
Capital Area Transportation Authority

Radio System Maintenance Service

Request for Proposal # 2012-104

SCHEDULE OF ACTIVITIES

RFP Released:	June, 26, 2012
Written Questions due to CATA:	July 12, 2012, Noon
Pre-Proposal Meeting (optional):	July 9, 2012, 1:30PM Eastern Standard Time, 4615 Tranter, Lansing, MI 48910
CATA's Responses released by:	July 16, 2012
Number of Proposals & Due Date:	Submit four (4) proposal copies; by 4:30pm Eastern Standard Time, July 30, 2012
Orals/Interview(s) (Optional):	Optional
Proposed Date To Begin Contract Development:	August 6, 2012
Proposed Contract Signature/Award Date:	August 20, 2012
Proposed Contract Start Date:	September 1, 2012
Proposed Kick-off Meeting @ CATA/Telecom:	Within 1 week of contract start date
Progress Meetings:	On-going, weekly/monthly as required

Issued On June 26, 2012

TABLE OF CONTENTS

SCHEDULE OF ACTIVITIES.....	i
TABLE OF CONTENTS	ii
SECTION I: PROCUREMENT PROCESS.....	3
1-A Issuing Office	3
1-B Project Management	3
1-C Project Oversight	3
1-D Incurring Costs.....	4
1-E Contract Term.....	4
1-F Contract Extension	4
1-G Type of Contract	4
1-H Questions/Changes to the RFP	4
1-I Pre-Proposal Meeting.....	4
1-J Proposals	4
1-K Acceptance of Proposal Content	5
1-L Economy of Presentation	5
1-M Primary Contractor Responsibilities.....	5
1-N Other Duties Assigned by CATA	5
1-O Selection Criteria.....	5
1-P Oral Presentation.....	6
1-Q Independent Price Determination	6
1-R Pricing & Payment	7
SECTION 2: STATEMENT OF WORK.....	8
2-A Background.....	8
2-B Objectives of the Project.....	8
2-C Scope of Work	8
2-D CATA Responsibility.....	10
2-E General Requirements	10
2-F Detailed Work Plan.....	11
2-G Proposal Requirements.....	11
SECTION 3: COMPLIANCE REQUIREMENTS	12
3-A FTA and MDOT Required Clauses	12
3-B Disadvantaged Business Enterprises.....	12
3-C Compliance with Laws.....	12
3-D Ownership	13
3-E News Releases.....	13
3-F Audit and Inspection of Records.....	13
3-G Complaints or Protests	14
3-H Contractual Terms and Conditions	14
APPENDICES	14
Appendices	14

Capital Area Transportation Authority

Radio System Maintenance Service

Request for Proposal Project #2012-104

SECTION 1: PROCUREMENT PROCESS

1-A Issuing Office

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

All RFP responses and communications regarding this project during the procurement process must be addressed to CATA's Purchasing & Contracts Manager:

Ms. Beverly Anderson
Purchasing & Contracts Manager
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910
Fax: (517) 394-3733
E-mail: banderson@cata.org

1-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 & Contracts Manager named above.

Mr. Dwight (Dave) Smith
Director of Operations
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

1-C Project Oversight

The oversight of this CATA Project is the responsibility of the CATA Project Manager named in Project Management Section 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.

1-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.

1-E Contract Term

The term of the proposed will commence approximately September 1, 2012 and continue for a period of two (2) years, until August 30, 2014.

1-F Contract Extension

CATA reserves the right to extend the term of any contract resulting from this RFP for up to one year. Any extension will be in writing.

1-G Type of Contract

This is a combined **hourly rate/time and materials** contract. CATA reserves the right to expand or decrease service/use of the contract as conditions require. The contract will state a pre-agreed maximum total price.

1-H Questions/Changes to the RFP

It is the desire of CATA to provide the same information to all interested parties to insure 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 e-mail to the CATA Purchasing & Contracts Manager at the e-mail address indicated in Section I 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 by the date stated on the above *Schedule of Activities* page.

1-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.

1-J Proposals

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

Late proposals which are received after the Proposal Due Date may be considered, if the respondent establishes to CATA's satisfaction within five (5) days of the Proposal Due Date that the delay was due to an independent event

outside the control of respondent, such as acts of God or the public enemy, war, national emergency, labor strikes, the failure of the U. S. Postal Service to deliver first-class, registered, or certified mail within five (5) days, or the failure of a national courier service recognized by CATA to deliver as guaranteed or specified. CATA will require documentation to excuse late delivery, including, but not limited to, signed statements or affidavits, postmarks, original postal receipts, courier receipts, and shipment tracking logs in a form satisfactory to CATA. All proposals submitted in response to this RFP will become the property of CATA and will not be returned to the respondent.

1-K Acceptance of RFP Content

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

1-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.

1-M Primary Contractor Responsibilities

The selected 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, the prime contractor must provide a complete description of work subcontracted and descriptive information about the subcontractor's organization and capabilities. The prime contractor is totally responsible for adherence by the subcontractors to all provisions of the contract. CATA must review and approve in writing all subcontractors. All subcontractors must be included in the initial proposal with descriptions of the firms' qualifications and the qualifications of the key individuals assigned to this project.

1-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 service that has not been 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 request for Task Order describing the work to be done and all associated costs. A written task order will then be issued by CATA.

1-O Selection Criteria

Responses to this RFP will be evaluated using a "best value" approach. CATA will select the proposal that is most advantageous to it and that presents CATA with the best overall value when both price and technical factors are considered. Technical factors and price are of equal importance. The following factors should be addressed in the respondent's proposal and are listed in descending order of importance:

Method of Approach to the Scope of Work as described in the proposal. Quality of information submitted in the proposal based on completeness, relevance, conciseness and organization of materials presented.

Capability and qualifications of the prime firm and all subcontractors. This addresses distribution of staff time to the project, the respondent's past record of performance on similar assignments (such

as control of costs, quality of work and ability to meet schedules). The primary 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.

Understanding of the Problem and Objectives. As stated in the proposal and demonstrated by the written description of the project in the proposal.

Demonstrated ability to complete the project on time and on budget. Respondents must demonstrate experience, ability and willingness to work with CATA and provide evidence of successful engagements elsewhere with other customers on similar projects.

CATA reserves the right to accept proposals as originally submitted. However, it may evaluate all proposals to identify firms submitting proposals most responsive to the needs of CATA. Those firms, on an equal basis, may be asked to make oral presentations to CATA or engage in further discussions/negotiations regarding their proposals and offered the opportunity to submit a best and final offer.

Each prime contractor should make every effort to include Small and Disadvantaged Business Enterprises in this project.

1-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. If held, the presentations will be on the date indicated on the cover of this RFP. **A maximum of 30 minutes will be allowed for each presentation, followed by 30 minutes for questions and answers (timing and duration to be determined by CATA).**

1-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, that 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.

1-R Contract Pricing and Payment Schedule

Payment for any contract entered into as a result of this RFP will be made not more than monthly upon receipt of the contractor's billing statement for the preceding month, along with the receipt and acceptance of the progress report and proof of work completed. Proposals are to include the following:

- Number of hours by person, by task, for each firm (must be included in both the proposal and on the cost sheets)
- Cost per hour by person, by equipment/service type and task (must be included in both the proposal and on the cost spreadsheets)
- Travel charges
- Any other charges
- Price to be provided in a single spread sheet by type of equipment and service

SECTION 2: STATEMENT OF WORK

2-A Background

The Capital Area Transportation Authority (“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 30 fixed bus routes and demand-response services in the rural Ingham area, as well as in Delhi and Meridian Townships and the Cities of Mason and Williamston. CATA also provides a demand-response service designed to meet the needs of persons with disabilities, called Spec-Tran. CATA provided 11.8 million passenger trips in Fiscal Year 2011. Over 3 million of those rides occurred on MSU campus that year.

In 2004 CATA underwent a radio upgrade that replaced many of the older radios. In 2008 CATA entered into a radio maintenance agreement as most of the warranty coverage’s expired. In 2010 CATA began a full installation of AVL and MDT technology that attempted to integrate the two way radio communication with this new system. The first attempt was not successful but identified a number of problems with both the existing system condition and the process of integration. In April of 2012 a complete system audit was performed and resulted in the replacement of thirty antennas, correction or wiring complications and updating of a number of handsets in the large bus fleet. Radio integration with the small bus fleet has not proven to be as problematic but has also undergone both the AVL integration and subsequent separation.

