

Capital Area Transportation Authority

BUS RE-POWER

Request for Proposal # 2012-108

SCHEDULE OF ACTIVITIES

RFP Released:	October 15, 2012
Written Questions due to CATA:	October 29, 2012
Pre-Proposal Meeting (optional):	Not scheduled
CATA's Responses released:	October 31, 2012
Number of Proposals & Due Date:	Submit (4) four paper hard copy proposals (including one original) to the CATA Purchasing and Contracts Manager address listed below; by November 9, 2012, 4:30 p.m. <i>Eastern Standard Time.</i>
Orals/Interview(s) (Optional):	Not Scheduled
Proposed Begin Contract Development:	December 19, 2012
Proposed Contract Start Date:	January 2, 2012
Proposed Kick-off Meeting @ CATA/Telecon:	January 2, 2012
Progress Meetings:	On-going, weekly/monthly as required

Issued On October 15, 2012

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Capital Area Transportation Authority

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Request for Proposal Project #2012-108

SECTION I: PROCUREMENT PROCESS

I-A Issuing Office

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

All communications regarding this project during the procurement process must be 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

I-B Project Management

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

Mr. Craig R. Allen
Director of Maintenance
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

I-C Project Oversight

The oversight of this CATA Project is the responsibility of the CATA Project Manager 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.

I-D Incurring Costs

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

I-E Contract Term

The term of the proposed will commence with notice to proceed and continue for a period of one (1) year, or until the project is completed, whichever occurs first.

I-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.

I-G Type of Contract

This is a **fixed price** contract CATA also reserves the right to expand or decrease service/use of the contract as conditions require.

I-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 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. No changes will be made in the RFP after such changes/answers are distributed.

I-I Pre-Proposal Meeting

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

I-J Proposals

To be considered for award, each respondent must submit a complete response to the RFP, using the designated format (if any) and accepting the requirements of Sections II and III below. Proposals are to be submitted only to CATA. 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.

I-K Acceptance of Proposal Content

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

I-L Economy of Presentation

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

I-M Primary Contractor Responsibilities

The selected contractor 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, capabilities and Certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) status. The prime contractor is totally responsible for adherence by the subcontractors to all provisions of the contract. DBE firm's and subcontractor's FTA and DBE certifications must be included in the proposals. 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.

The prime contractor is required to pay any subcontractor within ten days of the prime contractor's receipt of payment for undisputed services provided by the subcontractor requesting payment.

The prime contractor is required to promptly return the subcontractors' retainage for undisputed services within 30 days after the subcontractors work is completed.

I-N Other Duties Assigned by CATA

Because of the nature of this project, CATA is unable to determine all possible work components and tasks to be completed. The Contractor may be asked to provide additional 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.

I-O Selection Criteria

Responses to this RFP will be evaluated based upon the following factors as presented in the respondent's proposal. These are not listed in order of importance:

- 1) Qualifications of the prime firm and all subcontractors**
- 2) Compliance to the specification**
- 3) Documented experience with a project of this type**
- 4) Timeline for completing the project.**
- 5) Quality control standards and process**
- 6) References**
- 7) Price**

CATA will constitute an ad hoc committee to evaluate all proposals. Those firms deemed by CATA to be most responsive to the needs of CATA may be asked to make oral presentations to CATA. That firm determined to be the most highly qualified based on the submitted proposal and any oral presentation may be asked to enter final negotiations. If the most qualified firm is unable to consummate agreement with CATA, then the next most qualified firm will be considered for award, and so on. At any time during this process, CATA reserves the right to re-bid, award, or cancel the project, as CATA determines.

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

I-P Oral Presentation

No Oral presentation is scheduled for this project.

I-Q Independent Price Determination

By submission of a proposal, the respondent certifies, or, in the case of a joint proposal, each party thereto certifies as to its own organization, 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.

I-R Pricing & Payment

Pricing Proposals are to include the following:

Payment for any contract entered into as a result of this RFP will be made not more frequently than monthly, in arrears. Payment to be made upon receipt and verification of the contractor's invoice for the previous month, along with confirmation of the receipt & acceptance of any required progress or other report, and proof of satisfactory work completion.

