

Capital Area Transportation Authority

Supplemental Transportation Services

Request for Proposal # 2013 - 100

SCHEDULE OF ACTIVITIES

RFP Released:	February 15, 2013
Written Questions due to CATA:	Noon, February 26, 2013
Pre-Proposal Meeting:	10:00 A.M. Eastern Standard Time, February 28, 2013, CATA Admin Office, 4615 Tranter Street, Lansing, MI 48910
CATA's Responses released:	March 6, 2013
Number of Proposals & Due Date:	Submit seven (7) proposal copies including one original to CATA Purchasing and Contracts Manager address listed below; by 2:00 P.M. March 27, 2013 <i>Eastern Standard Time.</i>
Orals/Interviews:	Week of April 8, 2013, if held - optional
Proposed Contract Award Date:	May 15, 2013
Proposed Contract Start Date:	October 1, 2013
Proposed Kick-off Meeting @ CATA/Telecon:	October 1, 2013
Progress Meetings:	On-going, weekly/monthly as required

Issued On February 15, 2013

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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:

Beverly Anderson
Purchasing and 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. Pete Brown
Operations Manager - Paratransit
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

The Bidder shall bear all costs associated with the preparation and submission of its bid. 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 activities in the CATA contract must begin on **October 1, 2013 and be in effect until October 1, 2016**, unless extended.

I-F Contract Extension

CATA reserves the right to extend the term of any contract resulting from this RFP for up to two (2) additional twelve (12) month periods. Any extension is to be in writing.

I-G Type of Contract

This is a **fixed hourly-rate contract with the flexibility to expand or decrease service as might be determined by CATA**. CATA therefore 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 ensure fairness and impartiality in the procurement process. To that end, CATA will not respond to telephone inquiries or personal visits. Visitation by respondents or their representatives may be made to CATA only at the pre-proposal meeting, if held. All questions are to be submitted in writing. **Submit written questions via e-mail to the CATA Purchasing & Contracts Manager at the e-mail address indicated in Section I above no later than the date and time indicated on the Schedule of Activities above.** Any changes made to this RFP, in response to the questions or concerns raised in any scheduled pre-proposal meeting or through correspondence received by CATA prior to the pre-proposal meeting, will be put in writing to all firms attending any scheduled pre-proposal meeting or otherwise indicating an interest in this project by the date stated on the above *Schedule of Activities* page. No changes will be made in the RFP after such changes/answers are distributed.

I-I Pre-Proposal Meeting

A pre-proposal meeting is scheduled for the date and time indicated on the *Schedule of Activities* page above. The meeting will be held at the CATA Administrative offices. 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 and attendance by vendors is not mandatory. However, respondents are strongly encouraged to attend.

I-J Proposals

To be considered for the procurement, each respondent must submit a complete response to the RFP, using the designated format (if any) and accepting the requirements of Sections II and III below. Proposals are to be submitted only to the CATA Purchasing Manager at the address listed within Section 1-A. No other distribution of proposals is to be made. An official authorized to bind the respondent to the proposal must sign the proposal in ink. Submission of a proposal shall bind the respondent to all provisions of the proposal, including costs, for a period extending not less than one hundred eighty (180) days following the Proposal Due Date, which is stated in the *Schedule of Activities* page 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.

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 factors are listed in order of importance:

- 1) Method of Approach to the Scope of Work as described in the proposal.** Quality of information submitted in the proposal in response to the Scope of Work based on completeness, relevance, conciseness and organization of materials presented. The contractor should describe how the contractor will complete the work listed in the Scope of Work.
- 2) Capability and qualifications of the prime firm and all subcontractors.** This addresses distribution of staff time to the project, the respondent's past record of performance on similar assignments (such as control of costs, quality of work and ability to meet schedules). The primary contractor will also be evaluated on its' past experience in managing previous subcontractor relationships.