CATA’s main radio tower was moved to a new cell tower that was installed at the Tranter St. location in 2011. The current tower height is 140ft. with three antennas attached at varying heights. These antenna heights are subject to change as our radio frequencies are switched to narrow band width this summer.

2-B Objectives of the Project

The specific objectives for this Project are as follows:

- Provide daily maintenance and repair for all components of the CATA radio system.
- Monitor and evaluate all radio communication functions and provide written documentation of problems, resolutions and recommendations to CATA on a regular and consistent basis.
- Improve function of existing system through integration to other technologies, best quality preventive maintenance practices and a through and rapid response to all problems.
- Provide training to key users of the system on a reoccurring basis to assure appropriate use and understanding of system functions.
- Secure “guaranteed” response time to dispatch or trunked system failure.
- Secure pricing for expansion units for all aspects of the system.

2-C Scope of Work

CATA currently provides services with a fleet of two hundred and forty six (246) radio equipped vehicles, both operated by CATA directly and contracted to other providers. The size of CATA’s fleet is subject to change from time to time. For the purpose of this Request for Proposal (RFP) these vehicles have been categorized in the following manner:

- | | |
|-------------------------------------|-------------|
| • Maintenance Service Vehicles | 14 Vehicles |
| • Transport and Supervisor Vehicles | 23 Vehicles |

• Small Vans – Contracted	49 Vehicles*
• Mid-sized bus – Contracted	20 Vehicles*
• Mid-sized bus – Directly Operated	38 Vehicles
• Special Service Bus – Directly and Contracted	3 Vehicles
• Large Bus – Directly Operated	105 Vehicles

Contractor vehicles are maintained by the contractor. Reprogramming, when necessary, trouble shooting and some minimal assistance may be required.

*(See Complete Vehicle List @ Attachment "A")

Radio communications for all 252 vehicles are routed through three different CATA locations, Tranter St., Dean Transportation and the CTC (CATA Transportation Center), utilizing a 140 foot cell and antenna tower on site, one (1) Motorola Quantar and two (2) Motorola MTR 2000 repeaters, three Zetron model 452 trunking controllers, five control stations and four remote adapters. This system currently utilizes three radio frequencies in the 452 MHz range, however is in the process of reprogrammed to narrowband frequencies in the 461 to 466 MHz range.

In addition, thirty-two handheld mobile radio units are utilized in various departments, with this quantity subject to change from time to time.

CATA is seeking a "time and material" based proposal that includes the following:

- Scheduled pickup/drop-off of radios with no travel charge; and repairs in bus at a guaranteed labor rate as needed.
- For dispatch/trunked system failures, a specific guaranteed total hourly rate for a 2 hour response time during normal business hours (8:00AM to 5:00PM Mon-Fri), and a 4 hour response time outside of normal business hours.
- A guaranteed travel/labor rate for installation and programming of new radios
- A guaranteed travel/labor rate for a yearly full inspection and tune-up/repair of the trunked repeaters and console/dispatch equipment, as detailed in this RFP.

Proposals should also include identification of the primary personnel providing services and resumes listing scope of experience.

The service provider shall provide a printed copy of the programming contents of each type of bus radio (e.g. fixed route, Paratransit) to CATA upon any major programming changes (e.g. a new talkgroup is added) and upon the initiation of the service contract.

The service provider shall provide a bi-annual full inspection of all radios and components, tune-up/repair of the trunked repeaters and dispatch remote/console system. This inspection will verify that the repeaters and dispatch equipment meet manufacturers' specifications.

The service provider shall provide a report due at the second of two bi-annual inspections noting the serial number of each radio repaired and the date of each radio's repair, and which buses had antenna/cable repairs. Also, whenever the dispatch/console or repeater system is repaired, a record of which technician(s) performed the repair and the date of the repair shall be provided.

The service provider shall provide a pricing list for replacement and/or expansion of CATA hardware based on current cost with projected increases over the length of this contract.

The service provider shall maintain radio analog system connections between the radio system and the call recording system.

The service provider shall bi-annually inspect and provide a report of the status of all infrastructure including tower and antenna.

2-D CATA Responsibility

CATA will provide:

- Current vehicle and radio inventory
- Access to appropriate CATA facilities and vehicles
- Work orders tracking radio head removal/replacement by CATA (ongoing)
- Information related to other technologies requiring interface with any component of the radio system.

2-E General Requirements

Timeliness: The services of the successful respondent are to commence upon execution of the contract and shall be undertaken and completed so as to assure project completion by **October 1, 2012**.

Meetings: The successful respondent (Contractor) shall meet with the CATA project manager during the project at least quarterly during the first year of this contract and at least twice annually in conjunction with bi-annual full system evaluations. 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.

Progress Reports: The successful respondent shall provide monthly written progress memos to CATA's Project Manager. These reports will identify work accomplished, problems encountered during the past month, methodology and timeline for resolving these problems and the activities planned for the upcoming month. These memos shall be provided to the Project Manager by the 10th day of each month. The report can be faxed, mailed or e-mailed to the Project Manager.

Project Reports: The Contractor will provide to the Project Manager the following reports:

- Monthly updates on work performed tracking individual units
- Annual report on scheduled inspection and tune-up of system components
- Annual report on past years repairs noting serial number of each radio repaired, dates of repair, antenna and cable repairs and dispatch or repeater system repairs, along with a record of which technician performed the repair.

2-F Detailed Work Plan

Within 10 working days of the award of the contract, the Contractor will submit to CATA's Project Manager, for discussion, review and approval, an adjusted technical work plan including the following:

The Contractor's final project organization structure.

- The Contractor's (and subcontractors) detailed manning table with names, titles, addresses, telephone numbers, fax numbers, e-mail addresses and any other critical information, by task if appropriate.
- Within one week following the submittal of the detailed work plan, the Contractor's representative will meet with CATA's Project Manager to review the components of the work plan and to finalize the direction of the project.

2-G Proposal Requirements

- Statement describing the Respondent's understanding of CATA's stated problem and project objectives.
- Statement describing "Guaranteed" response time to dispatch or trunked system failure.
- Qualifications of the Primary Contractor and each sub-contractor.
- Qualifications of the key individuals from each firm assigned to the project.
- Past experience on similar projects – up to 3 examples for the prime and each sub-contractor.
- List of two references including specific contact names, addresses, telephone numbers, fax numbers and e-mail addresses.
- List of Certified DBE firms 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 ("FTA") and the Michigan Department of Transportation ("MDOT").
- Additional Information and Comment – include any other information that is believed to be pertinent but not specifically asked for elsewhere.
- A description of the Respondent's Quality Assurance Program.
- A detailed description of the Respondent's Transition Plan, if applicable.
- A detailed description of how the Respondent will meet CATA's vehicle maintenance standards.
- Include cost proposals based on hourly rates and materials used per proposal requirements. If applicable, 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.
- Provide an organizational chart of the Respondent and all Sub-Contractors, if applicable.
- The name and telephone number of person(s) in the Respondent's organization authorized to negotiate/expedite the proposed contract with CATA.
- Executed/Signed "Buy America," "Lobbying," and "Debarment, Suspension and other responsibility matters" certificates.

SECTION 3: COMPLIANCE REQUIREMENTS

3-A FTA and MDOT Required Clauses

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

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

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

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

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

3-B Small and Disadvantaged Business Enterprises

Small and 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>.

3-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. Debarment Certification per 49 CFR 29; Appendix D must be signed by Respondent and included in proposal submittal.

9. Surface Transportation Assistance act of 1982 ("Buy America Act"); Appendix E must be signed by Respondent and included in proposal submittal.
10. Lobbying Disclosure Act of 1985; Appendix F must be signed by Respondent and included in proposal submittal
11. Non-Discrimination Clause per 49 CFR, Part 26.
12. 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.

3-D Ownership

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

3-E News Releases

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

3-F Audit and Inspection of Records

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

3-G Complaints or Protests

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

3-H Contractual Terms and Conditions

See attached Appendix B: CATA Standard Terms and Conditions for details.