SECTION II: STATEMENT OF WORK

II-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 eleven million passenger trips in Fiscal Year 2011. Over 3 million of those rides occurred on MSU campus that year.

II-B Objectives of the Project

The specific objective for this Project is to secure a qualified vendor(s) to re-power 8- 2003 New Flyer buses. These buses currently have the Series 40 Detroit Diesel engine. This RFP is to replace these engines with a Cummins ISB of the same model year.

II-C Scope of Work

The Capital Area Transportation Authority (CATA) is requesting proposals from qualified vendors to perform an engine repower for up to eight (8) 2003 New Flyer D40LF buses. The repower will require the removal of the Detroit Diesel Series 40 engine to be replaced with a Cummins ISL engine. The buses are 2003 New Flyer D40LF build number SR879 and have operated in the CATA system since April of 2003. The following specification will detail the scope of work required for this project.

1. ENGINE REPOWER

1.1 Engine

Current engines are the OEM installed Detroit Diesel Series 40. CATA is requesting the replacement of these engines with a remanufactured Cummins ISL. The engine and exhaust shall match all Environmental Protection Agency (EPA) emission requirements for the 2003 model year. This installation shall include; all new engine mounts, harnesses and hardware to properly install and match the Cummins engine into the existing engine compartment and Allison transmission.

Contractor shall consult with New Flyer to obtain all specifications, components, materials and installation instructions required to retrofit this model year Cummins engine into the New Flyer bus. Contractor shall obtain and utilize engineered process that specifies all requirements for the removal of the DDC Series 40 engine and cooling system and integration of the Cummins ISL 280 engine assembly and EMP mini-Hybrid Thermal System. Process shall include, but not be limited to: Step by step engineering and labor processes, bill(s) of materials, and shall provide details for the

fabrication and installation of brackets, mounts, etc., engine start-up requirements, engine run-in and test procedures.

All Piping, wires, lines and hoses shall be installed and secured to prevent rubbing, chafing or wearing against any other items.

1.2 Mounts

Engine mounts shall meet OEM manufactured specifications for the Cummins engine installation. Engine installation shall meet all New Flyer, Allison and Cummins specifications for all angles related to the position of the engine and drive line.

All engine mounting modifications to the existing engine mounting frame structure shall minimally meet New Flyer specifications for same type engine installation. Engine mounts are to be the same material and strength and dimension as all OEM mounts.

All welded materials shall meet OEM and industry standards for strength and quality. Vendor shall provide welding certifications attained by employees assigned to this project.

All removed engines shall be returned to CATA.

1.3 Radiator/Cooling System

The radiator assembly currently installed is the EMP Mini Hybrid TK8 fan system kit. The EMP system is fully operational. A new EMP power 450 alternator shall be installed on the new Cummins engine. All interfaces from the alternator shall be made with approved OEM harnesses.

The Mini-Hybrid cooling fan systems shall be recalibrated to match the cooling parameter requirements set by Cummins for the ISL engine operating in the New Flyer bus. The recalibration shall be completed in coordination with EMP and Cummins. Written certification from both EMP and Cummins will be required and presented to CATA upon delivery. The certification shall note the proper calibration program provided from EMP, Cummins approval that the program meets or exceeds the operational parameters of the engine and the program installation date.

Coolant will be installed protected to twenty (20) degrees below zero minimally and meet Cummins coolant recommendations for the engine installed. A Pressure test of the coolant system before engine start-up will be required. All hoses shall be 4 ply silicon and meet SAE specification J20. New constant torque clamps shall be used on all cooling system hoses.

2. **EXHAUST SYSTEM**

2.1 Muffler

The current muffler is to be removed and returned with the old engine. The new muffler installed shall be provided by Cummins and be matched for the engine provided. Exhaust system shall minimally meet all 2003 EPA emission standards for the model year engine being installed. EPA certification verification shall be submitted with the proposal. If equipped with a Diesel Particulate Filter (DPF) a warning system shall be installed. This system at a minimum shall provide an alarm on the dash to alert operators of pending operational issues. If required, the harness for this system shall be OEM approved and properly interface with the New Flyer internal wiring system.

