

Capital Area Transportation Authority

Recruiting Services

Request for Proposals #2013-125

SCHEDULE OF ACTIVITIES

RFP Released:	October 22, 2013
Questions submitted by E-mail:	October 24, 2013
CATA's Responses released:	October 28, 2013
Number of Proposals & Due Date:	Submit 4 proposal copies by November 8, 2013
Begin Contract Development:	November 22, 2013
Contract Signature/Award Date:	December 2, 2013

Issued On October 22, 2013

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Capital Area Transportation Authority

Recruiting Services

Request for Proposal Project #2013-1XX

SECTION 1: PROCUREMENT PROCESS

1-A Issuing Office

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

All communications regarding this project during the procurement process must be addressed to CATA's Assistant Executive Director:

Debra Alexander
Assistant Executive Director
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910
Phone: 517-394-1100
Fax: (517) 394-3733
E-mail: dwalexander@cata.org

1-B Project Management

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

Debra Alexander
Assistant Executive Director
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

1-C Project Oversight

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

The Contractor will be required to work with CATA staff and service agencies as directed by CATA throughout the duration of the Contract and conduct Progress Meetings as required by the CATA Project Manager.

1-D Incurring Costs

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

1-E Contract Term

The term of the proposed will commence November 30, 2013 and continue until the scope of work is accomplished.

1-F Contract Extension

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

1-G Type of Contract

This is an Indefinite Delivery/Indefinite Quantity contract. The term will be for two years with two additional one year options to renew at the sole discretion of CATA.

1-H Questions/Changes to the RFP

It is the desire of CATA to provide the same information to all interested parties to insure fairness and impartiality in the procurement process. To that end, CATA will not respond to telephone inquiries or personal visits. Visitation by respondents or their representatives may be made to CATA only at the pre-proposal meeting, if held. All questions are to be submitted in writing. **Submit written questions (via U.S. postal service, e-mail, or fax) to the CATA Assistant Executive Director at the address indicated in Section I above no later than the date and time indicated on the Schedule of Activities above.** Any changes made to this RFP, in response to the questions or concerns raised in any scheduled pre-proposal meeting or through correspondence received by CATA prior to the pre-proposal meeting, will be put in writing to all firms attending any scheduled pre-proposal meeting or otherwise indicating an interest in this project by the date stated on the above *Schedule of Activities* page.

1-I Pre-Proposal Meeting

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

1-J Proposals

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

Late proposals which are received after the Proposal Due Date may be considered, if the respondent establishes to CATA's satisfaction within five (5) days of the Proposal Due Date that the delay was due to an independent event outside the control of respondent, such as acts of God or the public enemy, war, national emergency, labor strikes, the failure of the U. S. Postal Service to deliver first-class, registered, or certified mail within five (5) days, or the failure of a national courier service recognized by CATA to deliver as guaranteed or specified. CATA will require documentation to excuse late delivery, including, but not limited to, signed statements or affidavits, postmarks, original postal receipts, courier receipts, and shipment tracking logs in a form satisfactory to CATA. All proposals submitted in response to this RFP will become the property of CATA and will not be returned to the respondent.

1-K Acceptance of RFP Content

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

1-L Economy of Presentation

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

1-M Primary Contractor Responsibilities

The selected contractor will be required to assume responsibility for all services offered in its proposal whether or not the contractor performs them. Further, CATA will consider the selected respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide a complete description of work subcontracted and descriptive information about the subcontractor's organization and capabilities. The prime contractor is totally responsible for adherence by the subcontractors to all provisions of the contract. CATA must review and approve in writing all subcontractors. All subcontractors must be included in the initial proposal with descriptions of the firms' qualifications and the qualifications of the key individuals assigned to this project.

1-N Other Duties Assigned by CATA

Because of the nature of this project, CATA is unable to determine all possible work components and tasks to be completed. The Contractor may be asked to provide additional service that has not been outlined in this RFP. When additional duties beyond those outlined in this RFP and in the Contractor's proposal are identified, CATA and the Contractor will discuss the Contractor's ability to complete this work. If CATA determines the Contractor should conduct the additional work, contractor will provide request for Task Order describing the work to be done and all associated costs. A written task order will then be issued by CATA.