APPENDICES

Appendix A: CATA Fleet Inventory as of 06.15.12

Agency	VEH NUM/LOC	Radio Last Svc	VIN	MAKE	YEAR	SERIAL #	RADIO	TAG #
Admin Vehicles								
CATA	O1		1G4HD57MX9U134206	Buick Lucerne CXL3	2009	NO RADIO		
CATA	H40		1FMCU49H68KC31188	2008 Ford Escape Hybrids	2008	41000275	TK880H	00446
CATA	H41		1FMCU49H88KC31189	2008 Ford Escape Hybrids	2008	41000273	TK880H	00433
CATA	H42		1FMCU49H48KC31190	2008 Ford Escape Hybrids	2008	41000274	TK880H	
CATA	H43		1FMCU49H68KC31191	2008 Ford Escape Hybrids	2008	41000272	TK880H	
CATA	H44		1FMCU49H88KC31192	2008 Ford Escape Hybrids	2008	60700869		
CATA	T27	03/17/09	1GNDS13SX72260278	2007 Trailblazer 2wd	2007	A8A00462		
CATA	T28	03/17/09	1GNDS13S272260761	2007 Trailblazer 2wd	2007	A8A00463		
CATA	T29		1GNDS13S272281948	2007 Trailblazer 2wd	2007	NO RADIO		
CATA	T30		1GNDS13S772240132	2007 Trailblazer 4wd	2007	NO RADIO		
CATA	T31		1GNDS13S372264458	2007 Trailblazer 4wd	2007	NO RADIO		
Service Vehicles								
CATA	V2		WD2PD644245677724	2004 Dodge Sprinter Van	2004	NO RADIO		
CATA	T8		1GCHK23142F216625	Chevy 2500 HD Duramax 4wd	2002	01200095	TK880H	04166
CATA	T9		1GCGK24R0YR116206	Chevy Pick up Chevy Silverado	2000	41000590	TK880H	00445
CATA	T10		1GCEK19J98Z256114	4wd	2008	NO RADIO		
CATA	T11		1GTHK74K79F124035	2009 GMC 2500 HD 4WD plow/salt	2009	A8A00461		
CATA	T20		1FDAF57P43ED34280	F550 Ford XLT service truck	2003	41100590		
CATA	T22	03/17/09	1GBJK34U75E247124	2005 Chevy Silverado Flat bed	2005	A8A00464		
CATA	T23		1FDXF46P16EA94924	Ford F450 utility body	2006	NO RADIO		
CATA	T24		1FDWF31508EB94687	Ford F350SD Utility box	2008	NO RADIO		
CATA	T25		1FDWF31598EB94686	Ford F350SD Utility box/plow	2008	NO RADIO		
CATA	T26	03/17/09	1FDWF37Y58EB94685	Ford F350SD	2008	A8A00465		

Utility box/plow

Agency	VEH NUM/LOC	Radio Last Svc	VIN	MAKE	YEAR	SERIAL #	RADIO	TAG #
Going out of Service								
CATA	V32		1GNEL19XX3B147011	Chevy Astro AWD	2003	60700700	TK880H	
CATA	V33		1GNEL19X63B146888	Chevy Astro AWD	2003	60700774	TK880H	00430
CATA	V34		1GNEL19X23B147102	Chevy Astro AWD	2003	60700804	TK880H	00439
CATA	V35		1GNEL19X03B147065	Chevy Astro AWD	2003	60700803	TK880H	
CATA	V36		1GNEL19X338148937	Chevy Astro AWD	2003	60700869	TK880H	
CATA	V37		1GNDX03E94D235667	2004 Chevy Venture	2004	NO RADIO		
CATA	V38		1GNDX03E34D346650	2004 Chevy Venture	2004	60700694	TK880H	
CATA	V39		1GNDX03E84D221808	2004 Chevy Venture	2004	60700870	TK880H	

Agency	VEH NUM/LOC	Radio Last Svc	VIN	MAKE	YEAR	SERIAL #	RADIO	TAG #
Transport Vans								
CATA	V45	04/15/09	1GNDV23167D188777	07 Chevy Uplander	2007	103TBCE825		
CATA	V46	04/22/09	1GNDV23107D198771	07 Chevy Uplander	2007	NO RADIO		
CATA	V47	04/15/09	1GNDV23127D199260	07 Chevy Uplander	2007	NO RADIO		
CATA	V48	04/15/09	1GNDV23137D198067	07 Chevy Uplander	2007	7921AA414		
CATA	V49		1GNDV23167D197446	07 Chevy Uplander	2007	001TCA0195		
CATA	V50	04/16/09	1GNDV23157D213877	07 Chevy Uplander	2007	001TEU0226		
CATA	V51	04/16/09	1GNDV23127D190316	07 Chevy Uplander	2007	001TCA0182		
CATA	V52	04/16/09	1GNDV23197D204776	07 Chevy Uplander	2007	103TBE6734		
CATA	V53	04/15/09	1GNDV23177D211094	07 Chevy Uplander	2007	103TBA8819		
CATA	V54	04/22/09	1GNDV23147D166101	07 Chevy Uplander blue	2007	103TBCE816		
CATA	V55	04/16/09	1GNDV23118D148544	08 Chevy Uplander	2008	001TCA0365		
CATA	V56	05/04/09	1GNDV23158D200368	08 Chevy Uplander	2008	103TBE6545		
CATA	V57	05/04/09	1GNDV23158D146828	08 Chevy Uplander	2008	103TBA8784		
CATA	V58	05/04/09	1GNDV23138D145211	08 Chevy Uplander	2008	103TBA8782		
CATA	V59	07/06/09	1GNDV231180172245	08 Chevy Uplander	2008	103TBCU276		
CATA	V60		2D4RN4DE2AR462639	2010 Dodge Caravan Blue	2010	NO RADIO		
CATA	V61		2D4RN4DE9AR462637	2010 Dodge Caravan	2010	NO RADIO		
CATA	V62		2D4RN4DE0AR462638	2010 Dodge Caravan	2010	NO RADIO		

Agency	VEH NUM/LOC	Radio Last Svc	VIN	MAKE	YEAR	SERIAL #	RADIO	TAG #
Paratransit Vehicles								
CATA	242	04/08/11	1FDXE45P45HB08168	05 Ford Champion E450 D MR	2005	10103026	TK880H	05910
CATA	243	04/08/11	1FDXE45P86DA31913	06 Ford Champion E450 190'	2006	71100041	TK880H	05084
CATA	244	09/02/11	1FDXE45P46DA31911	06 Ford Champion E450 190'	2006	71100042	TK880H	05083
CATA	245	04/22/11	1FDXE45P26DA40297	06 Ford Champion E450	2006	71100044	TK880H	05081

CAPITAL AREA TRANSPORTATION AUTHORITY

RADIO MAINTENANCE RFP

CATA	246	04/22/11	1FDXE45P66DA40299	190' 06 Ford Champion E450	2006	60700793	TK880H	05082
CATA	247	04/08/11	1FDXE45P46DA40298	190' 06 Ford Champion E450	2006	71100043	TK880H	05080
CATA	248	04/08/11	1FDXE45P06DA40296	190' 06 Ford Champion E450	2006	71100046	TK880H	05079
CATA	249	10/28/11	1FDXE45P46DB13265	190' 06 Ford Champion E450	2006	71100589	TK880H	05402
CATA	250	04/08/11	1FDXE45P96DB13259	190' 06 Ford Champion E450	2006	60700731	TK880H	05963
CATA	251	01/15/09	1FDXE45P36DA85720	190' 06 Ford Champion E450	2006	60700735	TK880H	
CATA	252	09/02/11	1FDXE45P06DB13263	190' 06 Ford Champion E450	2006	61100008	TK880H	
CATA	253	04/22/11	1FDXE45P16DB13269	190' 06 Ford Champion E450	2006	61100010	TH880H	05916
CATA	254	07/15/11	1FDXE45P66DB13266	190' 06 Ford Champion E450	2006	61200123	TK8180H	
CATA	255	05/25/12	1FDXE45P86DB13270	190' 06 Ford Champion E450	2006	80800364	TK8180H	
CATA	256	04/22/11	1FDXE45PX6DB13268	190' 07 Ford Champion E450	2006	80800362	TK8180H	
CATA	257	10/21/11	1FDXE45P27DA05289	190' 07 Ford Champion E450	2007	A0A00452	TK8180H	
CATA	258	04/22/11	1FDXE45P17DA01704	190' 07 Ford Champion E450	2007	A0A00363	TK8180H	
CATA	259	04/08/11	1FDXE45P57DA85168	190' 08 Ford Champion E450	2007	80800361	TK8180H	
CATA	260	04/22/11	1FD4E45P18DA39549	190' 08 Ford Champion E450	2008	60700799		02686
CATA	261	09/30/11	1FD4E45P18DA35436	190' 08 Ford Champion E450	2008	40900314	TK8180H	02684
CATA	262	10/21/11	1FD4E45P88DA35434	190' 08 Ford Champion E450	2008	71100047		02685
CATA	263	04/08/11	1FD4E45P68DB59282	190' 09 Ford Champion E450	2008	60700794	TK880H	05955
CATA	264		1FD4E45P06DA40299	190' 09 Ford Champion E450	2009	60700739		
CATA	265		1FD4E45P06DA40296	190' 10 Ford Champion E450	2009	60700806		
CATA	266	05/26/11	1FD4E45P06DA40296	190' 10 Ford Champion E450	2010	60700771		
CATA	267		1FD4E45P06DA40296	190' 10 Ford Champion E450	2010	71100050		
CATA	268		1FD4E45P06DA40296	190' 10 Ford Champion E450	2010	60700792		
CATA	269		1FD4E45P06DA40296	190' 10 Ford Champion E450	2010	61100075		