2.2 Exhaust Clamps and Pipes

Exhaust pipes and clamps are to be new and meet OEM quality standards. Exhaust pipe runs and size shall meet the specifications for the engine installed. 90 degree bends shall be kept to a minimum. All pipes shall meet OEM specifications and design. All modified pipes must be approved by Cummins and CATA.

2.3 Charge Air Cooler (CAC)

All piping modifications required to the EMP CAC lines shall meet Cummins design specifications. All CAC connection hoses and clamps shall be replaced with new OEM quality parts. All CAC hoses shall be securely mounted and insulated at the mounting connections to prevent tube leaks and damage. Perform CAC pressure test in accordance with Cummins requirements before engine start-up. CAC tubing modifications shall be approved by Cummins and CATA.

3. AIR CONDITIONING COMPRESSOR

3.1 General

The climate control systems are fully operational. When CATA installed the new EMP cooling systems the air condition compressor was relocated to the out board location in the present location. This was completed when the old hydraulic pump and the shaft drive to operate the compressor in the original in-board mounting location was removed. The relocation provided a belt drive for the compressor in the new out board location that closely matches all New Flyer current production. The compressor mount is to remain in the present out board location. The only adjustments required to the compressor mounting configuration may be to ensure proper belt alignment. A new belt is to be installed in the system. The part number for the new belt is to be documented and provided with the first delivered bus.

3.2 Climate Control

The heating and cooling system will operate in accordance with O.E.M. specifications upon completion of this work.

4.0 TRANSMISSION

4.1 Transmission Conversion

The Allison B400R will be delivered in the bus fully operational. No additional repair work will be required on the transmission. All mating components to match the Cummins engine to the transmission shall be OEM parts required by Allison, New Flyer or Cummins to correctly and correctly couple the ISL to the Allison B400R transmission.

All transmission calibrations changes required for the Allison transmission to properly operate with the Cummins engine needs to be performed prior to delivery to CATA. The transmission is to be fully serviced, new filters and fluid as part of this conversion. Transmission fluid used at CATA is 15W-40 motor oil. This is the preferred replacement fluid however if Synthetic fluid is used it must be Allison TS295 approved and CATA needs to be advised in writing of this fluid change. Transmission cooler lines are to be replaced with new Aeroquip FC355 lines and fittings and secured to prevent contact with the frame, ground and any moving suspension parts.

4.2 Structural Members/Fasteners

Structural members and frame in the engine compartment are not anticipated to require any additional repair work over and above the installation of the required engine mounts. Any additional work noted shall be brought to CATA's attention and a corrective action plan will be developed between CATA and the vendor.

4.3 Corrosion Protection

All steel exposed housings, bulkheads, plating, and framing surfaces modified or added in the engine compartment or under the bus, will have PPG Cora Shield undercoating properly applied to prevent corrosion. All other areas of the bus will be protected from overspray, or cleaned if sprayed.

4.4 Fasteners

All fasteners used will be SAE J386 Grade 8 bolts or approved equal by CATA.

4. ELECTRICAL SYSTEM

5.1 General

The electrical systems will require modifications to control the new engine, possible exhaust treatment applications and adjustments to the voltage regulator as a minimum.

5.2 Allen Bradley PLC System

The Programed Logic Control for operating this bus is performed through an Allen Bradley Programmable Logic system. The current program installed by New Flyer at the time of production in the bus is #157075 Rev C. This number was retrieved from our Allen Bradley system monitoring software. The engine repower will require a new program download. The new program shall include the new engine operating environment parameter while maintaining all the current operating functions of the bus. CATA is to receive documentation of the new program and revision number. This information will be required at time of the delivery of the first bus. The Allen Bradley system currently has a permanent program chip installed.

5.3 Wiring Connections

All wiring harness required for this work shall be properly secured and protected from rubbing, heat, and water intrusion. All connectors shall mate to the OEM harness with same type plugs. All connections shall be made with connects that are designed to be water tight. All connections shall be sealed with dielectric grease at the time of assembly. All harnesses shall, at a minimum, meet New Flyer, Cummins and EMP wire size standards for the loads imposed on the harness. All wiring harness interfacing with the OEM body trunk harnesses shall have connectors that match OEM trunk harness connectors. No modifications are to be made to OEM body harness trunk connectors.