- 3) **Capability and qualifications of the key individuals.** This addresses key individuals from the primary contractor and any named subcontractors, including previous work on similar projects, technical experience, education and training.
- 4) **Understanding of the Problem and Objectives.** As stated in the proposal and demonstrated by the written description of the project in the proposal.
- 5) **Quality Assurance.** Description of quality control measures, a system for insuring quality standards.
- 6) **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 and Small Business Enterprises in this project.

I-P Oral Presentation

Respondents may be required to make oral presentations of their proposals. These presentations provide an opportunity for the respondent to clarify the proposals through mutual discussion. This is not a time to simply review the contents of the proposal but to present to CATA your approach to this project and the uniqueness of the respondent's team in meeting the requirements of this RFP. Key members of the respondent's project team, including a representative from each subcontractor, must be part of the presentation. If held, the presentations will be on the date indicated on the cover of this RFP, with a **maximum of 30 minutes allowed for each presentation followed by 30 minutes for questions and answers (timing and duration to be determined by CATA).**

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 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 bullets above.

I-R Contract Payment Schedule

Payments for any contract entered into as a result of this RFP will be made not more than monthly upon receipt of the contractor's billing statement for the preceding month, along with the receipt and acceptance of the required monthly reports and proof of work completed. Invoices and required monthly reports will due by the 10th day of the month following completion of work. The method of billing for each firm involved in the project must be included in both the proposal and on the cost sheets.

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 more than 30 fixed bus routes in the greater Lansing urbanized area plus demand-response services in the Delhi and Meridian Townships, the Cities of Mason and Williamston, and the rural areas of Ingham County. CATA also provides ADA Complementary Paratransit service for persons who are unable to use fixed-route service due to their disability. CATA provided more than 11.8 million passenger trips in fiscal year 2012.

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

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

II-B Objectives of the Project

The objective of this project is to obtain the services of a vendor that will mirror CATA’s philosophy and standards in delivery of transportation services that are safe, timely and cost efficient, responding creatively to the diverse mobility needs of the region, and delivered by dedicated employees in a professional manner for the Ingham County rural area and other supplemental services.

II-C Scope of Work

CATA Rural Service

CATA Rural Service provides advance reservation trips between the rural communities of Ingham County and to and from the rural areas and transfer locations in the urban areas of Ingham County. The hours of service are between 7 a.m. and 6 p.m. on Monday through Friday. In order to be assured of a ride, customers must request trips at least one business day before the ride is needed. If the schedule permits, rides may be booked on the same day the ride is needed. Rides are scheduled and dispatched by CATA.

Mason and Williamston/Webberville Connector Service

The Connectors are scheduled shuttles between Mason and South Lansing and between Webberville and Okemos. The routing of the Connectors is determined by CATA. The Williamston/Webberville Connector has four scheduled departures from Webberville to the Meridian Mall and four departures from the Meridian Mall to Webberville on Monday through Friday between the hours of 7:50 a.m. and 5:30 p.m. The Saturday Connector makes five departures from the Meridian Mall and Williamston, but does not travel to Webberville. Saturday hours for the Williamston/Webberville Connector are 7:30 a.m. to 4:20 p.m. The Mason Connector has six scheduled departures from Mason to South Lansing and six departures from South Lansing to Mason on Monday through Friday. The Saturday Connector makes five departures from Mason and South Lansing. Service hours for the Mason Connector are 7:15 a.m. to 6:35 p.m. on weekdays and from 7:45 to 4:30 on Saturdays.

Customers whose trips originate and end at the end of the line of either Connector Service are not required to make advance reservations. When arranged in advance, customers may be picked up or dropped off at a location that is within one mile of the designated route.

Mason and Williamston Redi-Ride Services

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

Shopping Bus

The Shopping Bus program provides regularly scheduled service to and from local housing centers to shopping centers between 9 a.m. and 4 p.m. on Monday through Friday. Customers who use The Shopping Bus are generally seniors or persons with disabilities. Funding for this service is provided by an agreement from the State of Michigan and is limited in amount. If funding is not renewed, this service would be eliminated. The Shopping Bus operates with one vehicle for 8 hours per day. Scheduled breaks of more than 30 minutes are not paid.