CAPITAL AREA TRANSPORTATION AUTHORITY

RADIO MAINTENANCE RFP

CATA	270		1FDFE4FP3ADA23172	190' 10 Ford Champion E450	2010	60700807		
CATA	271	09/09/11	1FDFE4FP4ADA41762	190' 10 Ford Champion E450	2010	60700737		
CATA	272		1FDFE4FP3ADA41137	190' 12 Ford Champion E450	2010	60700866		
CATA	273	04/20/12	1FDFE4FS1CDA47106	190' 12 Ford Champion E450	2012	038TNE0054		
CATA	274	04/20/12	1FDFE4FS3CDA47107	190' 12 Ford Champion E450	2012	NO RADIO		
CATA	275	04/23/12	1FDFE4FS5CDA47108	190' 12 Ford Champion E450	2012	NO RADIO		
CATA	276	04/23/12	1FDFE4FS7CDA47465	190' 12 Ford Champion E450	2012	NO RADIO		
CATA	277	04/23/12	1FDFE4FS9CDA47466	190' 12 Ford Champion E450	2012	NO RADIO		
CATA	278	04/23/12	1FDFE4FS0CDA47467	190' 12 Ford Champion E450	2012	NO RADIO		
CATA	279	04/23/12	1FDFE4FS2CDA47468	190' 2010 Champion IC HC Hybrids	2012	NO RADIO		
CATA	400	05/20/11	4DRASAAM3AH232421	2010 Champion IC HC Hybrids	2010	A9A00198	TK8180K	
CATA	401	04/22/11	4DRASAAM8AH259372	2010 Champion IC HC Hybrids	2010	A9A00197	TK8180K	

Agency	VEH NUM/LOC	Radio Last Svc	VIN	MAKE	YEAR	SERIAL #	RADIO	TAG #
--------	-------------	----------------	-----	------	------	----------	-------	-------

Trolleys								
CATA	1916	05/27/09	1N90182829A140198	2009 NABI AH 28	2009	41000354	Kenwood TH880HK	
CATA	1917	12/27/11	1N90182849A140199	2009 NABI AH 28	2009	80500914	Kenwood TH880HK	05905

Agency	VEH NUM/LOC	Radio Last Svc	VIN	MAKE	YEAR	SERIAL #	RADIO	TAG #
--------	-------------	----------------	-----	------	------	----------	-------	-------

40' Large Bus								
CATA	500	03/17/09	2FYD2LL03TU016779	D40LF New Flyer Low Floor	1996	60700751	TK880H	05838
CATA	501	09/16/11	2FYD2LL0XTU016780	D40LF New Flyer Low Floor	1996	60700761	TK880H	05835
CATA	502	10/14/11	2FYD2LL01TU016781	D40LF New Flyer Low Floor	1996	60700757	TK880H	
CATA	504	10/28/11	2FYD2LL05TU016783	D40LF New Flyer Low Floor	1996	60700817	TK880H	05840
CATA	505	05/20/11	2FYD2LL07TU016784	D40LF New Flyer Low Floor	1996	60700816	TK880H	05852
CATA	506	04/22/11	2FYD2LL09TU016785	D40LF New Flyer Low Floor	1996	60700741	TK880H	05847
CATA	508	07/15/11	2FYD2LL02TU016787	D40LF New Flyer Low Floor	1996	60700863	TK880H	
CATA	509	12/23/08	2FYD2LL04TU016788	D40LF New Flyer Low Floor	1996	60700790	TK880H	05844
CATA	510	07/08/11	5FYD2LL071U022175	D40LF New Flyer Low Floor	2001	60700764	TK880H	05842
CATA	511	01/20/10	5FYD2LL091U022176	D40LF New Flyer Low Floor	2001	60700864	TK880H	05786
CATA	512	02/08/11	5FYD2LL001U022177	D40LF New Flyer Low Floor	2001	61200124	TK880H	05728
CATA	513	07/26/11	5FYD2LL021U022178	D40LF New Flyer Low Floor	2001	60700803	TK880H	05778
CATA	514	10/12/09	5FYD2LL041U022179	D40LF New Flyer	2001	60700752	TK880H	05718

CATA	515	12/23/08	5FYD2LL001U022180	Low Floor D40LF New Flyer	2001	60700788	TK880H	05793
CATA	516	07/08/11	5FYD2LL021U022181	Low Floor D40LF New Flyer	2001	60700717	TK880H	05414
CATA	517	05/25/12	5FYD2LL041U022182	Low Floor D40LF New Flyer	2001	60700692	TK880H	05861
CATA	518	09/16/11	5FYD2LL061U022183	Low Floor D40LF New Flyer	2001	60700755	TK880H	05884
CATA	519	01/13/09	5FYD2LL081U022184	Low Floor D40LF New Flyer	2001	60700728	TK880H	05790
CATA	520	03/16/12	5FYD2LL0X1U022185	Low Floor D40LF New Flyer	2001	60700754	TK880H	05788
CATA	521	03/16/12	5FYD2LL011U022186	Low Floor D40LF New Flyer	2001	41000352	TK880H	
CATA	522	12/10/10	5FYD2LL031U022187	Low Floor D40LF New Flyer	2001	60700820	TK880H	05767
CATA	523	04/22/11	5FYD2LL051U022188	Low Floor D40LF New Flyer	2001	60700729	TK880H	05769
CATA	524	05/25/12	5FYD2LL071U022189	Low Floor D40LF New Flyer	2001	60700766	TK880H	05701
CATA	525	07/26/11	5FYD2LL031U022190	Low Floor D40LF New Flyer	2001	61100074	TK880H	05763
CATA	526	12/23/08	5FYD2LL051U022191	Low Floor D40LF New Flyer	2001	OFF SITE	TK880H	05704
CATA	527	12/30/08	5FYD2LL071U022192	Low Floor D40LF New Flyer	2001	60700865	TK880H	05753
CATA	528	12/30/08	5FYD2LL091U022193	Low Floor D40LF New Flyer	2001	60700763	TK880H	05716
CATA	529	01/13/09	5FYD2LL001U022194	Low Floor D40LF New Flyer	2001	60700767	TK880H	05753
CATA	530	05/06/11	5FYD2LL021U022195	Low Floor D40LF New Flyer	2001	60700760	TK880H	05903
CATA	531	12/23/08	5FYD2LL041U022196	Low Floor D40LF New Flyer	2001	OFF SITE	TK880H	05795
CATA	532	03/02/12	5FYD2LL061U022197	Low Floor D40LF New Flyer	2001	60700809	TK880H	05711
CATA	533	12/23/08	5FYD2LL081U022198	Low Floor D40LF New Flyer	2001	60700784	TK880H	05882
CATA	534	09/09/11	5FYD2LL0X1U022199	Low Floor D40LF New Flyer	2001	60700718	TK880H	05705
CATA	535	04/26/12	5FYD2LL021U022200	Low Floor D40LF New Flyer	2001	60700703	TK880H	05737
CATA	536	04/22/11	5FYD2LL014U022201	Low Floor D40LF New Flyer	2001	40900315	TK880H	05708
CATA	537	03/02/12	5FYD2LL061U022202	Low Floor D40LF New Flyer	2001	60700715	TK880H	05854
CATA	538	01/08/09	5FYD2LL081U022203	Low Floor D40LF New Flyer	2001	60700781	TK880H	03468
CATA	539	03/16/12	5FYD2LL0X1U022204	Low Floor D40LF New Flyer	2001	60700796	TK880H	05889
CATA	540	10/28/11	5FYD2LL011U022205	Low Floor D40LF New Flyer	2001	60700742	TK880H	05783
CATA	541	03/16/12	5FYD2LL031U022206	Low Floor D40LF New Flyer	2001	10103022	TK880H	05772
CATA	542	04/21/09	5FYD2LL051U022207	Low Floor D40LF New Flyer	2001	60700720	TK880H	05787
CATA	543	01/05/09	5FYD2LL071U022208	Low Floor D40LF New Flyer	2001	60700770	TK880H	05733
CATA	544	01/05/09	5FYD2LL091U022209	Low Floor D40LF New Flyer	2001	60700755	TK880H	05756
CATA	545	09/02/11	5FYD2LL051U022210	Low Floor D40LF New Flyer	2001	60700718	TK880H	05713
CATA	546	11/23/09	5FYD2LL071U022211	Low Floor D40LF New Flyer	2001	60700727	TK880H	05725
CATA	547	12/27/11	5FYD2LL091U022212	Low Floor D40LF New Flyer	2001	60700705	TK880H	05764
CATA	548	03/16/12	5FYD2LL001U022213	Low Floor D40LF New Flyer	2001	60700743	TK880H	05710
CATA	549	07/26/11	5FYD2LL021U022214	Low Floor D40LF New Flyer	2001	60700787	TK880H	05707
CATA	550	12/30/08	5FYD2LL041U022215	D40LF New Flyer	2001	60700818	TK880H	05906