1-O Selection Criteria

Responses to this RFP will be evaluated based upon the following factors as presented in the respondent's proposal.

Method of Approach to the Scope of Work as described in the proposal. Quality of information submitted in the proposal based on completeness, relevance, conciseness and organization of materials presented. Detail included in the description of the approach to accomplishing the Scope of Work will be evaluated.

Capability and qualifications of the prime firm and all subcontractors. This addresses the experience of the firm in conducting similar work. Examples of at least three similar recruitments including the approach used in the project are to be provided.

Capability and qualifications of the key individuals. This addresses key individuals being proposed to complete the Scope of Work including previous work on similar projects, technical experience, education, and training.

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

Price.

Overall evaluation. Overall evaluation of the proposal and the vendor, including with respect to vendor, satisfactory references, legal status and compliance, experience with other projects, and other matters of concern.

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 and to discuss terms for the procurement. The firm(s) determined to be the most highly qualified based on the submitted proposal and any oral presentation may be asked to enter final negotiations. If the most qualified firm is unable to consummate agreement with CATA, then the next most qualified firm will be considered for award, and so on. At any time during this process, CATA reserves the right to re-bid, award, or cancel the project, as CATA determines.

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

1-P Oral Presentation

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

1-Q Independent Price Determination

By submission of a proposal, the respondent certifies, or, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices in the proposal have been determined independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other respondent or with any competitor.
- Unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the respondent prior to award directly or indirectly to any other respondent or to any competitor.
- No attempt has been made or will be made by the respondent to induce any other persons or firm to submit or not submit a proposal for the purpose of restricting competition.
- Each person signing the proposal certifies that she/he:

- Is the person in the respondent's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.

- Is not the person within the respondent's organization responsible for the decisions as to the pricing being offered in the proposal but has been authorized, in writing, to act as an agent for the persons responsible for such a decision and certifying that such persons have not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.

1-R Pricing & Payment

Pricing Proposals are to provide an explanation as to how much it proposes to charge CATA to provide the required services. The explanation must include any and all professional fees and or costs associated with providing the services, including a composite or fully loaded hourly rates for any and all service providers, by name, for straight time rates, including profit mark –ups and all direct and indirect expenses, along with any commissions or contingency fees to be earned and the basis of those commissions and contingency fees. The fee/cost proposal must be signed and dated by the company official qualified to verify the accuracy of the fee/costs proposal.

Proposals are to include a payment schedule based on milestone determined by the contractor and included in the price proposal. Payment to be made upon receipt and verification of the contractor's invoice, along with confirmation of the receipt & acceptance of any required progress or other report, and proof of satisfactory work completion.

SECTION 2: STATEMENT OF WORK

2-A Background

The Capital Area Transportation Authority (“CATA”) is the regional public transportation provider for the Greater Lansing area. Specifically, CATA currently provides transit service to the Cities of Lansing and East Lansing, the Townships of Lansing, Delhi, and Meridian and Ingham County. CATA operates over 32 fixed bus routes and demand-response services in the rural Ingham area, as well as in Delhi and Meridian Townships and the Cities of Mason and Williamston. CATA also provides a demand-response service designed to meet the needs of persons with disabilities, called Spec-Tran. CATA provided 11.8 million passenger trips in Fiscal Year 2013. Over 3.2 million of those rides occurred on MSU campus.

CATA operates 96 fixed route buses, both 40”and 60’. In addition, CATA directly operates 32 paratransit vehicles and oversees a contractor who provides additional paratransit services using 80 CATA vehicles. CATA has a capital budget of approximately \$6 Million annually and an operating budget of \$42 Million.

CATA has a dedicated property tax millage of 3.007 mills that generates approximately 52% of the operating revenue. The State of Michigan provides 30% of eligible operating expenses and the remainder of the operating revenue comes from fares, contracts and other revenue. CATA’s property millage must be renewed every five years by a vote of the people. Since the first millage election in the early 1980s, CATA has only had one millage vote fail, and that was because of the complexity of the language requesting an increase in the millage amount. Renewals of the millage generally pass by over 59%.

