

# Capital Area Transportation Authority



## PROCUREMENT SUMMARY AND REGISTRATION

This form provides a brief summary of this procurement and is to be used to register as a prospective bidder/proposer.

**Solicitation Number:** RFP 2015-R05

**Title:** Payroll Services

**Contact Person:** Rich Bannon

**In order to receive noticed of any changes or amendments to this document, you MUST register using this form. Please email, mail or fax the completed form to the Procurement and Contracts Department as soon as possible. Failure to include an amendment in your bid/proposal may result in the rejection of your bid or proposal.**

**E-Mail:** [rbannon@cata.org](mailto:rbannon@cata.org)

**Fax:** 517.394.3733

**Mail:** Capital Area Transportation Authority  
Purchasing and Contracts Department  
4615 Tranter Street  
Lansing, MI 48910

**Company Name:**

**Contact Person:**

**Address:**

**City:**

**ST:**

**ZIP Code:**

**Phone:**

**Fax:**

**E-Mail:**

**Capital Area Transportation Authority**



**4615 Tranter Street  
Lansing, MI 48910**

**REQUEST FOR PROPOSAL COVER PAGE**

<b>1. SOLICITATION No:</b> 2015-R05		<b>2. ISSUE DATE:</b> 18 NOV 2014	
<b>3. FOR INFORMATION CONTACT</b> <b>NAME:</b> Rich Bannon <b>E-MAIL:</b> rbannon@cata.org		<b>PHONE:</b> 517.394.1100 ext. 293 <b>FAX:</b> 517.394.3733	
<b>4. BRIEF DESCRIPTION:</b> Payroll Services			
<b>5. PRE-PROPOSAL MEETING DATE AND TIME:</b> December 3, 2014 at 9:00 A.M.			
<b>6. DEADLINE FOR SUBMISSION OF QUESTIONS/CLARIFICATIONS:</b> December 2, 2014 at 5:00 PM			
<b>7. SUBMIT PROPOSAL TO THE FOLLOWING ADDRESS</b> Capital Area Transportation Authority (CATA) Purchasing & Contracts Department 4615 Tranter Street Lansing, MI 48910		<b>8. PROPOSAL SUBMISSION DUE DATE AND TIME</b>  <b>December 12, 2014 at 2:00 PM</b>	
<b>9. SUBMIT WITH OFFER:</b> Original offer and 4 photocopies			
<b>10. PROPOSALS WILL NOT BE PUBLICLY OPENED.</b>			
<b>11. FIRM OFFER PERIOD:</b> Offers shall remain firm for a period of 120 calendar days from the date specified in Block 8, above or as amended.			
<b>12.</b> If this Offer is accepted within the period specified in Block 11, above, the Offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.			
<b>13. The following Exhibits, if indicated, are included in this solicitation</b>			
<input checked="" type="checkbox"/>	EXHIBIT A – Solicitation Instructions and Conditions	<input checked="" type="checkbox"/>	EXHIBIT B – Scope of Work
<input checked="" type="checkbox"/>	EXHIBIT D – Terms and Conditions	<input checked="" type="checkbox"/>	EXHIBIT E – CATA General Provisions
<input checked="" type="checkbox"/>	EXHIBIT G – Iran Economic Sanctions Act Certificate		EXHIBIT H – Certification Regarding Debarment
	EXHIBIT J – Certification Regarding Lobbying		EXHIBIT K – Disadvantage Business Enterprise
		<input checked="" type="checkbox"/>	EXHIBIT C – Evaluation Criteria
		<input checked="" type="checkbox"/>	EXHIBIT F – Offer & Guarantees
			EXHIBIT I – Certification Regarding Buy America
<b>14. DBE:</b> There is a 0%DBE (Disadvantaged Business Enterprise) goal established for this procurement.			

**EXHIBIT A**  
**SOLICITATION INSTRUCTIONS and CONDITIONS**

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**1. Background**

The Capital Area Transportation Authority ("CATA") is the regional public transportation provider for the Greater Lansing area. Specifically, CATA currently provides transit service to the Cities of Lansing and East Lansing, the Townships of Lansing, Delhi, and Meridian and Ingham County. CATA operates over 30 fixed bus routes and demand-response services in the rural Ingham area, as well as in Delhi and Meridian Townships and the Cities of Mason and Williamston. CATA also provides a demand-response service designed to meet the needs of persons with disabilities, called Spec-Tran. CATA provided 11.8 million passenger trips in Fiscal Year 2013. Over 3 million of those rides occurred on MSU campus that year.

