided vehicles - Provide price for each year of the proposed five (5) year term of the contract (*i.e.*, three (3) year initial term plus two (2) possible options years).

For Supplemental - Price per vehicle hour using CATA provided vehicles - Provide price for each year of the proposed five (5) year term of the contract (*i.e.*, three (3) year initial term plus two (2) possible option years).

Any other charges.

Any requirements for price adjustment.

Forms are attached for providing cost and price information. Respondents are encouraged to provide supplemental information as needed for clarification.

**PRICE PROPOSAL**

The Respondents, having familiarized themselves with local conditions affecting the cost of the proposed operations and the contract documents, may propose to perform one or both of the following options (See Attachment B for the price proposal form):

**OPTION A** – Option A includes managing, operating and servicing the CATA Spec-Tran Service. It is anticipated that there would be 108,661 ( $\pm$  500) vehicle hours of service required on an annual basis.

	<u>Vehicle Service Hour Rate</u>
Year one	\$ _____
Year two	\$ _____
Year three	\$ _____
Year four (option)	\$ _____
Year five (option)	\$ _____

**OPTION B** – Option B includes managing, operating and servicing CATA Supplemental Services. It is anticipated that there would be 23,294 ( $\pm$  500) vehicle hours of service required on an annual basis.

	<u>Vehicle Service Hour Rate</u>
Year one	\$ _____
Year two	\$ _____
Year three	\$ _____
Year four (option)	\$ _____
Year five (option)	\$ _____

The **vehicle service hour\*** should include all costs that will be related to the operation of one vehicle for one hour. This will include, at minimum, the driver wages and fringe benefits, the cost for scheduling and dispatching, the cost of maintenance, supplies, and materials for maintaining vehicles, general maintenance of the operations facility including utilities, the cost of the system management for day-to-day operation: including the company's overhead, contingency and profit.

**III-AA CATA Responsibility**

CATA will provide:

Vehicles equipped with AVL – MDT and radios;

Limited dispatching and scheduling to the template;

Service and Schedule Information;

Computer Programs Required by CATA:

Training, as requested; and

Reviewing Contractor(s) validated invoices for prompt payment.

## SECTION IV: COMPLIANCE REQUIREMENTS

### IV-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.

### IV-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://mdot270.state.mi.us:8080/UCP/HomePageServlet>.

### IV-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 [www.fmcsa.dot.gov/rulesregs/fmcsr/fmcsrguide.htm](http://www.fmcsa.dot.gov/rulesregs/fmcsr/fmcsrguide.htm).

### IV-D 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.

### IV-E Complaints or Protests

CATA's Procurement Protest Procedures are available from CATA's Purchasing & Contracts Department.

### IV-F Contractual Terms and Conditions

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

## APPENDICES

- Appendix A: CATA Standard Terms and Conditions
- Appendix B: Prohibition of Discrimination in State Contracts
- Appendix C: Assurances That Recipients and Contractors Must Make
- Appendix D: Disadvantaged Business Enterprise Policy
- Appendix E: Certificate Regarding Lobbying
- Appendix F: Iran Sanction Certificate

## APPENDIX 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 and the Contractor shall be subject to legal recourse by CATA, plus costs relating to failure to comply.
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 Contractor shall be decided by CATA 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 the Executive Director 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. N/A
11. INSTALLATION EXTENSION AND DELAYS. N/A
12. ASSEMBLY. N/A
13. ACCESSORIES. N/A
14. TRAINING. N/A
15. SERVICE MANUAL AND WIRING SCHEMATIC. N/A
16. WARRANTY. N/A
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. N/A
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. N/A
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.
- 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.** 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.
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 complete and accurate books, documents, papers, accounting records, 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 to allow inspection of all work data, documents, proceedings, and activities related to this contract for a period of three (3) years from the date of final payment under 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 Government wide 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 in the Excluded Parties Listing System, at <http://epls.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 \$100,000 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, 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 dated July 13, 2007. 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.
- C. MISCELLANEOUS.
1. 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.

2. 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: CEO/Executive Director  
Capital Area Transportation Authority  
4615 Tranter Street  
Lansing, MI 48910

With a copy to: Dan W. Chandler, Esq.  
Chandler, Bujold & Chandler, PLC  
2855 Coolidge Hwy., Suite 109  
Troy, MI 48084

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

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

3. 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.