2-B Objectives of the Project

The specific objectives for this Project are as follows:

- Hire highly talented employees for the positions of Operations Supervisor – Training, Operations Manager – Paratransit, Purchasing and Contracts Manager, and Service Planning and Scheduling Manager. Additional positions may be needed during the term of the contract.

2-C Scope of Work

All proposals should fully describe the contractor's understanding of CATA's need and how the proposer will accomplish meeting those needs. The specifications detail a minimum level of acceptable response to CATA's needs.

CATA conducted an initial search to fill each of the following positions, but were unsuccessful in finding suitable candidates:

- Operations Supervisor – Training
- Operations Manager – Paratransit
- Purchasing and Contracts Manager
- Service Planning and Scheduling Manager

CATA is soliciting proposal from firms experienced in recruiting transit personnel for management level positions. The qualified firm will recruit top candidates, both locally and nationally, for the positions listed above. The job descriptions for these positions are included in **Appendix C**. The selection firm will be responsible for recruiting for other positions that may become vacant during the contract term, as requested.

To be eligible to response to this RFP, the proposing firm must demonstrate that it, and the key individuals assigned to CATA, have successfully completed services to other transit systems of similar size and complexity. Previous experience in filling similar positions is required.

The firm is to:

- Demonstrate how it will best satisfy sourcing and qualifying candidates who meeting the requirements and qualifications of the positions through fair and efficient solicitations of prospective candidates locally and nationwide with transit experience and who match CATA's company culture,
- Conduct personnel outreach recruiting to endure that competitive candidates from diverse background are sourced and apply for the position,
- Conduct interviews with candidates to determine their qualification against the approved candidate profile, position description and applicant qualifications,
- Conduct recruitment activities in a highly professional manner as it is a direct reflection of CATA's qualify and values.
- Following the search firm's interviews of the candidates, recommend superior candidates to CATA for secondary interviews,
- Prepare a profile of experience, skills assessment, analysis of strengths and weaknesses, and recap of the first interview highlighting the recruiter's impressions.
- Conduct reference checks on final candidates and prepare a confidential reference report on each, and
- Discuss with CATA the contents of the employment offer to the candidate.

2-D CATA Responsibility

CATA will provide information and materials needed by the firm to best represent CATA to the potential candidates.

2-E General Requirements

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

Meetings: The successful firm shall meet with the CATA project manager during the project at weekly. 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.

2-F Deliverables

At a minimum, firms are to deliver candidate resumes and application materials, briefing documents and reference reports.

2-G Proposal Requirements

The proposal must include:

- Detailed description of Respondent's plan for implementing Scope of Work and firm's detailed technical work plan including such things as a proposed schedule/time line.
- Statement describing the firm's understanding of CATA's stated problem and project objectives.
- Qualifications of the Primary Contractor and each sub-contractor.
- Qualifications of the key individuals from each firm assigned to the project.
- Past experience on similar projects – up to 3 examples.
- List of three references including specific contact names, addresses, telephone numbers, fax numbers and e-mail addresses.
- DBE firms to be involved in the project.
- Statement of Agreement with CATA Standard Terms & Conditions and the RFP.
- Statement of compliance and agreement to continue compliance with Federal and State laws and regulations, including regulations of the Federal Transit Administration ("FTA") and the Michigan Department of Transportation ("MDOT").
- Detailed timeline including payment milestones.
- The name and telephone number of person(s) in the firm's organization authorized to negotiate/expedite the proposed contract with CATA.

2-H Cost of Project

Cost proposal to be included in the proposal and must outline all costs associated with this work including direct and indirect costs. Provide the cost per hour for each person assigned to the project. See details in Section 1-R.

SECTION 3: COMPLIANCE REQUIREMENTS

3-A FTA and MDOT Required Clauses

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

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

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

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

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

3-B Disadvantaged Business Enterprises

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

3-C Compliance with Laws

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

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

8. Debarment Certification per 49 CFR 29; Appendix D must be signed by Respondent and included in proposal submittal.
9. Surface Transportation Assistance act of 1982 ("Buy America Act"); Appendix E must be signed by Respondent and included in proposal submittal.
10. Lobbying Disclosure Act of 1985; Appendix F must be signed by Respondent and included in proposal submittal
11. Non-Discrimination Clause per 49 CFR, Part 26.
12. Prohibition of Discrimination per 1976 P A 453, Public Acts of 1976.