6.0 WARRANTY

6.1 Complete Bus

The described work under this work scope and other CATA approved Contractor work on the repowered bus shall be warranted and guaranteed to be free from defects and related defects, for one (1) year or 75,000 miles, whichever comes first, beginning on the date each bus is placed into service. During this warranty period, the bus shall maintain its structural and functional integrity in the specification requirements. The warranty is based on regular operation of the coach under the operating conditions prevailing in the CATA's locale. Buses must expressly pass the final acceptance inspection to be performed under the auspices of the CATA. Components or equipment with warranties exceeding one year shall be honored and supported by the Contractor.

6.2 Warranty Repairs

At its option the CATA may require the Contractor to perform warranty-covered repairs, or work may be performed by the CATA with reimbursement by the Contractor. The Contractor shall maintain a Warranty Representative, with contact information, through the life of the longest warranted components. That person shall have the responsibility of ensuring that all repairs are cleared and that repairs are expedited. The Contractor shall name the individual who is intended to serve in this capacity.

6.3 Repairs by Contractor

If the CATA requires the Contractor to perform warranty-covered repair, the Contractor's representative must begin, within three (3) working days after receiving notification of a defect from the CATA, work necessary to effect repairs, subject to availability of materials. The CATA shall make the bus available to complete repairs timely with the Contractor's repair schedule. The Contractor shall complete repairs within five (5) days after receiving notification. Delays in completing repairs must be reported to the CATA before the five (5) days repair period requires written CATA approval. The Contractor shall provide, at its own expense, all spare parts, tools and space required to complete repairs. At the CATA's option, the Contractor may be required to remove the coach from the CATA's property while repairs are being affected. If the bus is removed from the CATA's property, the Contractor's representative must diligently pursue repair procedure.

6.4 Repairs by the CATA

If the CATA performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using Contractor specified spare parts available from its own stock or those supplied by the Contractor specifically for this repair. At period to be mutually agreed upon, a report of all repairs

covered by this Warranty shall be submitted by the CATA to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.

6.5 Contractor Supplied Parts

The CATA may request that the Contractor supply new parts for warranty-covered repairs being performed by the CATA. These parts shall be shipped prepaid to the CATA from any source selected by the Contractor within ten (10) working days of receipt of the request for said parts.

6.6 Defective Components Return

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The Contractor shall pay the total cost of this action. Materials should be returned in accordance with Contractor's instructions.

6.7 Reimbursement

Labor reimbursement will be made by the Contractor to the CATA for labor involved in removing and replacing such defective part or parts in an amount determined by multiplying an agreed-on number of man-hours for the removal and replacement of such defective parts by a per-hour mechanical labor rate (presently \$50.00) which shall not exceed the rate in effect in the CATA's service garage at the time of performance of such labor. The Contractor will be charged at the prevailing wage rate in effect at the CATA at the time the work is performed.

Reimbursement will be made by the Contractor to the CATA for replacement parts and shall be in the amount of the current cost of part or parts plus fifteen (15%) percent handling charge. All transportation costs shall be the responsibility of the Contractor.

6.8 Warranty After Replacement/Repairs

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor's or by the CATA's personnel, the subsystem shall have the un-expired warranty period of the original subsystem

6.9 Voiding of Warranty

The warranty shall not apply to any part or component of the bus that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with recognized standards of the industry. The warranty shall also be void if the CATA fails to conduct normal inspections and scheduled preventative maintenance procedures as recommended in the O.E.M.'s maintenance manuals.

6.9.1 Exceptions to Warranty

The warranty shall not apply to scheduled maintenance items and items such as tires and tubes, not to items furnished by the CATA such as radios, fare boxes and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible. The provisions of this warranty shall not apply to any coach that has been subject to misuse, negligence or accident.

7.0 TRANSPORTATION

7.1 General

If distance from CATA to contractor is 150 miles or less, the bus may be driven. Operator must be qualified and possess the appropriate driver's certification. Flatbed trailer transportation will be required for buses moved over 150 miles from the CATA facility. Please note your transportation costs on the bid sheet.