**2. Knowledge of Conditions**

Any person ("Proposer") submitting a proposal ("Proposal") in response to this Request for Proposal ("RFP") must examine the scope of work carefully and be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract to be awarded under this RFP (the "Contract"). No allowances will be made because of lack of knowledge of any specifications, conditions or requirements of this RFP.

**3. Omission**

Notwithstanding the provision of drawings, technical specifications or other data by CATA, Proposers shall have the responsibility of supplying all details required to make an accurate offer of services offered even though such details may not be specifically mentioned in the scope of work or elsewhere in this RFP.

**4. Communications to CATA**

All questions pertaining to this RFP, or any matters relating thereto the Scope of Work, or any questions pertaining to the RFP or Proposal documents, must be in writing and must be sent only to the person identified in Block 3 of the RFP cover page. Communications sent to any other person at CATA or at any other address may, in CATA's sole discretion, be deemed to be "non-responsive" and CATA in its discretion may elect to disregard any such questions. CATA will not respond to oral inquiries, and oral statements of any nature by CATA or any of its representatives may not be relied upon for any purpose whatsoever.

**5. Pre-proposal**

See Block 5 of the RFP cover page for whether a pre-proposal meeting (at which questions may be directed to and answered by CATA personnel) will be held in connection with this RFP and, if so, the date and time of such meeting.

A pre-proposal meeting, if held pursuant to this RFP, will be at CATA's Administrative Office, located at 4615 Tranter Street, Lansing, Michigan, 48910. If a pre-proposal meeting is held, attendance will not mandatory in order to submit a Proposal, however, it is recommended. In regard to questions raised at this meeting, CATA will make every effort to memorialize in writing those questions and responses by CATA, and thereafter distribute that document to all persons requesting same. Only written responses by CATA in writing may be relied upon; oral responses will not be considered a part of the RFP or binding on CATA. Thus, statements made by CATA at the pre-proposal meeting may not be relied upon in any way by any person and may not be the basis of any protest. Proposers are cautioned to independently verify any matters stated at the pre-proposal meeting. Again, only statements which are made by CATA in writing may be relied upon.

**6. Requests for Clarification/Questions**

All questions from any Proposer regarding the RFP or matters relating thereto must be submitted to CATA in writing no later than date specified in Block 6 of the RFP cover page. Each question must identify the section number in this RFP for which clarification is being requested. CATA will respond to all properly submitted questions at least five (5) business days prior to the date that Proposals are due. All responses will be sent via email to all persons who have requested a copy of this RFP and furnished CATA with a correct email address. All such questions must be sent to the contact person listed in Block 3 of the Proposal cover page.

**7. Nonsolicitation of CATA During Blackout Period**

During the period from the date of this RFP, through the period that the CATA Board of Directors approves the award of Contract (including any period during which a procurement protest ("Protest") has been filed and is pending), Proposers may not directly or indirectly contact any CATA Board member, any CATA employee, or CATA's legal counsel regarding this RFP except for questions directed to CATA as expressly provided in Section 7 above or except as expressly authorized under the Protest procedure set forth in Section 17. Any prohibited contact may result in the immediate disqualification of the Proposer from consideration for the award of the Contract and the rejection of any Protest.

**8. Proposal Preparation**

Each Proposal shall be made only on this RFP. Each Proposal must be enclosed in a sealed envelope with the name and address of the Proposer clearly stated. The outside of the envelope shall state the RFP number, title and due date. All blank spaces in the offer must be filled in and no changes shall be made in the wording.

As consideration for any Proposer's Proposal being considered by CATA in its award of the Contract, each Proposer hereby agrees that (1) the Proposal shall be on such form as CATA provides and shall be sealed; and (2) any revocation or modification of the Proposal shall only be on the same form(s) and submitted in the same manner as the original Proposal was submitted prior to the date on which the Proposals are due.

**9. Submission of Proposals**

The Proposer must submit to CATA one original and **3** copies of its Proposal, which must be received by CATA no later than the date and time specified in Block 8 of the RFP cover page. The envelope containing the Proposal must be marked with the RFP number and title as set forth on the cover page of this RFP.

Proposals may be hand delivered, mailed or sent via a reputable national courier (such as UPS or Fed-Ex). All Proposals must be delivered to the following address:

Capital Area Transportation Authority  
Attn: Purchasing & Contracts Department  
4615 Tranter Street  
Lansing, Michigan 48910

and **must be received** by CATA by the date and time set forth in Block 8 of the Proposal Cover Page. For example, a postmark date on a mailed Proposal will not be considered as being "received".