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

Information regarding the regulations listed above may be obtained from the Federal Motor Carrier Safety Administration at www.fmcsa.dot.gov/rulesregs/fmcsr/fmcsrguide.htm.

3-D Ownership

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

3-E News Releases

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

3-F Audit and Inspection of Records

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

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

3-G Complaints or Protests

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

3-H Contractual Terms and Conditions

See attached CATA Standard Terms and Conditions for details.

ATTACHMENTS

ATTACHMENT A: CATA Standard Terms and Conditions

ATTACHMENT B: Job Descriptions

ATTACHMENT A**CAPITAL AREA TRANSPORTATION AUTHORITY
STANDARD TERMS AND CONDITIONS OF PROCUREMENT
PROFESSIONAL SERVICES \$25,001 - \$100,000****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) ADA Access. All work performed and all services provided pursuant to this contract shall be in compliance with Federal policy to ensure that elderly individuals and individuals with disabilities have an equal right to use of public transportation services and facilities. To the extent this Contract requires planning and design of services and facilities, special efforts shall be made to implement the transportation and accessibility rights of elderly individuals and individuals with disabilities. The work performed and services provided in this Contract shall be in compliance with all State and Federal statutes and laws ensuring equal access of transportation services and facilities for the elderly and individuals with disabilities, including 49 U.S.C. § 5301(d), § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, and the Architectural Barriers Act of 1968,

as amended, 42 U.S.C. § 4151 *et seq.*, and any applicable implementing Federal regulations or directives as they may from time to time be promulgated or amended.

- (e) This provision B.1 (a)-(e) will be included in all subcontracts relating to this contract. Further, each contract which Contractor signs with a Subcontractor must include the following assurance:

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

2. DBE REQUIREMENTS. Contractor will carry out the applicable requirements of the Michigan Department of Transportation's Disadvantaged Business Enterprise ("DBE") program and 49 CFR 26, including, but not limited to those requirements set forth in Appendix B, attached hereto and made a part hereof.
3. CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, CATA shall have the right to annul this contract without liability.
4. RECORDS/AUDITS. The Contractor shall maintain complete and accurate books, documents, papers, accounting records, and other evidence with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States and CATA, or their duly authorized representatives, access to such data and records, and the right to inspect and audit all data and records of the Contractor relating to its performance under the contract, and to make transcripts therefrom as necessary to allow inspection of all work data, documents, proceedings, and activities related to this contract for a period of three (3) years from the date of final payment under this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.
5. CONFLICT OF INTEREST. The Contractor certifies that, to the best of its knowledge, no CATA employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this contract.
6. INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS. No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
7. DEBARMENT AND SUSPENSION. Contractor must comply with U.S. DOT regulations "Nonprocurement Suspension and Debarment", 2 CFR Part 1200, which adopt and

supplement the U.S. Office of Management and Budget ("U.S. OMB") "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. Contractor will not make any contract, subcontract, or lease for the project without first confirming that its proposed contractor, subcontractor, or lessee is not listed as barred in the Excluded Parties Listing System, at <http://epls.gov/>.

Contractor agrees to comply with federal debarment and suspension regulations and guidelines when administering any contract or subcontract of \$25,000 or more, regardless of tier. A contract or subcontract award may not be made to a prospective contractor or subcontractor if that contractor is excluded or disqualified under the standards of the U.S. DOT regulations in the U.S. OMB Guidelines, unless the federal government has provided an exception as permitted under those regulations and guidelines. In addition, contracts of any amount for federally required audit services or for contracts which require the consent of a federal official are also covered by these DOT regulations and U.S. OMB Guidelines. Contractor must obtain the compliance of lower tier contractors, subcontractors, and lessees with the U.S. DOT debarment and suspension regulations and the U.S. OMB Guidelines that apply to them. The Contractor further agrees to include provisions requiring compliance as set forth above in lower tier covered transactions.