8.0 QAULTY ASURANCE

8.1 Quality Assurance Organization (QAO)

Each bidder shall submit with the bid a quality assurance package that includes the following minimum functions:

- The QAO shall verify inspection operation instructions to ascertain that the remanufactured product meets all prescribed requirements.
- The QAO shall maintain and use records and data essential to the effective operation of its programs. These records and data shall be available for review by the CATA's Inspectors. Inspection and test records for this procurement shall be available for a minimum of three (3) years after inspections and tests are completed.
- The QAO shall detect and promptly assure correction of any conditions that may result in the production of defective rebuilt buses. These conditions may occur in design, purchases, manufacture, tests, or operations that culminate in defective supplies, services, facilities, technical data, or standards.

8.2 Standards and Facilities

The contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the QAO to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards. When production jigs, fixtures, tooling masters, templates, patterns and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced or repaired as required to maintain quality. The Contractor's gauges and other measuring and testing devices shall be made available for use by the CATA's inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

8.3 Control of Purchases

The Contractor shall require that each supplier maintain a quality control program for the services and supplies that it provides. The Contractor's QAO shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested and approved shall be identified as acceptable to the point of use in the manufacturing or assembly process. Controls shall be established to prevent the inadvertent use of non-conforming materials. The Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on rebuilt buses.

8.4 Manufacturing Control

The Contractor shall ensure that all basic production operations, as well as other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on documented work instructions, adequate production equipment and special working environment if necessary.

The system for final inspection and test of completed repowered buses shall be provided for by the QAO for the CATA's Approval. It shall measure the overall quality of each completed bus. The QAO shall monitor the Contractor's system for controlling non-conforming materials. The system shall include procedures for identification, segregation and disposition. Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance process.

The system shall be maintained by the QAO for identifying the inspection status of components and completed transit buses. Identification may include: cards, tags or other normal quality control devices.

8.5 Inspection System

The QAO shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, work in progress and completed articles. As a minimum, it shall include the following controls:

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural and other components and assemblies for compliance with the design requirements. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing, body prior to paint preparation, engine installation completion, underbody dress-up and completion, bus prior to final paint touchup, bus prior to road test, and bus final road test completion.

Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the bus design.

Acceptance, rework or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by the Contractor or the CATA's inspector during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing process, procedures or other conditions that cause articles to be in non-conformity with the requirements of the contract Specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the non-conforming materials, the CATA shall approve the modification, repair or method of correction to the extent that the contract Specifications are affected.

The QAO shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the CATA.

8.6 CATA Technical Project Manager

CATA shall designate the Technical Project Manager to be its liaison with the Contractor on all technical matters pertaining to the work. The Technical Project Manager is empowered to act on behalf of the Authority in such matters as acceptance of Contractor's drawings, test procedures, First Article approvals, and coach acceptance. The Technical Project Manager is responsible for technical issues on behalf of the CATA, and shall be designated as such on official CATA letterhead.

8.7 CATA's Inspector (Resident Inspector)

The Contractor shall permit the CATA to be represented at the Contractor's facility by inspectors. They shall monitor, in the Contractor's facility, any and all work regarding the repower of transit buses built under this procurement. The inspectors shall be authorized to approve the pre-delivery acceptance tests, and to release the buses for delivery. Upon request to the quality assurance supervisor, the inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include, but not limited to, drawing, materials standards, parts lists, inspection processing and reports and records of defects. The CATA shall have the right to reject any design, workmanship or materials which do not conform to generally accepted practice. Any work so rejected shall be corrected by the Contractor at the Contractor's expense. The resident inspector has the authority to cease the final inspection if the inspector deems the vehicle not ready for inspection.

8.8 Change Orders

If during the course of repowering of any bus, the CATA deems additional work or material necessary, the CATA may issue a Change Order. The Contractor shall maintain a complete record on each vehicle. The record is to include, but is not limited to, the Vehicle Identification Number, road number, component serial numbers, before and after repairs, work has started and been completed, all repairs made and all parts services or replaced are included. A final vehicle test sheet, sign off by the Contractor's QAO, shall state all testing and corrections are complete and meet the contract Specifications. The completed vehicle record shall be supplied to the CATA's Resident Inspector before delivery of each vehicle.