4. This contract constitutes the entire contract between the parties and supersedes 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.

## **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 RECIPIENTS AND CONTRACTORS MUST MAKE** **(EXCERPTS FROM US DOT REGULATION 49 CFR § 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801, et seq.).

- B. Each contract 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, 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.

## APPENDIX D

POLICY #204

### DISADVANTAGED BUSINESS ENTERPRISE POLICY

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


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

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

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

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

  
\_\_\_\_\_  
Sam Singh, Board Chair

  
\_\_\_\_\_  
Sandra L. Draggoo, CEO/Executive Director

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

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## APPENDIX E CERTIFICATION REGARDING LOBBYING

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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 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The Contractor, \_\_\_\_\_, certifies or affirms 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.

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

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

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

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

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**APPENDIX F**  
**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 PROPOSAL**

## **ATTACHMENTS**

Attachment A: Cost Basis for Price Proposal

Attachment B: Price Proposal Form

Attachment C: Vehicle Maintenance Plan

Attachment D: Vehicle Replacement Plan

**ATTACHMENT A**

**COST BASIS FOR PRICE PROPOSAL**

RESPONDENT: \_\_\_\_\_

CATA RFP # \_\_\_\_\_ RFP TITLE: \_\_\_\_\_

<b><u>WAGES</u></b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>	<b><u>Year 4</u></b>	<b><u>Year 5</u></b>
Driver Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Payroll Tax	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Worker's Comp.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Staff Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Payroll Tax	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Worker's Comp.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Mechanic Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Payroll Tax	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Worker's Comp.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other (Specify)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Payroll Tax	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Worker's Comp.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL WAGES</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b><u>OPERATIONAL COSTS</u></b>					
Insurance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Fuel Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Maintenance Costs – Parts & Supplies	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other (Specify)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other (Specify)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL OPERATIONAL COSTS</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b><u>GENERAL</u></b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>	<b><u>Year 4</u></b>	<b><u>Year 5</u></b>
Start-Up	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Facilities Charges	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other (Specify)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL GENERAL</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b><u>OVERHEAD</u></b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>(State Percentage)</b>	_____%	_____%	_____%	_____%	_____%
<b><u>PROFIT</u></b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL COST</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Respondent: \_\_\_\_\_

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

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

**ATTACHMENT B**

**PRICE PROPOSAL FORM**

CATA RFP # \_\_\_\_\_ RFP TITLE: \_\_\_\_\_

Respondent: \_\_\_\_\_

TO: Purchasing & Contracts Manager  
 Capital Area Transportation Authority  
 4615 Tranter Street  
 Lansing, MI 48910

The undersigned, having familiarized itself with the Scope of Work and conditions affecting the cost of the work described in the RFP, hereby proposes to perform everything required to perform and complete in a workmanlike manner, all work for the prices listed below, it being understood that the prices set out constitute full payment for the specified work and for every risk, hazard, or condition encountered which may be different from what was indicated, expected, or anticipated.

a. Price Proposal

**OPTION A** – Option A includes managing, operating and servicing the CATA Spec-Tran Service. It is anticipated that there would be 108,661 (± 500) vehicle hours of service required on an annual basis.

Vehicle Service Hour Rate

Year one	\$ _____
Year two	\$ _____
Year three	\$ _____
Year four (option)	\$ _____
Year five (option)	\$ _____

**OPTION B** – Option B includes managing, operating and servicing CATA Supplemental Services. It is anticipated that there would be 23,294 (± 500) vehicle hours of service required on an annual basis.

Vehicle Service Hour Rate

Year one	\$ _____
Year two	\$ _____
Year three	\$ _____
Year four (option)	\$ _____
Year five (option)	\$ _____

The **vehicle service hour\*** should include all costs that will be related to the operation of one vehicle for one hour. This will include, at minimum, the driver wages and fringe benefits, the cost for scheduling and dispatching, the cost of maintenance, supplies, and materials for maintaining vehicles, general maintenance of the operations facility including utilities, the cost of the system management for day-to-day operation: including the company's overhead, contingency and profit.

b. Any other charges (Specify and provide for yearly increases, if any)

- 1. \$ \_\_\_\_\_  
\_\_\_\_\_
- 2. \$ \_\_\_\_\_  
\_\_\_\_\_
- 3. \$ \_\_\_\_\_  
\_\_\_\_\_

c. Any requirements for price adjustment. (Specify)

- 1. \$ \_\_\_\_\_  
\_\_\_\_\_
- 2. \$ \_\_\_\_\_  
\_\_\_\_\_
- 3. \$ \_\_\_\_\_  
\_\_\_\_\_

It is agreed that this Proposal may not be withdrawn for a period of One Hundred Eighty (180) days.