Vehicles and Runs

CATA Rural Service, Mason Connector, Williamston Connector, Mason Redi-Ride, and Williamston Redi-Ride currently operate with a minimum of thirteen small lift-equipped buses. [See Exhibit #1, *CATA Supplemental Services Vehicle List*]. Rides are scheduled and dispatched by CATA. Operators must be able to efficiently provide each type of service. Scheduled breaks of more than 30 minutes are not paid.

The Shopping Bus operates with one vehicle each weekday.

Runs are created by CATA and are subject to change due to ridership demand.

<u>Type of Service</u>	<u>Days of Operations</u>	<u>Hours of Service</u>
Advance Reservation Service	Monday - Friday	7:00 a.m. to 6:00 p.m.
Mason Connector	Monday - Friday	7:15 a.m. to 6:20 p.m.
Mason Connector	Saturday	7:45 a.m. to 4:30 p.m.
Williamston/Webberville Connector	Monday – Friday	7:50 a.m. to 5:30 p.m.
Williamston/Webberville Connector	Saturday	7:30 a.m. to 4:20 p.m.
Mason Redi-Ride	Monday – Friday	6:30 a.m. to 6:00 p.m.
Mason Redi-Ride	Saturday	8:30 a.m. to 4:00 p.m.
Williamston Redi-Ride	Monday – Friday	7:30 a.m. to 5:00 p.m.
Williamston Redi-Ride	Saturday	8:30 a.m. to 4:00 p.m.
The Shopping Bus	Monday – Friday	9:00 a.m. to 4:00 p.m.

In 2012, billable hours averaged 97 per weekday and 19 on Saturdays for CATA Rural Service, and Mason and Williamston Redi-Ride and Connector services. The Shopping Bus hours average 8 hours per weekday.

CATA requires bidders to state that they can meet the service schedule provided. They should also provide the cost per eligible hour of operation. Eligible hours are from when the bus leaves the Contractor’s property until it returns to the Contractor’s facility. Time spent for training, pre-trip and post trip inspections, maintenance, breakdowns and fueling are not eligible for pay under this contract.

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

Changes to Hours, Days, and Areas of Service

Any component of these services may be altered, increased or decreased based upon ridership, demand and or funding. The Contractor must have the capability to extend services to encompass additional weekday, weekend including Sundays, and holiday hours in the future.

Area of Service

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

Eligible Hourly Costs

Eligible hours begin when the vehicle leaves the property (pull out) en route to the first customer pick up and end when the vehicle arrives at the Contractor's property at the end of the driver's shift or portion of split shifts. This includes deadhead and revenue hours. Time spent for driver pre-trip, post-trip, training, lunch periods or vehicle breakdowns may not be charged to CATA.

Scheduled breaks in excess of thirty minutes are not eligible for payment. Break times that are not scheduled and approved by CATA may not be charged to CATA.

Period of Performance

This contract is for a period of three years with two possible one-year extensions. The services of the selected Contractor are to commence on October 1, 2013. In addition, the parties agree and acknowledge that CATA may cancel, reduce or modify any service or services outlined in this RFP at any time, by giving the Contractor thirty (30) days written notice.

Contract Management and Responsibilities

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

On-time Performance

Performance of this contract shall require the Contractor to meet a daily 90 percent (90%) on-time appointment and pick up performance unless CATA scheduling is the reason for late or missed trips. "On-time" is defined as 15 minutes before the scheduled appointment time and no more than 15 minutes later than the scheduled pick up time. The only factor more important than on-time performance shall be safety. Due to extreme weather conditions, there may be days when strict on-time performance requirements will be waived in order to optimize safe operation. These days will be determined by CATA.

CATA will not tolerate a lack of service due to a lack of vehicle operators or vehicles that are inoperable due the Contractors failure to maintain. The Contractor agrees that time is of the essence in the performance of this contract. Failure to perform in accordance with this paragraph may result in breach of contract, at the sole determination of CATA.