CATA	551	12/30/08	5FYD2LL061U022216	Low Floor D40LF New Flyer	2001	41100588	TK880H	05833
CATA	552	03/16/12	5FYD2LL081U022217	Low Floor D40LF New Flyer	2001	60700762	TK880H	05773
CATA	553	01/25/11	5FYD2LL0X1U022218	Low Floor D40LF New Flyer	2001	60700786	TK880H	05847
CATA	554	05/06/11	5FYD2LL011U022219	Low Floor D40LF New Flyer	2001	71100043	TK880H	05731
CATA	555	05/25/12	5FYD2LL081U022220	Low Floor D40LF New Flyer	2001	40900312	TK880H	05943
CATA	556	12/23/08	5FYD2LL0X1U022221	Low Floor D40LF New Flyer	2001	60700744	TK880H	57478
CATA	557	09/24/09	5FYD2LL011U022222	Low Floor D40LF New Flyer	2001	60700726	TK880H	05741
CATA	558	05/12/09	2FYD2LL03TU016782	Low Floor D40LF New Flyer	1996	60700769	TK880H	05849
CATA	559	01/05/09	5FYD2LN093U025031	Low Floor D40LF New Flyer	2003	40900354	TK880H	05875
CATA	560	12/30/08	5FYD2LN003U025032	Low Floor D40LF New Flyer	2003	60700691	TK880H	03236
CATA	561		5FYD2LN023U025033	Low Floor D40LF New Flyer	2003	61100009	TK880H	
CATA	562	09/16/11	5FYD2LN043U025034	Low Floor D40LF New Flyer	2003	60200831	TK880H	05750
CATA	563	07/15/11	5FYD2LN063U025035	Low Floor D40LF New Flyer	2003	40900313	TK880H	05734
CATA	564	07/15/11	5FYD2LN083U025036	Low Floor D40LF New Flyer	2003	60700789	TK880H	05820
CATA	565	02/06/09	5FYD2LN0X3U025037	Low Floor D40LF New Flyer	2003	41000355	TK880H	05739
CATA	566	05/20/11	5FYD2LN013U025038	Low Floor D40LF New Flyer	2003	40900311	TK880H	05745
CATA	567	01/13/09	5FYD4FV065C028859	Low Floor D40LF New Flyer	2005	60700862	TK880H	05726
CATA	568	12/30/08	5FYD4FV025C028860	Low Floor D40LF New Flyer	2005	60700753	TK880H	05879
CATA	569	12/27/11	5FYD4FV045C028861	Low Floor D40LF New Flyer	2005	60700745	TK880H	05759
CATA	570	05/20/12	5FYD4FV065C028862	Low Floor D40LF New Flyer	2005	60700782	TK880H	05721
CATA	571	10/14/11	5FYD4FV085C028863	Low Floor D40LF New Flyer	2005	60900191	TK880H	05779
CATA	572	03/16/12	5FYH5FV026C030169	Low Floor D40LF New Flyer	2006	61100195	TK880H	05894
CATA	573	02/20/09	5FYH5FV096C030170	Low Floor D40LF New Flyer	2006	60700701	TK880H	
CATA	574	01/05/09	5FYH5FV006C030171	Low Floor DE40LFR New	2006	NO RADIO	TK880H	
CATA	575	06/14/11	5FYH5FV016C030986	Flyer Low Floor DE40LFR New	2006	10103027	TK880H	03511
CATA	576	01/20/10	5FYH5FV036C030987	Flyer Low Floor DE40LFR New	2006	41000271	TK880H	03582
CATA	577	03/16/12	5FYH5FV056C030988	Flyer Low Floor DE40LFR New	2006	60700797	TK880H	
CATA	578	01/08/09	5FYH5FV076C030989	Flyer Low Floor DE40LFR New	2006	60700754	TK880H	03107
CATA	579	03/16/12	5FYH5FV0X9B036358	Flyer Low Floor DE40LFR New	2009	A8A00362	TK8180K	
CATA	580	06/02/11	5FYH5FV019B036359	Flyer Low Floor DE40LFR New	2009	A0A00361		
CATA	581	03/02/12	5FYH5FV089B036360	Flyer Low Floor DE40LFR New	2009	60700808		
CATA	582	04/22/11	5FYH5FV0X9B036361	Flyer Low Floor DE40LFR New	2009	60900195		
CATA	583	05/20/12	5FYH5FV019B036362	Flyer Low Floor DE40LFR New	2009	60700714		
CATA	584	05/20/12	5FYH5FV039B036363	Flyer Low Floor DE40LFR New	2009	40900355	TK880H	05869
CATA	585	07/08/11	5FYH5FV059B036364	Flyer Low Floor DE40LFR New	2010	60700868		
CATA	586	12/16/11	5FYH5FU03AB038118	DE40LFR New	2010	60700800		

CAPITAL AREA TRANSPORTATION AUTHORITY

RADIO MAINTENANCE RFP

CATA	587		5FYH5FU05AB038119	Flyer Low Floor DE40LFR New	2010	60700758		
CATA	588	05/20/12	5FYH8FU00BC039309	Flyer Low Floor DE40LFR New	2011	10101990		
CATA	589		5FYH8FU07BC039310	Flyer Low Floor DE40LFR New	2011	60700819		
CATA	590	12/27/11	5FYH8FU09BC039311	Flyer Low Floor	2011	60700804		
CATA	591			XDE40	2012		NO RADIO	
CATA	592			XDE40	2012		NO RADIO	
CATA	593			XDE40	2012		NO RADIO	
CATA	594			XDE40	2012		NO RADIO	

Agency	VEH NUM/LOC	Radio Last Svc	VIN	MAKE	YEAR	SERIAL #	RADIO	TAG #
	60' Atric Bus							
CATA	6000	07/15/11	5FYD2UM073U025049	D60LF New Flyer Low Floor	2003	60700700	TK880H	05866
CATA	6001	05/25/12	5FYD2UM033U025050	D60LF New Flyer Low Floor	2003	60700861	TK880H	03402
CATA	6002	05/06/11	5FYD2UM053U025051	D60LF New Flyer Low Floor	2003	60700783	TK880H	05859
CATA	6003	09/02/11	5FYD2UM073U025052	D60LF New Flyer Low Floor	2003	OFF SITE	TK880H	05335
CATA	6004	03/02/12	5FYD4YW095C028879	D60LF New Flyer Low Floor	2005	60700775	TK880H	05863
CATA	6005	03/17/09	5FYD4YW055C028880	D60LF New Flyer Low Floor	2005	60700805	TK880H	05856
CATA	6006		5FYD4YW075C028881	D60LF New Flyer Low Floor	2005	60700713	TK880H	05893
CATA	6007	03/02/12	5FYH5YW047C032159	DE61LFR New Flyer Low Floor	2007	60700798	TK880H	00212
CATA	6008	09/09/11	5FYH5YW007C032160	DE61LFR New Flyer Low Floor	2007	60700768	TK880H	05886
CATA	6009	12/14/09	5FYH5YW027C032161	DE61LFR New Flyer Low Floor	2007	60700693	TK880H	03676
CATA	6010		5FYH5YU059B036314	DE61LFR New Flyer Low Floor	2009	A8A00365	TK8180K	
CATA	6011		5FYH5YU079B036315	DE61LFR New Flyer Low Floor	2009	A8A00364	TK8180K	