If awarded the Contract, the undersigned agrees to enter into a written contract to perform the work.

Respondent: \_\_\_\_\_

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

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

**ATTACHMENT C****CAPITAL AREA TRANSPORTATION AUTHORITY****VEHICLE MAINTENANCE PLAN****I. Training**

Contractor will be required to ensure their mechanic staff is at proper levels to maintain CATA vehicles. Contractor will be required to provide documentation of any relevant employee certification and continuing education upon CATA's request.

**II. Preventative Maintenance**

The preventative maintenance system consists of minor (A and B) inspections and a major (C) inspection. The PM inspections are also specific to each vehicle type with major component variations (i.e. hybrid powered). A minor (A) inspection is performed every 3,000 for small buses and light duty cars and trucks under 7,000 lbs. gross vehicle weight and at 5,000 miles for vehicles over 7,000 lbs. gross vehicle weight. The minor (B) inspection is performed at every 15,000 miles or in lieu of every third "A" inspection. The major inspection (C) is performed at 30,000 miles for vehicles under 7,000 lbs. gross vehicle weight, and at 60,000 miles for vehicles over 7,000 lbs. gross vehicle weight. To meet required service demands in the heavy duty bus fleet these intervals can be extended at CATA's discretion. This is based on manufactures recommendations, use of synthetic oils, with continued monitoring of oil analysis reports to insure the components remain in top operating condition. This is a continuous cycle running for the life of the vehicle. The minor (A and B) inspection consists of the following:

- A. A complete check of the interior of the vehicle, including dash gages, interior lamps, seats safety equipment, proper operation of the doors including interlock features, horn, wipers and washers, parking brake, emergency braking system (SR-1), passenger chimes, destination sign, heat, defroster, A/C, window latches including emergency exit operation, hatches, stantions, grab rails, floor covering, wheelchair lift operation including all safety feature operation, and accelerator and brake pedal operation.
- B. A complete inspection of the undercarriage including the draining of the air tanks in proper sequence, inspection and adjustment of the brakes, lubrication of the chassis, inspection of tires for proper tread depth and inflation, inspection of the differential fluid level and vent, cleaning/replacement of climate control filters, inspection of the exhaust system, engine and transmission including mounts and securements, cooling system, belts, fan drives, radiator, inspection of the steering components, suspension, wheel seals, all air and fluid lines, fuel tank and structure. The wheelchair lifts are run through the operational cycle, cleaned, lubricated and all safety switches are inspected for proper operation.
- C. Draining and replacing of the engine oil and filters, changing the transmission filter, inspection of all engine compartment lines, hoses and clamps, inspection of the air intake system hoses, clamps and

filter. Fuel filters are replaced at every PM interval. At every inspection oil samples are taken and sent in for analysis. The results are returned noting the condition of the engine. If deficiencies are noted scheduled repairs are made to correct the problem.

- D. A complete inspection of the exterior of the bus is performed. All exterior lamps are inspected for operation, all hinges and latches are lubricated and inspected, radiator is cleaned, engine is power washed prior to a road test to assist in finding leaks, batteries are inspected and cleaned, Voltage drop tests are performed between the battery and charging system, all wheel and nuts are inspected, all body panels are inspected.
- E. Complete inspection and service of air conditioning system.
- F. Vehicle is road tested.

The "B" minor inspection includes the operation performed in the "A" inspection with the following additions:

- Transmission fluid is replaced
- Air Dryer is replaced/rebuilt
- Power steering filters are replaced.
- Engine mounted fuel filters are replaced

The "C" major inspection includes all of the inspections of the "A" and "B" inspections including the following:

- Replacement of the differential fluid.
- Power steering fluid is replaced.
- Hybrid power unit fluid is replaced

Major repairs are performed by Mechanics. All of the noted defects are reviewed and repaired by Mechanics prior to the vehicle being returned to revenue service. The quality of the inspection and repairs are checked by the Maintenance Director.