Quality Control and Quality Assurance

The Contractor will be responsible for monitoring on-time and service-quality standards on a frequent and regular basis and as requested by CATA. Proposals should include a written plan for monitoring on-time performance and service quality standards.

Complaints

Complaints received by CATA will be sent to the Contractor electronically. The Contractor will be responsible for investigating the complaint and providing CATA with the details of action taken to resolve or prevent recurrence of

the problem within three days of receiving the complaint. The Contractor will be required to use the complaint software program provided by CATA.

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

Any driver performance or service discrepancies noted by CATA personnel that are reported to the Contractor must be brought to the driver's attention. The Contractor will be required to provide a confidential written report to the Paratransit Manager describing the resolution or action taken by the Contractor to correct the problem and prevent recurrence.

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

Penalties

Lateness will be documented by customer complaint, Contractor notification, AVL documentation, or documentation by CATA personnel, including Local Advisory Committee members or by examination of the driver's manifest by determining whether the driver's scheduled time and actual arrival times exceed the 15-minute window. Contractor drivers are required to report to CATA when they are more than 15 minutes late for any customer. CATA, at its discretion, may determine that on-time performance penalties would not be applied due to severe weather conditions.

A penalty fee equal to the Contractor's hourly charge for service will be levied for each customer who is picked up more than fifteen minutes later than the on-time window when the lateness is a result of Contractor performance.

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

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

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

Performance penalties shall be deducted from the monthly invoice payment.

Operating Costs

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

1. Contractor employee wages and benefits including insurance (see page 11)
2. Vehicle maintenance expenses
3. All vehicle fluids including fuel and oil
4. Vehicle insurance
5. Worker's compensation insurance
6. Pre-employment expenses including testing
7. Employee Training
8. Computer and communication equipment, services and repairs, and installation of T1 line if necessary.
9. Uncollected passenger fares and fees
10. Licenses
11. All applicable taxes, bonds, and any licenses required by state or local ordinances

Maintenance of Vehicles

At a minimum, the vehicle exterior and interior must be completely cleaned on a daily basis. The Contractor shall be responsible for keeping the interior free of litter and ensuring that the floor and all seats are clean. See Exhibit #1 for CATA Supplemental Services Vehicle list.

The Contractor will be responsible for providing complete maintenance and service of vehicles; including radios and Automatic Vehicle Location (AVL) hardware and wiring. This also includes regular preventive maintenance and record keeping, mechanical repairs, tires, parts, and labor. Regular preventive maintenance inspections must be conducted in accordance with CATA's maintenance plan as described below. See Exhibit #2 for CATA Preventive Maintenance Schedules.

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

1. *Gasoline-Powered Vehicles and Diesel-Powered Vehicles*
 - A. *PM INSPECTION A is performed every 5,000 miles,*
 - B. *PM INSPECTION B inspection is performed at the 15,000-mile intervals and includes the preventive maintenance items covered in PM-A*
 - C. *PM INSPECTION C is performed at 30,000-mile intervals and includes the preventive maintenance items covered in PM-A and PM-B.*

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

The following components or systems must also be inspected and repaired at every PM inspection for the life of the vehicle:

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

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

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

The Contractor shall maintain and operate the vehicles and other equipment at its own expense, in accordance with CATA's maintenance schedule that is an attachment to this RFP.

The Contractor will provide the following information on a monthly basis to CATA's Director of Maintenance for all active vehicles. The information needs to be sent in an Excel spreadsheet format and can be printed or provided electronically.

- Total miles operated for each individual vehicle
- Total fluid usage, fuel, oil, and coolant for each vehicle
- Preventative maintenance actions performed noting the dates and miles when the work was completed.
- In service breakdowns (road calls) noting the reason for the breakdown.