The Contractor shall provide office space for the inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, heat and air conditioning, outside and interplant telephones, file cabinet, access to fax machine, parking of car at plant, rest room facilities, chairs and clothing lockers sufficient to accommodate the inspection staff. The CATA's Resident Inspector shall be available to the Contractor for a normal work shift not to exceed eight (8) hours per day without prior approval. The Resident Inspector will not be available on Saturdays, Sundays or Holidays. Presence of these CATA's inspectors in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement.

8.9 Pre-Delivery Tests

The Contractor shall conduct acceptance tests at its facility on each bus following completion of repower and before delivery to the CATA. These pre-delivery tests shall include visual and measured

inspections of all work performed in compliance to this Specification as well as testing and total coach operation. The tests shall be conducted and documented in accordance with written test plans supplied by the Contractor. Additional tests may be conducted at the Contractor's discretion to ensure that the completed coaches have attained the desired quality and have met the Technical Requirements for Overhaul of Transit Buses. This additional testing shall be recorded on appropriate test forms provided by the Contractor.

The pre-delivery tests shall be scheduled and conducted with sufficient notice so that they may be witnessed by the Resident Inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests and other tests shall be filed with the assembly inspection records for each coach. The bus shall be made available for inspection on a lift or pit for the Resident Inspectors.

II-D CATA Responsibility

CATA will provide:

- One bus will be made available to initiate this project.
- If requested a bus for inspection.
- The sequencing of buses will depend on service demands and completion time.
- No more than two buses at one time will be available for this project.
- Access to appropriate CATA facility(s) and vehicle information related to this project.

II-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 within twelve months.

Meetings: A pre-production meeting will be conducted with the successful vendor, CATA's project manager and CATA's resident inspector. This meeting will take place at CATA and provide the vendor and CATA to work out the build schedule and any other details required to be finalized for this project. The Contractor shall make immediate phone calls to the CATA Project Manager if any significant problems are encountered during the project.

Oral Presentations: No oral presentations are planned at this time.

Progress Reports: The successful respondent shall provide weekly written progress memos to CATA's Project Manager. These reports will identify work accomplished, problems encountered during the past week. These memos shall be provided to the Project Manager weekly. 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: Complete list of all serial numbers for the components installed in the completed bus. This information shall be submitted with the completed bus to allow CATA to update all vehicle records. The data shall be presented in a spread sheet noting the component and the corresponding serial number. Date of component installation, length of warranty and a contact for warranty administration.

II-F Deliverables

- Respondent shall submit (1) one original and (3) three copies of their proposal.

II-G Detailed Work Plan

With the submitted proposal, the vendor will submit to CATA's Project Manager, for discussion, review and approval, an adjusted technical work plan including the following:

- The Contractor 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.
- Projected time line for the completion of each bus.
- The time-phases planned for completing the project.

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.

II-H Proposal Requirements

- Detailed description of Respondent's plan for implementing Scope of Work; Respondent's detailed technical work plan including such things as a proposed schedule/time line. Tell the prospective respondents what you need regarding project specific requirements, such as: *hiring, training, equipment, facilities, insurance, utilities, and any other requirements for successful completion of the project.*
- Statement describing the Respondent's understanding of CATA's stated problem and project objectives.
- 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.
- List of references including specific contact names, addresses, telephone numbers, fax numbers and e-mail addresses.
- DBE and /or Small Business 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").
- A description of the Respondent's Quality Assurance Program.
- A list of any work that is to be sub-contracted and a description of the qualifications of the Prime Contractor and each Sub-Contractor on the team.

- The name and telephone number of person(s) in the Respondent's organization authorized to negotiate/expedite the proposed contract with CATA.
- Executed "Buy America," "Lobbying," and "Debarment, Suspension and other responsibility matters" certificates.

II-I Cost of Project

Proposals shall include the following cost break downs for evaluation:

- Transportation cost.
- Cost for the replacement engine
- Cost for a completed bus
- Per hour labor rate for work outside the scope

Proposal costs shall be on a single spread sheet noting the costs associated with the list of items requested.