8. MDOT AND FTA TERMS. All contractual provisions that the Michigan Department of Transportation ("MDOT") or the Federal Transit Administration ("FTA"), by law or regulation, require to be included in contracts supported by state or federal financial assistance, including the requirements set forth in FTA Circular 4220.1F, as updated and amended, and the Master Agreement between CATA and FTA as it may be amended, are hereby incorporated by reference. FTA required terms and MDOT required terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. Contractor shall not refuse to comply with any CATA request to conform this contract to include MDOT or FTA required contractual provisions. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA to be in violation of the FTA mandated contractual provisions.
9. COMPLIANCE WITH LAWS. The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government which may, in any manner, affect the performance of the contract.
10. CLEAN AIR. N/A
11. BUY AMERICA PROVISIONS. N/A
12. CERTIFICATION REGARDING LOBBYING. N/A
13. PREVAILING WAGE. N/A
14. BID BOND. N/A
15. PROTESTS. Any protests shall be filed timely in accordance with the CATA Procurement Protest Procedures dated July 13, 2007. These Procedures are available from the CATA Purchasing & Contracts Manager and the CATA CEO/Executive Director, at the following address: Capital Area Transportation Authority, 4615 Tranter Street, Lansing, MI 48910.
16. PERFORMANCE & PAYMENT BONDS. N/A
17. FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall not, by action or by inaction, cause CATA to be in violation of FTA regulations,

policies, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.

18. NO GOVERNMENT OBLIGATION. Notwithstanding any concurrence by the Federal Government or MDOT in, or approval of, the solicitation or award of this Agreement, absent the express written consent by the Federal Government or by MDOT, neither the Federal Government nor the State of Michigan is a party to this Agreement, and neither shall be subject to any obligations or liabilities to CATA, the Contractor or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
19. CLEAN WATER. N/A
20. ENERGY CONSERVATION. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
21. RECOVERED MATERIALS. N/A
22. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 ("Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use United States Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a United States Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
23. CARGO PREFERENCE. N/A
24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.
 - (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Rights Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 - (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, or the applicable Federal law to the extent the Federal Government deems appropriate.

- (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. MISCELLANEOUS.

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

To CATA: 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 supercedes all negotiations, commitments, and previous contracts and may be modified only by a further written contract which is executed by a duly authorized officer of each of the parties.

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

ATTACHMENT B

Job Descriptions:

- Operations Supervisor – Training
- Operations Manager – Paratransit
- Purchasing and Contracts Manager
- Service Planning and Scheduling Manager

OPERATIONS SUPERVISOR – TRAINING

Job Summary - Essential Functions:

The Operations Supervisor-Training provides direct support to the Director of Operations and technical expertise and training for Operations Department personnel. The regular shift assignment and hours are subject to change and may exceed 40 hours per week. These essential functions include the following:

- Develop and implement effective training programs, manuals, and courses for the Operations Department to meet professional standards and operational, safety, and security requirements, policies, and procedures.
- Train new and experienced Operators, Supervisors, Managers, and other staff in all areas.
- Train Supervisors, and other staff to assist in Operator training and performance evaluation of Operators.
- Maintain employee compliance with State of Michigan licensing regulations and federal regulations.
- Develop, analyze, and implement recommendations from System Safety audits.
- Administer special projects as assigned from conception to implementation.
- Provide timely, reliable, and effective reports and communications, written and oral.
- Know and apply the Labor Agreement, Work Rules, policies, and procedures.
- Assist the Director of Operations with training matters, as requested.
- Provide backup and relief for other supervisors.
- Participate as an effective member of the CATA administrative and management team and perform all duties described.

Reports To:

Director of Operations

Supervises

Motor Coach Operators and Administrative Staff

Duties:

- Recommend, develop, and maintain training manuals and courses.
- Train new and experienced Operators, Supervisors, and staff in all operational areas, including passenger relations, defensive driving, and new or modified equipment and procedures.
- Train supervisory personnel as to accident investigation, reporting, and prevention.
- Train experienced Operators to maintain and improve their skills as professional drivers, with attention to passenger relations and defensive driving.
- Evaluate success of training and of training programs, manuals, and courses.
- Perform periodic instructional rides with Operators to counsel on improved driving techniques and evaluate compliance with professional standards, policies, procedures, and requirements.
- Develop and implement procedures for retraining and personal or professional development where deficiencies or circumstances warrant additional training or development.
 - Train, counsel, and discipline personnel in accordance with CATA agreements, rules, policies, and procedures.
- Work proactively and maintain positive relationship with administrative and union personnel.
- Provide required data, materials, and reports, both oral and written.
- Follow high standards and practices at all times, including adherence to CATA's commitment to equal employment opportunity.