The Maintenance Director will manually check mileage between inspection intervals.

### **III. Vehicle PM Scheduling:**

CATA utilizes several methods and measures to establish preventative maintenance intervals. The established intervals take into account the following measures and recommendations:

- Manufactures recommendation
- Oil analysis report review
- Operating environment
- Vehicle mileage and age
- Engine types
- Warranty requirements
- After Treatment service requirements

- Service Demand
- Testing new oil products

The key elements are manufactures recommendations, operating environment and oil analysis review. The goal is to balance the interval to maximize vehicle performance, life cycle and reliability and to meet all service demands. Oil analysis reports are monitored weekly by the Director of Maintenance. Key areas of review include silica ingestion, coolant contamination, fuel dilution, metal compounds and viscosity changes. A total oil analysis history is maintained on each vehicle. Deviations to normal results are relayed to the shift supervisors for follow up and correction. If long term consistent variations are present, changes in the PM intervals are discussed with the supervision staff to address the variation and changes to the PM interval are made as required to meet our goal.

Vehicle preventative maintenance scheduling is accomplished utilizing Maintenance monitoring software and is vehicle mileage driven. This software has several features that assist in monitoring overall vehicle maintenance history. Some of the features included in the software are; parts usage, employee labor, vehicle repair history and vehicle fluid usage. Additionally the program is designed and used to set the schedule and notification for all vehicle preventative maintenance inspections.

Preventative maintenance mileage parameters should be kept in the maintenance software to adhere to CATA's prescribed preventative maintenance goals set in the maintenance plan. The inspection parameters are derived from the key areas noted.

Vehicle mileage is compiled daily and entered into the program. The maintenance program then updates the overall vehicle mileage which includes the preventative maintenance parameters.

To provide advance notice of the pending inspection, the system is set to provide prior notification when the vehicle is within a 1500 mile window of the pending inspection to insure we comply with our goals. The software displays a daily reminder screen noting all vehicles with PM work within this advance notice window. All of the scheduled inspections work orders are produced from this list daily. This process is applicable to all CATA directly operated vehicles.

The maintenance program is monitored by the Maintenance Director (or appropriate supervisor in his absence) daily to insure compliance. Each inspection assignment is accompanied by the oil analysis history. All completed inspections are monitored by the Maintenance Director, and the forms are all maintained electronically in a vehicle history file for reference.

#### **IV. General Repairs**

All repair activity performed by the Contractor is to be captured on computerized work orders. Documentation will be made available to CATA upon request. This includes the repair work on all CATA vehicles and equipment, including any work performed by an outside contractor.

A work order is generated for virtually every significant maintenance task and multiple tasks can be assigned to a single work order. Work orders are generated from five sources:

1. For each vehicle inspection.

2. For defects found during the PM inspection. All defects are compiled in a service request file and assigned to a work order for follow up repair.
3. From drivers defect cards, which indicated a repair is required.
4. Reports from the oil analysis program where deficiencies are noted on the report.
5. All road calls necessitate a work order generation showing the cause and problem to be corrected.

## **V. Contractor Operated Vehicles**

Vehicles operated under contract are subject to compliance to the CATA preventative maintenance scheduling as described in the CATA Vehicle Maintenance Plan ("CVMP"). Oversight and review of the maintenance of the contracted vehicles is the responsibility of the Director of Maintenance. The contractor is responsible for maintaining all vehicle repair and preventative maintenance records. All forms used by the contractor for preventative maintenance are subject to approval by CATA to insure they meet compliance with the CVMP. At a minimum, a monthly review of the vehicle preventative maintenance records is performed to insure compliance. Should any deficiencies be found upon review of the records, a written report of the findings is submitted to the contractor for corrective action. All warranty related work is the responsibility of the contractor through the manufacture dealer network. All manufacture and safety recall information issued through CATA for the contractor vehicles are provided to the contractor for the appropriate action.