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

Insurance

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

1. Worker's Compensation and Employer's Liability Insurance – Worker's Compensation in compliance with the applicable state and federal laws.
2. 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 \$1,000,000.00 each occurrence/claim subject to \$2,000,000.00 annual aggregate for Professional Liability, Completed Operations, and Personal Injury other than Bodily Injury.
3. Automobile Liability Insurance, including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of \$1,000,000.00

Driver Training

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

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

1. CATA approved Passenger Assistance Handicap Awareness Training
2. Radio Procedure Training
3. Wheelchair Securement Training
4. Defensive Driver Training

Within 30 days of operating a CATA vehicle, drivers must receive training on the following:

1. Blood borne Pathogen/Universal Precautions Training
2. Appropriate Substance Abuse Training for all employees
3. General services provided by CATA, including an overview of fixed routes, SpecTran, fares, transferring between CATA services, and where to refer customers for more detailed information.
4. Use and operation of AVL equipment.

The Contractor shall also provide all drivers with "refresher training" on a periodic basis.

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

Please describe in the proposal the process used to meet the training requirements by the date of implementation of service and continue throughout the duration of the contract.

Fare Handling

The Contractor will be responsible for the collection and reporting of all fares in accordance with rates established by CATA. Fares are paid in cash, by advance purchase of multiple-ride cards, or through monthly billing to social service agencies. All vehicles provided by CATA are equipped with fare boxes that have locked vaults. All fares shall be CATA's revenue.

The Contractor will need to develop a secure fare collection system that provides accountability of collection of fares. The Contractor will need to have a secure location for storage of fare box vaults. Vaults must be pulled biweekly at a minimum and CATA must be notified that the fares are ready to be picked up. The Contractor must also provide drivers' logs, and dispatch logs showing the number of passengers by fare category, and amount collected on a daily basis.

Dispatching and Scheduling

CATA is responsible for receiving all customer calls, dispatching and scheduling of trips and routes.

Automatic Vehicle Locator and Mobile Data Terminals

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

Manifests

The Contractor will be responsible for printing and distributing daily driver manifests using the computer program provided by CATA. CATA currently uses the Trapeze PASS program. CATA will provide training on using the Trapeze PASS during the kickoff period.

Communication with Operators

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

CATA and the Contractor's operators will use text messaging through the MDT for communication. The radio system will continue to be maintained and used as an emergency back-up system.

Data Collection

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

Reports

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

Computer Programs

CATA will provide all computer programs that are required for booking, scheduling, and dispatching trips and tracking vehicle maintenance procedures.

CATA will provide training for key Contractor personnel on use of computer programs specifically required by CATA.

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

CATA will provide vehicles for operation of the services described in this RFP. A list of those vehicles is attached.

Computer and Communication Equipment

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

Collision and Passenger Accident Procedures

All collisions involving any vehicle used for any type of CATA Supplemental Service must be reported immediately to CATA. A supervisory level Contractor employee must respond to all such collisions for the purpose of determining the cause of the accident. If it is determined by the Contractor Supervisor that the driver of Contracted Service contributed to the cause of the accident, the Contractor must comply with all requirements of FTA regulations regarding drug and alcohol testing. The Contractor must provide CATA written documentation of the driver, supervisor and police reports including drug and alcohol testing results as soon as possible after the collision.

Written documentation of all accidents and injuries involving passengers that are not a result of a vehicle collision must also be provided to CATA within three (3) days of occurrence. Documentation should include a description of how the injury occurred, how Contractor employees responded to the injury, an outline of follow-up conversations with the customer, date the injury was reported to the Contractor's insurance company, and recommendations for prevention of future injuries of the same type if possible.

Replacement of Vehicles due to Collisions, Accidents, or Acts of God

Vehicles that must be removed from service due to damage that is beyond repair as a result of a collision, accident, or Act of God must be returned to CATA prior to the Contractor collecting money from insurance claims.

Contractor Facility, Vehicle Fueling, and Vehicle Parking

The Contractor will be responsible for vehicle fueling. Vehicle safety is extremely important. The Contractor shall describe in detail its safety and security measures used for vehicle fueling.