- As necessary, work hours and schedules in excess of 40 hours per week to perform functions and accomplish goals.
- Maintain service and quality standards.
- Follow and promote safe work practices and all CATA safety rules, policies, and procedures.
- Consistently provide prompt, courteous, and appropriate service to the public.
- Know and perform all job duties within essential functions and as directed by CATA management, policies, procedures, and contractual agreements.
- Perform other duties as required by the Director of Operations.

Qualifications:

- High school degree minimum; college associate degree or equivalent experience and education preferred.
- Must possess a valid Commercial Drivers license with BP endorsements with eligible driving status (not restricted) from the State of Michigan.
- Minimum two (2) years training experience.
- Five (5) years experience in the public transit industry preferred.
- Advanced computer skills, including Microsoft Office Suite and other current computer applications used at CATA.
- Experience with transit software programs preferred.
- Able to communicate effectively, handle details, meet deadlines, and work both independently and under general direction.
- Very neat and professional appearance.
- Able to perform essential functions and duties and to perform other tasks as assigned.
- Cooperative, willing to work with and learn from others, and able to respond productively to change.
- Punctual and reliable attendance as necessary to meet on-going service requirements for public transportation.

This job description is stated in general terms
and does not describe all duties which may be assigned or required.

Effective: August 9, 2013

OPERATIONS MANAGER – PARATRANSIT

Job Summary - Essential Functions:

The Operations Manager-Paratransit provides direct support to the Director of Operations and is responsible for management and direct oversight of demand response service for persons with disabilities and other paratransit services, including purchased services. The regular shift assignment and hours are subject to change and may exceed 40 hours per week. These essential functions include the following:

- Direct and supervise paratransit personnel and Operators.
- Responsible for budget development and implementation in all areas of paratransit services.
- Monitor ridership and the performance of numerous types of paratransit services and make recommendations for change.
- Develop recommendations for annual level of service and scope of service.
- Develop and assist in proposal and competitive bidding processes for purchased transportation services and customer certification.
- Administer paratransit service contracts and relationships with contractors.
- Coordinate paratransit services with other CATA services.
- Know and apply the labor agreement, work rules, policies, and procedures, as appropriate.
- Provide timely, reliable, and effective reports and communications, written and oral.
- Ensure that paratransit personnel adhere to operating and safety procedures, policies, rules, and regulations.
- Provide timely, reliable, and effective reports and communications, written and oral.
- Assume effective management of the Paratransit Department.
- Maintain consistent and effective Management and Union working relationships.
- Assist the Director of Operations, as requested.
- Provide backup and relief for other managers and supervisors.
- Participate as an effective member of the CATA administrative and management team and perform all duties described.

Reports to:

Director of Operations

Supervises:

Paratransit Scheduler I and Scheduler II, Motor Coach Operators and Operations Supervisors.

Duties:

- Maintain successful community relationships.
- Follow-up on customer comments and ensure resolution.
- Maintain consistent and effective supervisor/employee working relationships as well as liaison relationship with personnel and employees outside the Operations Department.
- Schedule and ensure that all paratransit office work shifts are sufficiently covered.
- Ensure that all paratransit runs are operated according to schedule and routing.
- Counsel and discipline personnel, as needed, in accordance with CATA rules, regulations, and contractual agreements.
- Advise Director of Operations and other supervisors of work-related problems with Spec-Tran vehicles, routes, or personnel, including verbal and written reports.
- Facilitate resolution of customer comments with communication to the appropriate department.
- Take check rides as necessary.