If a Proposal is hand delivered, it must be delivered to the security guard on the first floor at the above address. In such an event, the Proposer or its agent should request a verification receipt to prove that the submission of its Proposal was timely.

Any Proposal not timely received may, in CATA's sole and absolute discretion, be rejected.

**10. Late Proposals**

Any Proposal received at the office designated in this RFP after the exact time specified for receipt will not be considered unless:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of Proposals (e.g., a Proposal submitted in response to an RFP requiring receipt of Proposals by the 20th of the month must have been mailed by the 15th or earlier in order to be timely);

(2) It was sent by mail and it is determined by the Authority that the late receipt was due solely to mishandling by the Authority after receipt at the Authority's offices;

(3) It was sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 P.M. at the place of mailing two (2) working days prior to the date specified for receipt of Proposals. The term "working days" excludes weekends and U. S. Federal holidays.

**11. Proposal Modification or Withdrawal**

Prior to the date and time set for the receipt of Proposals, a Proposal may be modified or withdrawn by the Proposer. All such modifications must be made in writing, either hand delivered, mailed or sent via a reputable national courier to the address above for receiving Proposals. Any request to withdraw a Proposal must be in writing and received by CATA (in the same manner as the Proposal was submitted) by no later than the deadline date and time set forth for the receipt of Proposal. If timely received, CATA will return unopened the Proposal if requested to be withdrawn or returned. If a modification is timely received by CATA prior to the date and time set for the receipt of Proposals, then that modification will be considered by CATA as a part of the original Proposal.

**12. Validity/Term of Proposals**

Proposals will be valid for not less than 120 days after the due date and time for the receipt of Proposals. In the event of a Protest, the 120 day period will be extended and the Proposals will remain valid for a period of 90 days.

**13. Revisions and Amendments to the Proposal**

CATA reserves the right in its absolute discretion to revise or amend this RFP, including the scope of work, up to the time set for receipt of the Proposals. Any such revision or amendment, if any, will be sent via email to all Proposers who have requested a copy of this RFP and furnished CATA with their correct email address. In the event that this RFP is revised or amended within five (5) business days of the date set for opening Proposals, CATA may extend the RFP opening date for up to an additional five (5) business days. The form transmitting the revision or amendment must be signed by the Proposer, acknowledging its receipt, and copy of the signed document must be included in the Proposal documents. **Failure to (i) sign the form transmitting the revision or amendment and (ii) include the signed form in the Proposal may, in CATA sole and absolute discretion, result in the rejection of the Proposal.**

**14. Proposal Rejection**

CATA may at any time reject any (i) Proposal which CATA deems in its sole and absolute discretion to be incomplete, (ii) Proposal which CATA deems in its sole and absolute discretion fails to conform to the requirements of this RFP, or (iii) Proposal which CATA deems, in its sole and absolute discretion, takes exception to the Scope of Work. CATA reserves the right in any event to (a) waive any informalities or irregularities in any Proposal, which CATA determines in its sole and absolute discretion, to be minor, or (b) reject all Proposals and re-solicit the procurement.

**15. Proposal Format**

The Proposal shall contain a cover letter signed by a person authorized to bind the Proposer (i) agreeing that the Proposal shall remain valid for not less than 120 days (as extended in the event of a Protest) and (ii) providing a name, physical address, and email address of such person who is administering the Proposal, who has authority to bind the Proposer and to whom CATA may submit notices and writings regarding this RFP. It is to this person and at this email address that CATA will provide notices and other matters regarding this RFP.

Proposals shall be organized as follows:

Section 1	Methodology/Approach.
Section 2	Company Qualifications
Section 3	Personnel & Experience.
Section 4	Required Submittals (Forms and Exhibits)
Section 5	Proposed Costs

Additional information as to what must be included in each of the above-referenced sections is set forth in Exhibit C of this RFP.

**16. Award**

CATA will award the Contract to the Proposer who submits a Proposal that CATA determines, in its sole and absolute discretion, is most advantageous to CATA (the "Selected Proposer"). The procurement process relating to this RFP is solely to benefit CATA and for CATA to determine in its discretion which Proposer is entitled to enter into a Contract with CATA.

**17. Next Most Advantageous Proposal**

In the event that the Selected Proposer fails or refuses to enter into a Contract with CATA, then CATA may award the Contract to the Proposer who submits a Proposal that CATA determines, in its sole and absolute discretion, is the next most advantageous to CATA. CATA also reserves the right at any time, in its absolute discretion, to cancel the RFP and "rebid".