## **VI. Electronic Equipment (AVL, APC, Radio, Announcement Systems)**

All electronic equipment is maintained and repaired by the maintenance department. The equipment now installed in buses includes:

- APC - Automatic Passenger Counters
- AVL – Automatic Vehicle Location
- Radio – Two way radio communication
- Route Announcement Systems
- Destinations Signs

The AVL equipment is maintained in coordination with CATA's IT (Information Technology) Department for onboard system operational software diagnosis issues. All software issues are maintained and corrected by the IT department with all hardware maintained and replaced by the Contractor.

APC sensors are checked and maintained by the Contractor. Operation of the route announcement systems requires a program provided from CATA's Service planning department and this program is automatically downloaded into the bus through a wireless transmission.

Destination sign programs are also developed in the Service Planning department and required downloads are provided to the maintenance staff and manually downloaded into the sign control through a memory card.

Destination signs that do not operate correctly are replaced by CATA maintenance employees.

The radio equipment currently is maintained through a contract with an outside vendor. The Contractor will install and remove radios from the vehicles but does not perform any internal repairs to the equipment.



**PM Checklist Items for Work Order Number  
CATA-2016-33438**

PM Service(s): SB, PM-A

**Work Order Number:** CATA-2016-33438      **WO Status:** OPEN      **Work Order Delay:** None  
**Equipment:** (271) 2010 CHA.E450 25FT CHAMP BUS      **License:** 012X181

Task	Completed by Employee	SR	Comments
<b>PM/Inspection Services: PM A SMALL BUS</b>			
CHANGE ENGINE OIL AND FILTERS			
EXHAUST SYSTEM INSPECTION			
CHECK ENGINE AND CRADLE MOUNTS			
ENGINE OIL TRANS OIL ANTIFREEZE LEAKS			
DIFFERENTIAL OIL LEVEL			
PARKING BRAKE CONDITION			
DRIVE SHAFT AND U-JOINTS			
REAR AXLE U-BOLTS			
REAR SHOCKS AND BUSHINGS			
LEAF COIL SPRINGS			
CHECK BALL JOINTS			
CV BOOT CONDITION			
FRONT STRUTS SHOCKS			
MORE-YDE BLOCKS			
REAR RADIUS ROD BUSHINGS AND MOUNTS			
FUEL TANK AND LINES FOR LEAKS			
FUEL TANK MOUNTING			
MUD FLAPS			
I BEAM BUSHINGS			
A-ARM BUSHINGS			
DRAG LINK TIE ROD RELAY ROD ENDS IDLER ARMS			
KING-PINS BALL JOINTS			
BRAKE WEAR FRONT AND REAR			
BRAKE LINES			

PM Inspection Service SB PM-A continues on next page...



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# PM Checklist Items for Work Order Number CATA-2016-33438

Work Order Number: **CATA-2016-33438**      WO Status: **OPEN**      Work Order Delay: **None**  
 Equipment (271) 2010 CHA E450 25FT CHAMP BUS      License: **012X181**

Task	Completed by Employee	SR	Comments
<b>PM / Inspection Services: PM A SMALL BUS</b>			
BRAKE RETARDER MOUNTS			
BRAKE RETARDER ROTORS MAGNETS			
WHEEL AXLE SEALS FOR LEAKS			
ADJUST TIRE PRESSURE NOTE ABNORMAL WEAR			
LUBE ALL COMPONENTS AS REQUIRED			
CHECK STEERING SHAFT U-JOINTS			
STABILIZER BAR BUSHINGS AND LINKS			
STEERING GEAR RACK CONDITION LEAKS			
HIGH VOLTAGE CABLES SECURED			
BRAKE OPERATION			
SPEEDOMETER AND GAUGE OPERATION			
STEERING FREE TRAVEL			
VEHICLE HANDLING			
TRANSMISSION SHIFT OPERATION			
ENGINE PERFORMANCE			
PARK BRAKE OPERATION			
BODY WINDOW RATTLES			
HEATER DEFROSTER-AC BLOWER OPERATION			
CHECK FOR LEAKS AFTER RETURN			
CHECK BRAKE RETARDER OPERATION			
HEADLIGHTS			
TURN SIGNALS 4WAYS			
MARKER AND CLEARANCE LIGHTS			
TAIL BRAKE LIGHTS			
LICENSE PLATE LIGHT			
BACK UP LIGHTS AND ALARM			

PM/Inspection Service SB PM-A continues on next page...