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

Prior to the start date of the contract, vehicles powered by gasoline will replace vehicles powered by diesel fuel.

It is preferred that CATA vehicles are parked in a fenced and gated area or that vehicles are observed by security personnel when parked at the Contractor facility. Proposals should include a description of security measures used for prevention of theft and vandalism.

Communication

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

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

Appearance and Courtesy

The Contractor's employees who are in contact with the public shall be neatly groomed and dressed. Drivers shall wear contractor purchased uniforms as approved by CATA. The Contractor and its employees shall, in the performance of duties as outlined in this RFP, conduct themselves with the highest degree of professionalism and courtesy. **All** drivers providing this service shall be dressed either in a light blue or white dress shirt, dark dress pants, tie and winter coat in season, and dark dress shoes at the minimum.

Hats that have been approved by CATA may be worn during winter when the driver is out of the vehicle assisting a passenger. Hats may **never** be worn while driving a CATA vehicle.

Smoking

Smoking is not allowed in any CATA vehicle. Neither is smoking allowed on CATA property, except in designated smoking areas.

Marketing

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

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 CATA, 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.

Drug and Alcohol Policy

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

The Contractor must implement a Drug and Alcohol Policy that meets the requirements defined by FTA regulations.

The Contractor shall provide the names of all safety-sensitive employees who drive or control the movement of CATA vehicles. Prior to providing service for CATA, the Contractor shall also submit proof that each one has passed a pre-employment drug screen test for alcohol and the five substances prohibited by FTA regulations.

Random drug and alcohol testing must be done on the percentage of employees determined by the Federal Transit Administration. The list of names with proof of testing shall be updated and submitted to CATA on a monthly basis.

Upon reasonable suspicion by a supervisor which is supported by another supervisor (unless another supervisor is not reasonably available), an employee may be required to undergo drug and alcohol testing. The requirement for more than one supervisor does not modify the authority of a single supervisor to evaluate fitness for duty and take appropriate action, including immediately relieving an employee from duty.

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

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

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

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

Cost Proposal

Respondents shall submit the cost proposal on a cost per eligible vehicle hour basis for each type of service described in this RFP for CATA Rural Advance Reservation, Mason and Williamston Redi-Ride services, and Mason and Williamston Connector services. The amount of providing service for The Shopping Bus is limited to \$65,000 for the first year of the contract with a maximum yearly increase of two percent per year for the remainder of the contract. The days and hours of service for The Shopping Bus must remain the same each year as previously listed in this RFP. This cost proposal must include all expenses related to delivering each service described in this RFP. The cost proposal should list the following costs separately:

1. Respondents shall give a cost per hour using vehicles supplied by CATA.
2. Respondents shall give a cost per hour using the Contractor's vehicles.
3. Respondents shall give these costs for the first, second, third, fourth and fifth years of service.

The only cost that will be used in evaluating proposals is the Contractor's cost per hour using vehicles supplied by CATA. All costs shall be submitted and are subject to negotiation at the sole discretion of CATA.

Project Oversight

Oversight of CATA Supplemental Services is the responsibility of the CATA Operations Department. Primary oversight of this contract will be the responsibility of the Paratransit Manager. When necessary, the Paratransit Manager will seek assistance from the Director of Operations. Daily interactions between CATA and Contractor drivers will be handled by CATA Paratransit Customer Service Representatives.

The Contractor will be expected to work with CATA staff and service agencies as directed by CATA throughout the duration of the Contract and attend the bimonthly meeting of the CATA Local Advisory Committee.

II-D CATA Responsibility

CATA will provide:

- Vehicles
- Dispatching and Scheduling
- Service and Schedule Information
- Computer Programs Required by CATA
- Training on New Programs

II-E General Requirements

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

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

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

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

II-F Deliverables

Compliance with scope of work as described in this RFP.