**18. Proposer Affirmation**

By submitting its Proposal, the Proposer affirms and declares:

1. That the Proposer or its subcontractors have the capability to assure performance of work within the time specified under the Contract.
2. That the Proposer has the capability of providing personnel to satisfy any technical or service problems that may arise during the term of the Contract.
3. That the Proposer has the necessary facilities and financial resources to complete the Contract in a satisfactory manner and within the required time.
4. That the Proposer, if an individual, is of lawful age.
5. That no other person, firm or corporation has any interest in its Proposal or the Contract proposed to be entered into.
6. That the Proposer has not divulged to, discussed or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. (NOTE: No premiums, rebates, or gratuities are permitted either with, prior to, or after any delivery of materials.) Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the offending vendor from PROPOSER LIST(S).
7. That the Proposer and its subcontractors are not currently in arrears to CATA and have not defaulted, as a surety or otherwise, under any obligation to CATA.
8. That the Proposer is not on the Comptroller General's list of ineligible contractors.
9. That, if awarded the Contract, the Proposer shall post a notice in a conspicuous place within the plant or work site stating the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, creed, age, disability or national origin.

**END OF SECTION**

**EXHIBIT B**  
**SCOPE OF WORK**

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**1. Background**

The Capital Area Transportation Authority (“CATA”) is the regional public transportation provider for the Greater Lansing area. Specifically, CATA currently provides transit service to the Cities of Lansing and East Lansing, the Townships of Lansing, Delhi, and Meridian, and Ingham County. CATA operates over 30 fixed bus routes and demand-response services in the rural Ingham area, as well as in Delhi and Meridian Townships and the Cities of Mason and Williamston. CATA also provides a demand-response service designed to meet the needs of persons with disabilities, called Spec-Tran. CATA provided 11.8 million passenger trips in fiscal year 2011. CATA’s annual Fixed Route mileage is approximately 4.1 million miles.

**2. Current Environment**

CATA currently does payroll in house. Payroll is done on a weekly basis with direct deposits or live checks available to the employees each Thursday. Trapeze is used to keep time sheets for non-administrative employees and Microsoft SL 2011 for administrative employees. The data in both systems can be downloaded in a CVS format. In calendar year 2013, CATA’s payroll expense was approximately \$16,698,387.09

**3. Employment Breakdown**

Below is the approximate number of CATA employees and their classification.

a) Administrative Employees

Full-Time 61  
Part-Time 15

b) Bargaining Unit

Full-Time 192  
Part-Time 48

**4. Payroll Deductions**

Below is a list of standard and optional deductions.

- a) FICA
- b) Federal Social Security
- c) Federal Medicare
- d) Michigan State Income Tax
- e) City of Lansing Michigan Income Tax
- f) Health Insurance
- g) Court Ordered Garnishments
- h) Child Support
- i) Miscellaneous Deductions such as Aflac
- j) Union Dues – First Period of Each Month

Tax payments are to be made electronically for all federal, state and local withholding taxes.

Payments for garnishments, child support and other withholdings are payable via check weekly to each entity.

**5. Sick/Vacation Time**

CATA staff will provide the Contractor the balances of sick and vacation time for employees and the rates they are accrued. The Contractor will be responsible to calculating sick and vacation time along with the balance of each one.

**6. W-2 Statements**

The Contractor will be responsible to print the annual W-2 statements and have them delivered to CATA no later than January 20<sup>th</sup> of each calendar year.

**7. Direct Deposit Limitation**

CATA currently limits employees to having their net pay direct deposited to two separate accounts. Employees are currently prohibited from direct depositing part of their net pay and receiving the balance via a live check. CATA will consider the functionality and feasibility of offering this option in the future.

**8. Pay Statement Information**

Each Pay Statement shall contain at a minimum the following information:

- a) Employee's Name and Mailing Address
- b) Employee Number (5 digits)
- c) Department Code (4 Characters)
- d) Employee Name
- e) Period Beginning
- f) Period Ending
- g) Earnings showing number of regular hours, holiday hours, vacation hours and personal to include the current and year to date amounts
- h) The deductions should show the current and year to amounts
- i) Rate of Pay
- j) Current Earnings
- k) Current Deductions
- l) Net Pay
- m) Year to Date Earnings
- n) Year to Date Deductions
- o) Year to Date Net Pay
- p) Number of Vacation Hours Accrued/Used
- q) Number of Sick Hours Accrued/Used
- r) Number of Personal Holidays Used

**9. Desired Features**

CATA would like to have a paperless feature whereas a pay statement can be retrieved from a secure website or sent to them via email.