- Review monthly billings.
- Work proactively with both union and management staff.
- Maintain positive relationship with Operators and management personnel.
- Meet with service providers monthly to discuss operational issues.
- Work with contractor to resolve contractor performance problems and other issues.
- Provide supervision with required data, materials, and reports, both oral and written.
- Follow high standards and practices at all times, including adherence to CATA's commitment to equal employment opportunity.
- Work flexible schedules as needed outside of regular business hours and in excess of 40 hours per week to meet responsibilities.
- Maintain service and quality standards.
- Follow and promote safe work practices and all CATA safety rules, policies, and procedures.
- Consistently provide prompt, courteous, and appropriate service to the public.
- Know and perform all job duties within essential functions and as directed by CATA management, policies, procedures, and contractual agreements.
- Perform other duties as required by the Director of Operations.

Qualifications:

- College degree or equivalent education and experience preferred.
- Must possess a valid Commercial Drivers license with BP endorsements with eligible driving status (not restricted) from the State of Michigan.
- A minimum of one year experience in supervision is preferred.
- Advanced computer skills, including Microsoft Office Suite and other current computer applications used at CATA.
- Experience with transit software programs preferred.
- Must be able to motivate personnel.
- Able to communicate effectively, handle details, meet deadlines, and work independently and under general direction.
- Very neat and professional appearance.
- Able to perform essential functions and duties and to perform other tasks as assigned.
- Cooperative, willing to work with and learn from others, and able to respond productively to change.
- Punctual and reliable attendance as necessary to meet on-going service requirements for public transportation.

This job description is stated in general terms
and does not describe all duties which may be assigned or required.

Effective: August 22, 2013

PURCHASING AND CONTRACTS MANAGER

Job Summary - Essential Functions:

Participates as an effective member of the CATA administrative and management team and performs all duties described. This position is responsible for development and maintenance of CATA standards, guidelines, and procedures for the procurement of supplies, equipment, construction, and services. Conducts the purchasing activities of the Authority and exercises contractual management of third party agreements and projects as appropriate.

- Develops procurement standards, guidelines, and procedures for CATA's purchasing activities (including DBE requirements); in coordination with the Federal Transit Administration (FTA) and State of Michigan, ensures that CATA procedures receive certification.
- In cooperation with Project Managers, develop appropriate project procurement specifications to be used in the issuance of CATA Request for Proposals (RFP) and Invitation for Bids (IFB).
- Insure all procurement steps are followed and completed by CATA project managers and buyers for all procurement.
- Negotiate best price for purchases and work with legal counsel in preparing contracts.
- Oversees and directs complete procurement process; submission of specifications to State and Federal agencies; advertising for bids; examination of procurement documents for full compliance; submission of procurement documents to State and Federal agencies for approval; update warranty, product performance information; etc.
- Responsible for working with project managers to insure all contract clauses are met and project is re-bid in a timely manner.
- Ensures CATA compliance with established State and Federal procurement standards.
- Insure that all master procurement files contain all required documentation.
- Functions as DBE Liaison Officer in the recruitment, development, certification, and interaction of/with DBE firms to insure CATA compliance with State/Federal regulations.

Reports To:

Assistant Executive Director

Supervises:

Procurement Specialist

Duties:

- Update the purchasing terms and conditions to insure compliance with all State and Federal regulations.
- Establish consistence in contract formats, clauses and structure.
- Establish consistence in all RFP and IFB documents.
- Maintain master procurement files from all project managers and buyers that contain the appropriate forms and documents to meet Federal and State requirements.
- First response to procurement protests.
- Provide supervision with required data, materials, and/or reports, both oral and written.

- Develop tools and documents to assist CATA Project managers and buyers in complying with all procurement procedures.
- Train employees on the use of the procurement software.
- Process purchase orders daily.
- Follow high standards and practices at all times, including adherence to CATA's commitment to equal opportunity.
- Maintain service and quality standards.
- Consistently provide prompt, courteous, and appropriate service to the public and all employees.
- Know and perform all job duties within essential functions and as directed by CATA management, policies, procedures and contractual agreements.
- Perform other duties as required by the CEO/Executive Director or Assistant Executive Director.