Agency	VEH NUM/LOC	Radio Last Svc	VIN	MAKE	YEAR	SERIAL #	RADIO	TAG #
	Dean Paratransit							
DEAN	1037		1FDXE45F62HB14170	02 Ford Champion E450 D MR	2002		Motorola CDM 1550	
DEAN	1040		1FDXE45F12HB75619	03 Ford Champion E450 D MR	2003		Motorola CDM 1550	
DEAN	1041		1FDXE45P15HA59897	05 Ford Champion E450 D MR	2005		Motorola CDM 1550	
DEAN	1042		1FDXE45P55HA59899	05 Ford Champion E450 D MR	2005		Motorola CDM 1550	
DEAN	1043		1FDXE45P75HA59905	05 Ford Champion E450 D MR	2005		Motorola CDM 1550	
DEAN	1043		1FDXE45P75HA59905	05 Ford Champion E450 D MR	2005		Motorola CDM 1550	
DEAN	1044		1FDXE45P05BH48800	06 Ford Champion E450 190'	2006		Motorola CDM 1550	
DEAN	1045		1FDXE45P46DA28314	06 Ford Champion E450 190'	2006		Motorola CDM 1550	
DEAN	1046		1FDEX45P56DA28323	06 Ford Champion E450	2006		Motorola CDM 1550	

CAPITAL AREA TRANSPORTATION AUTHORITY

RADIO MAINTENANCE RFP

DEAN	1046		1FDEX45P56DA28323	190' 06 Ford Champion E450	2006		Motorola CDM 1550	
DEAN	1047		1FDEX45P86DA28316	190' 06 Ford Champion E450	2006		Motorola CDM 1550	
DEAN	1047		1FDEX45P86DA28316	190' 06 Ford Champion E450	2006		Motorola CDM 1550	
DEAN	1048		1FDXE45P06DA28312	190' 06 Ford Champion E450	2006		Motorola CDM 1550	
DEAN	1049		1FDXE45P26DA31910	190' 06 Ford Champion E450	2006		Motorola CDM 1550	
DEAN	1050		1FDXE45P66DA31909	190' 06 Ford Champion E450	2006		Motorola CDM 1550	
DEAN	1051	04/30/09	559CH250FLFU18227	CHAMPION CHALLENGER 25' FLOOR PLAN "A" BUS	2007		Motorola CDM 1550	
DEAN	1052	04/30/09	559CH250FLFU18228	CHAMPION CHALLENGER 25' FLOOR PLAN "A" BUS	2007		Motorola CDM 1550	
DEAN	1053	04/30/09	559CH250FLFU18229	CHAMPION CHALLENGER 25' FLOOR PLAN "A" BUS	2007		Motorola CDM 1550	
DEAN	1054	04/30/09	559CH250FLFU18230	CHAMPION CHALLENGER 25' FLOOR PLAN "A" BUS	2007		Motorola CDM 1550	
DEAN	1055		1FDPE4FP0ADA41144	10 Ford Champion E450	2010			
DEAN	1056		1FDPE4FP8ADA24219	23' 10 Ford Champion E450	2010			
DEAN	1057		1FDPE4FPXADA24223	23' 10 Ford Champion E450	2010			
DEAN	1058		1FDPE4FP7ADA41142	11 Ford Champion E450	2011			

Agency	VEH NUM/LOC	Radio Last Svc	VIN	MAKE	YEAR	SERIAL #	RADIO	TAG #
Dean Transports								
DEAN	1158		1GBDV13137D149040	07 Braun LF Uplander	2007		Motorola CDM 1550	
DEAN	1159		1GBDV13177D148859	07 Braun LF Uplander	2007		Motorola CDM 1550	
DEAN	1160		1GBDV13147D148673	07 Braun LF Uplander	2007		Motorola CDM 1550	
DEAN	1161		1GBDV13167D150313	07 Braun LF Uplander	2007		Motorola CDM 1550	
DEAN	1164		1GBDV13167D148934	07 Braun LF Uplander	2007		Motorola CDM 1550	
DEAN	1165		1GBDV13167D150036	07 Braun LF Uplander	2007		Motorola CDM 1550	
DEAN	1167		1GBDV13177D149400	07 Braun LF Uplander	2007		Motorola CDM 1550	
DEAN	1168		1GBDV1313TD149376	07 Braun LF Uplander	2007		Motorola CDM 1550	
DEAN	1169		1GBDV13137D148633	07 Braun LF Uplander	2007		Motorola CDM 1550	
DEAN	1170		1GBDV13117D149540	07 Braun LF Uplander	2007		Motorola CDM 1550	
DEAN	1171		1GBDV13117D149148	07 Braun LF Uplander	2007		Motorola CDM 1550	

CAPITAL AREA TRANSPORTATION AUTHORITY

RADIO MAINTENANCE RFP

DEAN	1172		1GBDV13W97D185715	Uplander 07 Braun LF	2007		1550 Motorola CDM	
DEAN	1175		1GBDV13WX8D10057	Uplander 07 Braun LF	2007		1550 Motorola CDM	
DEAN	1176		1GBDV13WX8D138355	Uplander 08 Braun LF	2008		1550 Motorola CDM	
DEAN	1177		1GBDV13W98D138489	Uplander 08 Braun LF	2008		1550 Motorola CDM	
DEAN	1178		1GBDV13W68D137736	Uplander 08 Braun LF	2008		1550 Motorola CDM	
DEAN	1181		1GBVD13W38D207581	Uplander 08 Braun LF	2008		1550 Motorola CDM	
DEAN	1182	04/01/09	1GBDV13W78D164556	Uplander UPLANDER ENTERVAN - WHITE	2008	A8A00348	Kenwood TK8180H	01088
DEAN	1183	04/01/09	1GBDV13W58D211194	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00352	Kenwood TK8180H	01089
DEAN	1184	04/01/09	1GBDV13W28D210651	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00386	Kenwood TK8180H	01090
DEAN	1185	04/01/09	1GBDV13W28D211525	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00355	Kenwood TK8180H	01091
DEAN	1186	04/01/09	1GBDV13W38D211663	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00354	Kenwood TK8180H	01092
DEAN	1187	04/01/09	1GBDV13W68D211642	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00388	Kenwood TK8180H	01093
DEAN	1188	04/01/09	1GBDV13W48D211591	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00347	Kenwood TK8180H	01094
DEAN	1189	04/01/09	1GBDV13W28D211007	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00476	Kenwood TK8180H	01095
DEAN	1190	04/01/09	1GBDV13W18D211371	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00350	Kenwood TK8180H	01096
DEAN	1191	04/01/09	1GBDV13W58D212457	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00400	Kenwood TK8180H	01097
DEAN	1192	04/01/09	1GBDV13W78D211657	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00389	Kenwood TK8180H	01098

CAPITAL AREA TRANSPORTATION AUTHORITY

RADIO MAINTENANCE RFP

DEAN	1193	04/01/09	1GBDV13W88D211514	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00390	Kenwood TK8180H	01099
DEAN	1194	04/01/09	1GBDV13W58D211115	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00346	Kenwood TK8180H	01100
DEAN	1195	04/01/09	1GBDV13W38D211002	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00478	Kenwood TK8180H	
DEAN	1196	04/01/09	1GBDV13W68D211639	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00480	Kenwood TK8180H	01102
DEAN	1197	04/01/09	1GBDV13W18D210947	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00397	Kenwood TK8180H	01103
DEAN	1198	04/01/09	1GBDV13W18D211693	2008 CHEVROLET BRAUN UPLANDER ENTERVAN - WHITE	2008	A8A00351	Kenwood TK8180H	
DEAN	1200	04/01/09	1GBDV13W48D210666	08 Braun LF Uplander	2008	A8A00477	Kenwood TK8180H	01106
DEAN	1201	04/01/09	1GBDV13W98D210761	08 Braun LF Uplander	2008	A8A00387	Kenwood TK8180H	
DEAN	1202	04/01/09	1GBDV13W48D211090	08 Braun LF Uplander	2008	A8A00398	Kenwood TK8180H	01108
DEAN	1203	04/01/09	1GBDV13W78D210855	08 Braun LF Uplander	2008	A8A00399	Kenwood TK8180H	
DEAN	1204	04/01/09	1GBDV13W98D210811	08 Braun LF Uplander	2008	A8A00479	Kenwood TK8180H	01110
DEAN	1205	04/01/09	1GBDV13W28D211489	08 Braun LF Uplander	2008	A8A00353	Kenwood TK8180H	
DEAN	1206	04/01/09	1GBDV13W68D211656	08 Braun LF Uplander	2010	A8A00349		
DEAN	1207		1GBDV13W280212285	Uplander	2008			
DEAN	1208		2D8HN44E39R702836	09 Bruan Caravan	2010			
DEAN	1209		2D4RN4DG1BR621220	10 Eldorado LF van	2010			
DEAN	1210		2D4RN4DG3BR621221	10 Eldorado LF van	2010			
DEAN	1211		2C4RDGBGXCR232016	12 Eldorado LF van	2012			
DEAN	1212		2C4RDGBG1CR232017	12 Eldorado LF van	2012			
DEAN	1213		2C4RDGBG3CR232018	12 Eldorado LF van	2012			
DEAN	1214		2C4RDGBG5CR232019	12 Eldorado LF van	2012			
DEAN	1215		2C4RDGBG1CR232020	12 Eldorado LF van	2012			
DEAN	1216		2C4RDGBG3CR232021	12 Eldorado LF van	2012		Motorola CDM 1550	
DEAN	9501		1BDGDBPA94F218564	2004 Blue Bird LMB (ramp)	2004			
MAINT	SPARE					60700756	TK880H	05334