CATA is also seeking the functionality of web-based timesheet entry/approval for administrative employees. Currently, employees turn in their timesheets on Monday for payday on Thursday. If this functionality can be implemented, we would prefer to keep the same timeline.

In addition, CATA will need an electronic file in a format that can be imported into our current payroll system, Microsoft Dynamics SL to properly record general ledger entries.

**END OF THIS SECTION**

## EXHIBIT C PROPOSAL EVALUATION

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### 1. **Proposal Selection Process**

The following are the complete criteria, listed by their relative degree of importance, by which Proposals from responsible Proposers will be evaluated and ranked for the purposes of selecting a Proposal for a potential award. The criteria are listed numerically by their relative order of importance (where (i) is more important than (ii), and (ii) is more important than (iii), etc.). However, certain criteria may have sub-criteria that are listed by their relative order of importance within the specific criterion they comprise. Also, certain sub-criteria may have sub-criteria that are listed by their relative degree of importance within the specific sub-criterion they comprise.

- (i) *Methodology/Approach.* Provide information specific to this project that best displays the approach and methodology that will be used to complete the scope of work.
- (ii) *Company Qualifications.* Provide copies of all licenses, certifications or other documentation required in order to enable the Proposer to perform the work proposed. Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.) Include information regarding similar project experience the Proposer possesses that that relates in complexity and/or scope to this project. Include up to five (5) projects that have been completed in the past five (5) years. Include associated qualifications/references for sub-consultants or subcontractors, if any, proposed. Include reference for each project described (contact name, email, phone, position on project).
- (ii) *Personnel & Experience.* Provide a resume for each key individual needed to carry out the Proposal and describe their proposed role/responsibilities. Identify whether these key individuals gained experience within the company or outside company and with whom, years worked. Identify all subcontractors who will be used to carry out the work set forth in the Proposal. Describe the qualifications for employees of any such subcontractors. Include an organizational chart and/or work flow chart to identify each key role.
- (iv) *Price/Cost.* Provide pricing information

### 2. **Procurement Review**

All Proposals will initially be reviewed by the CATA Purchasing & Contracts Department. The Purchasing & Contracts Department's review shall be limited to determining whether the Proposals comply with the requirements of this RFP. The Purchasing & Contracts Manager may, in his or her sole discretion, (i) reject any Proposals that are incomplete, (ii) reject any Proposals that fail to conform to the requirements of the RFP, and/or (iii) reject any Proposals that take exception to the scope of work. The Purchasing & Contracts Manager may waive any informalities or irregularities in any Proposal if he or she determines that such irregularities or informalities are not material.

### 3. **Presentations/Interviews**

The Evaluation Committee reserves the right in its discretion to schedule an interview with and/or presentation from one or more of the Proposers at any stage of the Proposal evaluation process, all on such terms and procedures as the Evaluation Committee determines.

**EXHIBIT D**  
**TERMS and CONDITIONS**

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The Offeror shall comply with the following required contract provisions and shall insert the substance of these provisions in all subcontracts issued pursuant to this contract.

**1. Contract Type**

The award of this solicitation will result in a Firm Fixed Price Contract.

**2. Contract Documents**

Any Contract(s) resulting from this Solicitation shall include the following documents, which are incorporated herein (collectively referred to as the "Contract Documents"):

1. Exhibit B – Scope of Work
2. Exhibit D – Terms and Conditions
3. Exhibit E – General Provisions
4. Contractor's Proposal and the modifications mutually agreed upon by CATA and the Contractor between the Contract award and execution of the Contract.

**3. Contract Term**

The term of the Contract will be for five (5) years.

**4. Contract Extension**

CATA reserves the right to extend this Contract for up to an additional year. CATA and the Contractor will negotiate a price for this additional time period.

**5. Invoicing and Payment Terms**

The Contractor shall submit a proper invoice on a monthly basis to the address shown below. CATA reserves the right to return an invoice which is incomplete.

Invoices will be paid within 30 days from receipt of a proper invoice.

CATA  
Attn: Accounts Payable  
4615 Tranter Street  
Lansing, MI 48910

The invoice must contain the following information;

1. Invoice Number
2. Purchase Order Number
3. Contract Number
4. Description of Work Performed
5. Contact Person and Phone Number
6. Payment Remit Address

**6. Vendor Site Inspection and Evaluation**

CATA reserves the right to inspect vendor's facilities prior to award or at any reasonable time throughout the contract period.