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# PM Checklist Items for Work Order Number CATA-2016-33438

**Work Order Number:** CATA-2016-33438      **WO Status:** OPEN      **Work Order Delay:** None  
**Equipment** (271) 2010 CHA E450 25FT CHAMP BUS      **License:** 012X181

Task	Completed by Employee	SR	Comments
<b>PM / Inspection Services: PM A SMALL BUS</b>			
VINYL CONDITION			
GENERAL BODY CONDITION			
LUBE ALL EXTERIOR DOOR HINGES LATCHES			
INSPECT TIGHTEN ALL WHEEL AND AXLE NUTS			
CLEAN BATTERY AND CABLES			
CHECK, WINDSHIELD WIPERS BLADES ARMS WASHERS			
DOORS ADJUSTMENT SEALS CONDITION OPERATION			
BIKE RACK CONDITION AND OPERATION			
CHECK POWER STEERING FLUID LEVEL AND PUMP			
FILL WASHER TANK			
INSPECT ALL RADIATOR HOSE CLAMPS			
CHECK HOSES RUBBING CHAFFING			
FAN A C ALT BELTS CONDITION AND TENSION			
CONDITION OF INTAKE SYSTEM HOSES			
WIRE SECURED NOT RUBBING			
MASTER CYLINDER LEVEL			
A C CONDENSER CONDITION CHECK FAN OP. ON SKIRT			
ROOF MOTORS			
A C LINES			
HEATER HOSE LINES			
ENGINE OIL LEVEL CORRECT			
TRANSMISSION OIL LEVEL CORRECT			
BRAKE & ACCELERATOR PEDAL OPERATION LUBE BRAKE ROLLER			
HORN BUTTON OPERATION CONDITION			
WIPER WASHER OPERATION			
DIMMER TURN SIGNAL SWITCH OPERATION			
INSTRUMENT PANEL SWITCHES OPERATION			

PM/Inspection Service SB PM-A continues on next page...



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# PM Checklist Items for Work Order Number CATA-2016-33438

Work Order Number:	WO Status:	Work Order Delay:	
CATA-2016-33438	OPEN	None	
Equipment	Completed by Employee	SR	Comments
(271) 2010 CHA E450 25FT CHAMP BUS			
<b>Task</b>			
<b>PM / Inspection Services: PM A SMALL BUS</b>			
DRIVER`S SEAT CONDITION OPERATION			
SEAT FRAMES AND COVERING CONDITION			
SEAT BELT OPERATION			
DOME AND STEP LIGHT OPERATION			
WINDOWS; LATCH OPERATION			
GLASS CONDITION			
STANCHIONS AND GRAB RAILS; SECURE CONDITION			
MIRRORS REMOTE OPERATION CONDITION AND TIGHTEN			
EMERGENCY HATCH OPERATION			
SAFETY EQUIPMENT REGISTRATION INSURANCE AND MESS KIT			
FLOOR COVERING CONDITION			
W C BELTS CONDITION OPERATION CLEAN AND LUBE FLOOR LATCHES			
W C LIFT OPERATION			
W C RESERVOIR LEVEL			
DESTINATION SIGN OPERATION			
FAREBOX INSPECTION			
ZONAR OPERATIONS AND EQUIPMENT			



**ATTACHMENT D****CATA Vehicle Replacement Plan**

The replacements for vehicles are based on two factors, age and miles. The replacement schedule is set by the FTA and followed by the State of Michigan. The criteria for replacement are as follows:

Vans: 4 years or 100,000 miles (mini vans)

Small buses: 7 years or 200,000 miles (small buses)

Medium Duty buses: 10 years or 200,000 miles (medium duty hybrids)

CATA has vehicles that fall under each of these categories as noted. Funding for vehicle replacement is planned out five years in advance with a master plan going out 25 years.

These vehicles will be used to replace a number of the respective eligible vehicles. It is normally our practice to replace the oldest vehicles first.

Going forward CATA has a replacement plan that has requested funding to replace vehicles each year over the next five years. The replacements include up to 8-10 minivans per year. The number and frequency of these replacements is dependent on the funding levels awarded.