CAPITAL AREA TRANSPORTATION AUTHORITY

RADIO MAINTENANCE RFP

MAINT	SPARE				10101988	TK880H	
MAINT	SPARE				60700797	TK880H	
MAINT	SPARE				10103028	TK880H	05899
MAINT	SPARE				10102979	TK880H	
MAINT	SPARE				60700745	TK880H	05332
MAINT	SPARE				10102976	TK880H	05331
MAINT	SPARE				60700729		
MAINT	SPARE				10103024	TK880H	03664
MAINT	SPARE				60700861	TK880H	05333
MAINT	SPARE				10102977	TK880H	03676
MAINT	SPARE				60700792	TK880H	05961
MAINT	SPARE				60700772	TK880H	00425
MAINT	SPARE				60700775	TK880H	00424
MAINT	SPARE				41000353	TK880H	05775
MAINT	SPARE				41100586	TK880H	05922
MAINT	SPARE				10103023	TK880H	04071
MAINT	SPARE				60700831	TK880H	
MAINT	SPARE				61100007	TK880H	
MAINT	SPARE				61100004	TK880H	
MAINT	SPARE				60700793	TK880H	
MAINT	SPARE				60700864	TK880H	
OFFICE	COMP						
	RM	Recorder Head	CPI Linehaul				
OFFICE	COMP						
	RM	Recorder Head	CPI Spectran				
OFFICE	COMP						
	RM	Recorder Head	Motorola 03526				
OFFICE	COMP						
	RM	Dispatch Office Radio	Kenwood	60400760			
OFFICE	PARA	Paratransit	COM Series	10AX072014895			
OFFICE	PARA	Paratransit	COM Series	10AX072014898			
OFFICE	PARA	Paratransit	Desktop				
			Radio(CRS)				
OFFICE	PARA	Paratransit	Desktop				
			Radio(PARA)				
OFFICE	CUST						
	ASST	CATA CTC	Base Receiver				
OFFICE		Repeaters	Motorola Quantar				
OFFICE		Repeaters	MotorolaMTR2000				
OFFICE		Repeaters	MotorolaMTR2000				
OFFICE		Controller	Zetron Model 452				
OFFICE		Controller	Zetron Model 452				
OFFICE		Controller	Zetron Model 452				

Agency	Type	Radio Last Svc	Owner	MAKE	SERIAL #	RADIO	Tag Number	Narrow
CATA	HAND HELD		Dispatch	Kenwood	6E+07	W/Base Unit	01800	X
CATA	HAND HELD		Paratransit-Office	Kenwood	6E+07	W/Base Unit	01778	X
CATA	HAND HELD		Paratransit-Office	Kenwood	6E+07	W/Base Unit	01779	X
CATA	HAND HELD	5/11/10	Henrick Christiansen	Kenwood-TK3180	B0300488	W/Base Unit	01990	X
CATA	HAND HELD	5/11/10	Brent Webb	Kenwood-TK3180	B0300489	W/Base Unit	01991	
CATA	HAND HELD	5/11/10	Haywood Liggett	Kenwood-TK3180	B0300490	W/Base Unit	01989	X
CATA	HAND HELD	5/11/10	Al Champagne	Kenwood-TK3180	B0300491	W/Base Unit	01992	X
CATA	HAND HELD	4/12/10	Andrew Brieschke	Kenwood-TK3180	B0200942	W/Base Unit	01996	
CATA	HAND HELD	4/12/10	Doug Heins -Safety	Kenwood-TK3180	B0200950	W/Base Unit	01997	X
CATA	HAND HELD		Dave Smith	Kenwood-TK380	6E+07	W/Base Unit	01799	X

CATA	HAND HELD		Paratransit-Office	Kenwood-TK380	6E+07	W/Base Unit	01798	X
CATA	HAND HELD	3/5/10	Pete Brown	Kenwood-TK380	6E+07	W/Base Unit	01796	X
CATA	HAND HELD		Sandy Rios/Customer Service	Kenwood-TK380	6E+07	W/Base Unit	01797	
CATA	HAND HELD	5/11/10	Sandy Rios-CTC / Security	ICOM-F4001	020022589-6	W/Base Unit	01993	
CATA	HAND HELD	5/11/10	Sandy Rios-CTC / Security	ICOM-F4001	020022590-6	W/Base Unit	01994	
CATA	HAND HELD	3/5/10	Sandy Rios-CTC / Security	Kenwood-TK360	9E+07	W/Base Unit	01768	
CATA	HAND HELD	3/5/10	Sandy Rios-CTC / Security	Kenwood-TK380	6E+07	W/Base Unit	01769	
CATA	HAND HELD	3/5/10	Sandy Rios-CTC / Security	Kenwood-TK380	6E+07	W/Base Unit	01770	
CATA	HAND HELD	3/5/10	Sandy Rios-CTC / Security	Kenwood-TK380	6E+07	W/Base Unit	01774	
CATA	HAND HELD	3/5/10	Sandy Rios-CTC / Security	Motorola-HT750	672HEA5257	W/Base Unit	01771	
CATA	HAND HELD	3/5/10	Sandy Rios-CTC / Security	Motorola-HT750	672TAA1514	W/Base Unit	01772	
CATA	HAND HELD	3/5/10	Sandy Rios-CTC / Security	Motorola-HT750	672TAA1588	W/Base Unit	01773	
CATA	HAND HELD	3/5/10	Sandy Rios-CTC / Security	Motorola-HT750	672TAA1509	W/Base Unit	01776	
CATA	HAND HELD	3/5/10	Sandy Rios-CTC / Security	Motorola-HT750	672TAA1592	W/Base Unit	08022	
CATA	HAND HELD		Maintenance	Kenwood-TK380	6E+07	W/Base Unit		
CATA	HAND HELD		Maintenance	Kenwood-TK380	6E+07	W/Base Unit		
CATA	HAND HELD	3/26/09	Maintenance	Motorola-HT750	672TASU333	W/Base Unit		
CATA	HAND HELD	3/26/09	Maintenance	Motorola-HT750	672FAC4300	W/Base Unit		
CATA	HAND HELD	3/26/09	Maintenance	Motorola-HT750	672FAC4286	W/Base Unit		
CATA	HAND HELD		Maintenance-Fuel Pumps	Motorola-HT750	672FAC4329	W/Base Unit		

Appendix B: CATA Standard Terms and Conditions

CAPITAL AREA TRANSPORTATION AUTHORITY

NON-CONSTRUCTION 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 contract 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. If specified, the Contractor shall install and place in operation, subject to approval by CATA, the equipment at the Contractor's expense within thirty (30) days from issuance of a notice to install issued by CATA.
11. INSTALLATION EXTENSION AND DELAYS. CATA reserves the right to extend, postpone, or reschedule installation in case the installation of equipment under this contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason or cause or circumstances beyond the control of the Contractor. The time of completion or installation shall be extended by a number of days to be determined in each instance by CATA.