**7. Contract Modifications**

No change in this contract shall be made unless CATA gives its prior written approval. Therefore, the Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the Contracting Officer. Any changes requested by the Contractor must be submitted to the Contract Administrator assigned under this contract.

**8. Project Manager**

The Project Manager (PM) assigned to this contract is responsible to ensure the goods provided under this contract are in compliance and handling warranty issues. The Project Manager has no authority to make any changes to the contract.

**9. Contract Administrator**

The Contract Administrator (CA) assigned to this contract is responsible to ensure the Contractor is in compliance with the contract. Any requests for Contract changes must be sent directly to the CA. All DBE reporting (if required) will be submitted to the CA as required.

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**EXHIBIT E**  
**CATA GENERAL PROVISIONS**

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1. **CHANGES.** CATA, at any time, by a written order, and without notice to the sureties, may make changes within the general scope of this contract, in (a) drawings, designs or specifications where the supplies to be furnished are specifically manufactured for CATA in accordance therewith; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that CATA, if it decides that the facts justify the action, may receive and act upon any such claim if asserted prior to dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
2. **TERMINATION FOR DEFAULT.** CATA, by written notice, may terminate the contract awarded on the basis of this proposal, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services, provided, that if (a) it is determined for any reason that the contract was not in default or, (b) the Contractor's failure to perform is without his control, fault or negligence, the termination shall be deemed to be a termination for convenience under the following Paragraph 3.
3. **TERMINATION FOR CONVENIENCE.** CATA, by written notice, may terminate the contract, awarded on the basis of this proposal, in whole or in part, when it determines it is in the best interest of CATA. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with its auditable cost incurred at the time of notification of termination. To the extent that the contract is for services and is so terminated, CATA shall be liable only for payment in accordance with the payment provisions of the contract for services rendered to the effective date of termination.
4. **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.
5. **DISPUTES (AFTER 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.
6. **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.

7. **NO ASSIGNMENT OF CONTRACT.** Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.
8. **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.
9. **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.
10. **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 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.
11. **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.
12. **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.

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.

**13. 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.

**14. Notices**

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. 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.

**16. Contract**

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

**END OF SECTION**

**EXHIBIT F  
 OFFER and GUARANTEES**

By execution below, the Bidder hereby offers to furnish the items as described herein. The Bidder also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

<b>FIRM'S NAME AND ADDRESS</b>			<b>PAYMENT REMITTANCE ADDRESS</b>	
<b>Name:</b>			<b>Name:</b>	
<b>Address:</b>			<b>Address:</b>	
<b>P.O. Box or Suite No.</b>			<b>P.O. Box or Suite No.</b>	
<b>City</b>			<b>City</b>	
<b>State</b>	<b>Zip</b>		<b>State</b>	<b>Zip</b>
<b>Contact Person:</b>				
<b>Telephone No.</b>	<b>Fax No.</b>	<b>E-Mail Address:</b>		
<b>FEDERAL EMPLOYER I.D. NUMBER:</b>		<b>SOCIAL SECURITY NUMBER:</b> (If Federal I.D. is not applicable)		
<b>Payment Terms:</b>		<b>Age of Firm:</b>		
<b>Disadvantaged Business Enterprise:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach the certificate from the certifying agency.				
<b>Minority Business Category:</b> <input type="checkbox"/> Female <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> Indian/Alaskan Native <input type="checkbox"/> Other <input type="checkbox"/> Not Applicable				
<b>Annual Gross Receipts:</b> <input type="checkbox"/> less than \$500,000 <input type="checkbox"/> \$500,000 to \$1 million <input type="checkbox"/> \$1 million to \$5 million <input type="checkbox"/> greater than \$5 million				
<b>Contractor's License Type:</b>				
<b>Contractor's License Number:</b>				
<b>License Expiration Date:</b>				
<b>NAME OF BIDDER (Type or Print)</b>			<b>TITLE OF BIDDER</b>	
<b>Signature of Contractor's Authorized Official</b>			<b>(Date Signed)</b>	

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

**EXHIBIT G**  
**IRAN ECONOMIC SANCTIONS ACT CERTIFICATE**

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In accordance with the Iran Economic Sanctions Act, Michigan 2012 PA 517, effective April 1, 2013, (MCL 129.311, *et seq.*), the undersigned certifies in support of its bid or proposal that it is not an Iran linked business as such is defined in the Act.

**Bidder:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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