II-G Detailed Work Plan

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

- The Contractor final project organization structure.
- The Contractor's (and subcontractors) detailed manning table with names, titles, addresses, telephone numbers, fax numbers, e-mail addresses and any other critical information, by task if appropriate.

Within one week following the submittal of the detailed work plan, the Contractor's representative will meet with CATA's Project Manager to review the components of the work plan and to finalize the direction of the project.

II-H Proposal Requirements

The proposal submitted to CATA must include a complete response to information requested in this RFP which includes, at a minimum, the items listed below:

- Statement describing the respondent's understanding of CATA's stated problem and project objectives.
- A detailed written 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.
- A detailed description of the respondent's implementation plan regarding hiring, training, obtaining equipment, facilities, insurance, utilities, and all other requirements for implementation of service on the contract start date.
- A detailed description of how the respondent would assume responsibilities for service delivery from the current provider if applicable, including hiring, training, obtaining equipment, facilities, insurance, utilities, and all other requirement for implementation of service on the start date.
- A description of respondent's experience, ability and willingness to work with CATA or other transit agencies on similar types of service. Provide at least three examples of work on similar projects. Provide list of four references including specific contact names, addresses, telephone numbers, fax numbers, and e-mail addresses.
- Qualifications and descriptions of responsibilities of the Primary Contractor and each sub-contractor.
- A detailed written description of the respondent's ability and limitations to provide scheduled and unscheduled services, new services as requested, or to adjust to increase or decrease in service.
- A detailed written description of the respondent's service recovery plan and disaster recovery plan.
- A detailed description of how the respondent will meet CATA's vehicle maintenance standards, including AVL troubleshooting, diagnosis, and repair.
- A description of the respondent's plans to meet the radio communication requirements.
- An understanding of drug and alcohol testing requirements.
- A description of the security measures used for prevention of vehicle theft and vandalism.
- DBE firms to be involved in the project.
- A description of qualifications for the Project Manager, Supervisors, and Maintenance Staff.
- Statement of Agreement with CATA Standard Terms & Conditions and the RFP.
- Statement of compliance and agreement to continue compliance with Federal and State laws and regulations, including regulations of the Federal Transit Administration ("FTA") and the Michigan Department of Transportation ("MDOT").
- Additional Information and Comment – include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

- A description of the respondent's Quality Assurance Program for meeting on-time and service quality standards.
- A copy of the most recent independently audited financial statement must also be included.
- Cost proposals based on a cost for each eligible vehicle hour for each type of service for each year of the contract period.
- 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.
- An organizational chart of the respondent and all Sub-Contractors.
- 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.
- CATA may waive any requirements or require supplemental information in its discretion.

II-I Cost of Project

Respondents to include with their proposal detailed and complete project cost. Each of the services must be priced separately for each year of the contract.

SECTION III: COMPLIANCE REQUIREMENTS

III-A FTA and MDOT Required Clauses

The Contractor will comply with all relevant procurement and contract requirements of the Federal Transit Administration (“FTA”) and the Michigan Department of Transportation (“MDOT”). See section III-C Compliance Requirements 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 and Small Business Enterprises

Disadvantaged and Business Enterprises (“DBE”) and Small business Enterprises (SBE’s) 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 including Appendix A, B, C, D, and E for details.

EXHIBITS

See Exhibit # 1 and Exhibit # 2 documents for details.

Exhibit #1: CATA Supplemental Transportation Services Vehicle List

Exhibit #2: CATA Preventive Maintenance Schedules

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

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.

<p>CERTIFICATE ONE:</p> <p style="text-align: center;">BUY AMERICA CERTIFICATE</p> <p>The bidder hereby certifies that it <u>WILL</u> 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.</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>

<p>CERTIFICATE TWO:</p> <p style="text-align: center;">BUY AMERICA CERTIFICATE</p> <p>The bidder hereby certifies that it <u>CANNOT</u> 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.</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>

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.

Official Signature of Contractor's Authorized

Authorized Official Name & Title of Contractor's

Date