12. ASSEMBLY. If required, the Contractor shall assemble the equipment of the installation.
13. ACCESSORIES. The Contractor shall furnish all accessories required to permit CATA to operate the equipment as contemplated by the Authority. Accessories shall be included in the bid price.
14. TRAINING. The Contractor shall properly train CATA personnel in the operation and maintenance of the equipment.
15. SERVICE MANUAL AND WIRING SCHEMATIC. If specified, the Contractor will provide at least one copy of a service manual and at least one copy of a wiring schematic for individual components and other schematics and drawings.
16. WARRANTY. The Contractor shall describe its policy or warranty(s) both on workmanship and material as applying to the equipment, along with the method or adjustment, and shall be further subject to warranty requirements of CATA as set forth in the following Paragraph 17.
17. CATA WARRANTY. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable warranties the Contractor gives any customer for such equipment and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to CATA by any other clause of this contract. The Contractor shall state the warranty and supply with its bid.
18. INSURANCE. The Contractor shall place and maintain with responsible insurance carriers the following insurance. The Contractor shall deliver to CATA, upon request, certificates of insurance which shall provide thirty (30) days' written notice to be given to CATA in the event of cancellation. Contractor shall require all Subcontractors to maintain adequate insurance coverage.
 - (a) Workers' Compensation and Employer's Liability Insurance.
 - (1) Workers' Compensation in compliance with the applicable state and federal laws.
 - (2) Employer's Liability. Limit \$1,000,000.
 - (b) Commercial General Liability Insurance, including Professional Liability, Blanket contractual, XCU Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence/claim, subject to a \$2,000,000 annual aggregate for Professional Liability, Completed Operations and Personal Injury other than Bodily Injury.
 - (c) Automobile Liability Insurance, including owned, hired and non-owned automobiles, Bodily Injury and Property Damage, to a combined single limit of \$1,000,000 each occurrence.
19. INDEMNIFICATION. In addition to the protection afforded by any policy of insurance, the Contractor agrees to indemnify and save harmless CATA, the

Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and all officers, agents, and employees thereof:

- (a) From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the Contractor in connection with the Contractor's performance of the contract; and
- (b) From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation and response, and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the Contractor's negligent performance of the contract.

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

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

of such noncompliance to the Contractor in writing and the Contractor shall immediately upon receipt of such notice do all things required to remedy such noncompliance without additional cost to CATA. If the Contractor fails to comply with such written notice, then CATA, upon written notice to the Contractor, shall deduct the cost of repair, replacement or correction of defective or damaged work from the compensation due or to become due to the Contractor.

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

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

27. EXCUSES FOR FAILURE TO PERFORM OR DELAYS. The Contractor will not be in default by reason of any failure in the performance of this contract, if such failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or the public enemy, acts of the government either in its sovereign or contractual capacity, fires, floods, and strikes. But in every case, a failure to perform must be beyond the control and without the fault or negligence of the Contractor or its Subcontractors. An excusable delay will permit the Contractor an extension of time for such reasonable period as may be mutually agreed upon between the parties.
- 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) This provision B.1 (a)-(d) 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 access during regular business hours to authorized representatives of CATA 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 four (4) 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 agrees to comply, and assure the compliance by each of its Subcontractors at any tier, with the provisions of

Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 CFR Part 29. Contractor shall furnish the Certificate of Compliance, as set forth in Appendix C, as a term and condition of the procurement.

8. MDOT AND FTA TERMS. All contractual provisions required by MDOT or mandated by FTA as set forth in FTA Circular 4220.1F, dated November 1, 2008, as amended, are hereby incorporated by reference. Anything to the contrary notwithstanding, all FTA mandated terms or MDOT mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. 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 terms and conditions.
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. AIR POLLUTION LIMITATIONS. All facilities and equipment utilized by Contractor in the performance of this contract shall be designed and equipped to prevent or control air pollution in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. 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. Violations shall be reported to the Regional Office of the Environmental Protection Agency.
11. BUY AMERICA PROVISIONS. This procurement is subject to the FTA's Buy America Requirements in 49 CFR 661. *The attached certificate, entitled "Buy America" Provision (Appendix D), must be completed and submitted with the proposal as a term and condition of the procurement. Failure to fill out the certificate completely and return it with the proposal will render your proposal non-responsive.* A waiver from the Buy America Provision may be sought by the bidder if grounds for a waiver exist. Section 165a of the Surface Transportation Act of 1982 permits FTA participation on contracts only if steel and manufactured products used in the contract are produced in the U.S.A.
12. CERTIFICATION REGARDING LOBBYING. This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix E), must be signed and returned as a term and condition of the procurement.
13. PREVAILING WAGE. Contractors must comply with the provisions of the Davis-Bacon Act, 1931 P A 403, as amended, as to payment by the contractor of wages prevailing in the area in which the work is performed.
14. 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 489109.

15. **BID BOND.** As security for the acceptance of any construction contract, each bid submitted for award of a construction contract shall be accompanied by a bidder's bond or certified check in the amount of five percent (5%) of the bid drawn payable to the CATA. Such bid deposits of all bidders will be held by CATA until all bids submitted shall have been evaluated, and the bids have either been rejected in whole or in part, or the award of the Contract or Contracts has been made. The bid deposit of the successful bidder will be held until the Contract is duly executed. Bid deposits will be returned to unsuccessful bidder(s) upon award of the Contract. If the successful bidder to whom the Contract has been awarded refuses to execute the Contract within ten (10) calendar days, after Contract award, the amount of its bid deposit shall be forfeited to and retained by CATA as liquidated damages for such neglect or refusal, and ITP may proceed to place the order with another company.
16. **PERFORMANCE & PAYMENT BONDS.** The successful bidder on a construction contract shall furnish at its own expense performance and payments bonds. These bonds shall be furnished to CATA within ten (10) calendar days after contract award. Bond requirements are as follows:

A performance bond for construction contracts shall be payable to CATA in the amount of 100 percent (100%) of the full contract amount as a guarantee of good faith on behalf of the Contractor that the Contractor will perform all of its obligations under the contract.

A payment bond shall be payable to CATA in the amount of 100 percent (100%) of the full amount of any construction contract to assure payment as required by law of all persons supplying labor and material in the execution of work provided for in the contract.
17. 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's failure to so comply shall constitute a material breach of this contract.
18. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above 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. (a) The Purchaser and Contractor acknowledges that the provisions of the Program Fraud Civil Remedies 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, it 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 the authority of 49 U.S.C. § 5307, the 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, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include this Paragraph 19 (a)-(c) in each subcontract financed in whole or in part with Federal assistance provided 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: Ms. Sandra L. Draggoo
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 A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

APPENDIX B**ASSURANCES THAT 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.

POLICY #204

DISADVANTAGED BUSINESS ENTERPRISE POLICY

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

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

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

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

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



Sam Singh, Board Chair



Sandra L. Draggoo, CEO/Executive Director

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

APPENDIX C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective Participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective Participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective Participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective Participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "primary", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective Participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective Participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A Participant may decide the method and frequency by which it determines the eligibility of its principals. Each Participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a Participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

49 CFR 29, Appendix C, includes attached Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

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

The Primary Participant (applicant for an FTA grant to cooperative agreement or potential contractor for a major third party contract), _____, ("CONTRACTOR"), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 above of this Certification; and
4. Have not within a three year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

(If the Primary Participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this Certification, the Participant shall attach an explanation to this Certification).

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 USC §§ 3801, et seq., are applicable thereto.

Date: _____

By: _____

Signature and Title of Authorized Official

The undersigned chief legal counsel for Contractor, _____, hereby certifies that the Contractor has authority under federal, state, and local law to comply with the subject assurances and that the Certification above has been legally made.

Date: _____

By: _____

Signature of Contractor's Attorney

Name, Address, and Phone of Contractor's Attorney: _____

Appendix D

"BUY AMERICA" PROVISION

This procurement is subject to the Federal Transit Administration "Buy America" Requirements in 49 CFR Part 661.

The "Buy America" Certificate below **must** be completed and submitted with your bid/proposal. A bid/proposal which does not include the Certificate or where both certificates are signed will be considered non-responsive.

A waiver from the "Buy America" provision may be sought by Capital Area Transportation Authority if grounds for the waiver exist.

In order to qualify as a domestic end-product, the cost of components produced in the United States must be 100% American made.

CERTIFICATE ONE:

BUY AMERICA CERTIFICATE

The bidder hereby certifies that it **WILL** comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (B)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR Part 661.7.

Signature: _____

Title: _____

Date: _____

CERTIFICATE TWO:

BUY AMERICA CERTIFICATE

The bidder hereby certifies that it **CANNOT** comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (B)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR Part 661.7.

Signature: _____

Title: _____

Date: _____

Appendix E
CERTIFICATE REGARDING LOBBYING

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

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

- 1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions (as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (11/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC § 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 USC § 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 USC § 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 to the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC § 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized
Official

_____ Name & Title of Contractor's
Authorized Official

_____ Date