II-J Project Budget

The total budget for this project is limited. The goal is to have all 8 units re-powered but the actual number may be limited by available funding based on the proposals received.

SECTION III: COMPLIANCE REQUIREMENTS

III-A FTA and MDOT Required Clauses

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

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

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

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

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

III-B Disadvantaged Business Enterprises

Disadvantaged Business Enterprises (“DBE”) are encouraged to bid on this project. Any applicable DBE firm’s certifications must be included in the proposal. Cost Proposals must list the amount and activity of service provided by the DBE firm, as applicable. Information on becoming certified as a Disadvantaged Business Enterprise is available from Michigan Department of Transportation (“MDOT”) at the following website address: <http://mdot270.state.mi.us:8080/UCP/HomePageServlet>.

III-C Compliance with Laws

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

1. Motor Carrier Safety Act, 1963 P A 181, as amended.
2. Motor Bus Transportation Act, 1982, P A 432, as amended.
3. Rules and Regulations of the Department of Transportation may promulgate to accomplish the purpose of 1990 P A 339.
4. Motor Safety Carrier Regulations, being 49 CFR, Parts 387, 390-393, 395-397, and 399 including appendices C, D, E, and G.
5. Drug-Free Workplace Act of 1988.
6. Procedures for Transportation Workplace Drug Testing Progress, 49 CFR 40.
7. Physical Qualification Requirements of 49 CFR 391.41 to 391.49.

8. Debarment Certification per 49 CFR 29; Appendix C must be signed by Respondent and included in proposal submittal.
9. Surface Transportation Assistance act of 1982 ("Buy America Act"); Appendix D must be signed by Respondent and included in proposal submittal.
10. Lobbying Disclosure Act of 1985; Appendix E 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.

III-D Ownership

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

III-E News Releases

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

III-F Audit and Inspection of Records

In the case of all negotiated contracts, and contracts for construction, reconstruction, or improvement of facilities and equipment which were entered into under other than competitive bidding procedures, the Contractor agrees that the grantee, the Comptroller General of the United States, or any of their duly authorized representative shall, for the

purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and accounts with regard to the project. Further, the Contractor agrees to maintain all required records for at least three (3) years after grantees make final payments and all other pending matters are closed.

III-G Complaints or Protests

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

III-H Contractual Terms and Conditions

See attached CATA Standard Terms and Conditions for details.

III-I**REQUEST FOR PROPOSAL SIGNATURE CERTIFICATION PAGE**

1. At least one proposal copy must be signed with an original handwritten signature executed in ink and returned with your proposal for your proposal to be considered.
2. By signing this RFP Signature Certification Page, the Respondent certifies that she/he is authorized to sign and submit this response on behalf of the submitting vendor named below. Respondent further acknowledges that she/he is responsible for reviewing and acknowledging any addendums (if any) that have been issued for this solicitation in a timely manner for use in the vendor's response to this solicitation.

Completion of ALL of the following information is required:

Check category that indicates business structure of Respondent:

Individual or Proprietorship

Partnership or Joint Venture with _____

If Partnership or Joint Venture are you the Prime Contractor? (Please check one) Yes or No

Corporation

The below named individual, submitting and signing this response, verifies that he/she is a duly authorized officer of the company and that his/her signature attests that all information set forth in the Request For Proposal including all specifications, Addenda (if any), Terms and Conditions, and FTA Certifications contained in and pertaining to this RFP are understood and accepted. *Furthermore if Respondent is a Partnership or Joint Venture, a completed RFP Signature Certification Page from an authorized representative of each party is required.*