Qualifications:

- A minimum of five years of experience and education or equivalent combination of experience and training which provides the required knowledge, abilities, and skills to effectively perform the responsibilities of this position.
- At least two years of experience in implementing public/governmental procurement regulations, methods, and procedures.
- Advanced experience with Microsoft Office Suite software including Word, Excel, Outlook and Access.
- Excellent writing and organizational skills.
- Able to communicate effectively, handle details, meet deadlines, and work independently and under general direction.
- Very neat and professional appearance.
- Able to perform essential functions and duties and to perform other tasks as assigned.
- Cooperative, willing to work with and learn from others, and able to react productively to change.
- Attendance as necessary to meet ongoing service requirements for public transportation.

This job description is stated in general terms and does not describe all duties which may be assigned or required.

October 18, 2013

SERVICE PLANNING AND SCHEDULING MANAGER

Job Summary - Essential Functions:

Participates as an effective member of the CATA administrative and management team and performs all duties described. The Service Planning and Scheduling Manager is responsible for transit service planning, evaluation, and scheduling, and public contact regarding transit service changes.

- Responsible for the development of all current and future service alternatives.
- Responsible for all aspects of fixed route scheduling.
- Assist the Assistant Executive Director in coordinating service and future service alternatives with MDOT, local jurisdictions, local developers, and other entities.
- Implement service modifications based on data including ridership, operating characteristics, performance measure, productivity reports, etc.
- Serve as direct contact with the public regarding transit service changes, including public hearings.
- Responsible for bus stop database, Rider Alert Line, route announcement data, and detour planning and information.
- Responsible for planning customer amenities (bus stop locations, shelter program, boarding centers, bus stop benches, etc.)
- Analysis of current services and planning of future services.
- Provide timely, reliable, and effective reports and communications, written and oral.
- Know the Labor Agreement and understand its proper application to various situations.
- Assume effective management of the Service Planning and Scheduling Department.
- Assist the Assistant Executive Director, as requested.
- Provide backup and relief for other managers and supervisors.

Reports To:

Assistant Executive Director

Duties:

- Design new and revised services in coordination with the Assistant Executive Director.
- Responsible for the development of all route alternatives and changes.
- Prepare service schedules, run-cuts, and rosters for the Operations Department to implement.
- Assist the Assistant Executive Director with project management activities.
- Assist the Assistant Executive Director in the development of new services.
- Develop and maintain an inventory of all bus stops within the system and determine the location of new bus stops.
- Responsible for data development in the production of bus stop specific schedule information signs.
- Responsible for development of route announcement messages and preparation of the data file for download into the Route Announcement System in each fixed route bus.
- Responsible for maintaining a current record of construction and event activities which impact transit services in the CATA service area, including maintenance of the Rider Alert Line which provides the content for web posting of detour information.
- Responsible for all components of public input and public hearings on all transit service projects where public input is required.
- Responsible for analyzing service performance and implement service modifications to improve performance.

- Maintain up-to-date knowledge of the software system used in the scheduling process to allow for the most effective and efficient use of the software.
- Provide management with required data, materials, and/or reports, both oral and written.
- Follow high standards and practices at all times, including adherence to CATA's commitment to equal opportunity.
- Maintain service and quality standards.
- Consistently provide prompt, courteous, and appropriate service to the public.
- Know and perform all job duties within essential functions and as directed by CATA management, policies, procedures and contractual agreements.
- Perform other duties as required by the Assistant Executive Director.

Qualifications:

- Experience in public transit or equivalent combination of experience, education, and training which provides the required knowledge, abilities, and skills to effectively perform the responsibilities of this position.
- Experience in public transportation route design, service scheduling, run cutting, and roster development preferred.
- Advanced computer skills and proficiency with transportation and database software, Microsoft Office Suite, and other current computer applications used at CATA, including spreadsheets, word processing, presentation software, etc..
- Ability to communicate effectively, including public presentations, handle details, meet deadlines, and work both independently and under general direction.
- Very neat and professional appearance.
- Able to perform essential functions and duties and to perform other tasks as assigned.
- Cooperative, willing to work with and learn from others, and able to react productively to change.
- Punctual and reliable attendance as necessary to meet on-going service requirements for public transportation.

This job description is stated in general terms
and does not describe all duties that may be assigned or required

Effective: August 25, 2009