By: _____ Date _____
Original Signature of Respondent

Print/Type Name _____ Title _____

Respondent Company Name _____

Street Address _____

City, State, ZIP _____

Respondent Phone # _____ Respondent Fax# _____

Respondent e-Mail Address _____

Federal Employer Identification
Number/SSN _____

APPENDICES

Appendix A: 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 Contractor was not in default or, (b) the Contractor's failure to perform is without his control, fault or negligence, the termination shall be deemed to be a termination for convenience under the following Paragraph 3.
3. **TERMINATION FOR CONVENIENCE.** CATA, by written notice, may terminate the contract, awarded on the basis of this proposal, in whole or in part, when it determines it is in the best interest of CATA. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with its auditable cost incurred at the time of notification of termination. To the extent that the contract is for services and is so terminated, CATA shall be liable only for payment in accordance with the payment provisions of the contract for services rendered to the effective date of termination.
4. **ADDITIONAL INFORMATION.** The Contractor shall promptly furnish any additional information requested by CATA relative to the equipment it proposes.
5. **SUPPLIER RESPONSIBILITY.** No advantage shall be taken by the Contractor or its Subcontractor in the omission of any part or detail which goes to make the equipment complete and operable for use by CATA. In case of any variance, this specification shall overrule Contractor or Subcontractor specifications. The Contractor shall assume responsibility for all materials used whether the same is manufactured by the Contractor or purchased ready made from a source outside Contractor's company. In the case of the replacement of a Subcontractor, the Contractor must, within five (5) working days, notify CATA in writing of the replacement and provide name, address, telephone number, and the type of service.
6. **DELIVERY.** Service and/or equipment will be delivered to Capital Area Transportation Authority, 4615 Tranter Street, Lansing, Michigan 48910. The Authority will assume custody of all property at one of its other locations, if so directed, in writing by CATA.

- Invoices shall be furnished with the delivery of each item. CATA reserves the right to inspect all deliveries or services before acceptance.
7. BREACH OF CONTRACT. If the Contractor shall fail, refuse or neglect to comply with the terms of these contract conditions, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by CATA, plus costs relating to failure to comply.
 8. DISPUTES (AFTER BID AWARD). Except as otherwise provided in the contract, any dispute concerning a question of fact arising under the contract which is not disposed of by Contractor shall be decided by CATA in writing, with a copy mailed or otherwise furnished to the Contractor. The decision of CATA shall be final and conclusive unless within ten (10) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to CATA a written appeal addressed to the Executive Director for the determination of such appeal, which shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of the dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with CATA's decision.
 9. DELIVERY EXTENSION AND DELAYS. CATA reserves the right to extend, postpone or reschedule delivery in case the delivery of service equipment, under this contract, shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, as detailed in writing by the Contractor, the time of completion or a delivery shall be extended by a number of days to be determined in each instance by CATA.
 10. INSTALLATION. 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. CLEAN AIR.

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401, *et seq.* If state or local air pollution regulations are in force, the more restrictive criteria shall govern. The Contractor and any subcontractors or suppliers must submit evidence to CATA that the governing air pollution criteria will be met. Violations shall be reported to the Regional Office of the Environmental Protection Agency. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
11. BUY AMERICA PROVISIONS. 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. 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.
 15. PROTESTS. Any protests shall be filed timely in accordance with the CATA Procurement Protest Procedures dated July 13, 2007. These Procedures are available from the CATA Purchasing & Contracts Manager and the CATA CEO/Executive Director, at the following address: Capital Area Transportation Authority, 4615 Tranter Street, Lansing, MI 489109.
 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. FEDERAL CHANGES.
Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and FTA, as they may be amended or promulgated from time to time during the term of this contract.
Contractor's failure to so comply shall constitute a material breach of this contract.
20. NO OBLIGATION BY THE FEDERAL GOVERNMENT.
 - (a) CATA and Contractor acknowledges and agrees 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 CATA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
 - (b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with the 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 provision.
21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.
 - (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Rights Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the

Contractor to the extent the Federal Government deems appropriate.

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

C. MISCELLANEOUS.

- 1. COMPUTATION OF TIME. In computing a period of time prescribed by these conditions, the following rules apply:
 - (a) "Day" means days of the week (e.g., Monday through Friday), not business days.
 - (b) The day of the act or event after which the designated period of time begins is not included.
 - (c) The last day of the period is included, unless it is a Saturday, Sunday, or legal holiday. In that event, the period runs until the end of the next day that is not a Saturday, Sunday or legal holiday.
- 2. NOTICE. All notices and other communications required under this Contract shall be given in writing, signed by an authorized representative, and be personally delivered or delivered by overnight courier or certified mail (return receipt requested) to the addresses set forth below:

To CATA: 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