

Additional Terms & Conditions

1. Acknowledge receipt of this order at once by returning a vendor/contractor signed Purchase ("PO") copy, naming shipping date to CATA either by email to purchasing@cata.org or by fax to 517-394-3733 or by U.S. Mail to CATA - Attention: Purchasing Department, 4615 Tranter Street, Lansing, MI 48910.
2. Do not execute at higher prices than previously quoted or charged without our written approval.
3. We allow no charge for boxing, packing or cartage, unless by agreement.
4. The right is reserved to cancel this order if not filled within a reasonable length of time.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expenses.
6. **TAXES:** CATA is exempt from payment of all Federal, State and local taxes in connection with this purchase order/contract (per subsection (a) Section 4a of the Sales Tax and Michigan Department of Treasury R 205.79 Rule 29(1)). The items being purchased are to be used or consumed in connection with the operation of CATA and are paid for directly to the seller by warrant on government funds.
7. **INFRINGEMENT OF PATENTS:** By accordance and in consideration hereof the vendor/contractor warrants that the above articles being purchased or any service involving research, developmental, experimental or demonstration work do not infringe on any United States patent, that the vendor/contractor will defend any suit that may arise in respect thereto, and that vendor/contractor will save CATA harmless from any loss which may be incurred by the same assertion of patent rights therein.
8. **CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY:** In accordance with Title VI and Title VII of the Civil Rights Act, 42 USC 2000d and 42 USC 2000e, the Americans With Disabilities Act, 42 USC 12132, the Age Discrimination in Employment Act, 42 USC 6102, Federal Transit law, 49 USC 5332, and Michigan Law, 1976 PA 453, 1976 PA 200 (all as amended), and Executive Orders 11246 and 11375, Vendor/Contractor and its subcontractors shall not discriminate against any employee or applicant for employment based on race, color, national origin, sex, age, marital status, veteran status, height, weight, family status, or disability that can be reasonably accommodated. The Vendor/Contractor shall further take affirmative action to employ minorities and women. Vendor/Contractor shall comply with implementing federal regulations relative to nondiscrimination and include the above requirements in all subcontracts financed in whole or in part with federal or state assistance. Further, each contract between Vendor/Contractor and 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.
9. **DBE/SBE/MBE/WBE PROGRAM:** CATA is committed to a policy of nondiscrimination in the conduct of its business. It is the policy of CATA to take affirmative action consistent with sound procurement principles and applicable law utilizing firms owned and controlled by economically disadvantaged individuals, minorities, and women. Vendors/Contractors shall afford all disadvantaged business enterprises (DBE's), small business enterprises (SBE's), minority business enterprises (MBE's), and women business enterprises (WBE's) every reasonable opportunity to participate in sub-contract work performed as part of this purchase order/contract.
10. **ENERGY EFFICIENCY:** Vendors/contractors shall recognize and comply with mandatory standards and policies relating to energy efficiency contained in State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
11. **COPELAND "ANTI-KICKBACK" ACT:** All vendors/contractors providing CATA with construction or repair services shall be in compliance with the Copeland "Anti-Kickback" Act 18 USC 874 as supplemented by Department of Labor regulations (29 CFR, Part 3). Each vendor, contractor, and sub-contractor is hereby prohibited from inducing, by any person employed in the construction, completion, or repair of CATA work/equipment, to give up any part of the compensation to which such person is otherwise entitled.
12. **DAVIS-BACON ACT:** All vendor/contractors providing CATA with construction services in excess of \$2,000 shall operate in compliance with the Davis-Bacon Act (40 USC 27a to a7) as supplemented by Department of Labor regulations (29CFR, Part 5). Under the terms of this statute, vendors, contractors and sub-contractors shall be required to pay wages to laborers, and mechanics, at a rate not less than the minimum wage specified in a wage determination made by the Secretary of Labor. Additionally, vendors, contractors, and sub-contractors shall be required to pay wages not less than once a week.
13. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** All vendors, contractors, and sub-contractors providing CATA with construction services in excess of \$2,000 and other contractual services in excess of \$2,500 which involves employment of mechanics or laborers, shall operate in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (26 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
14. **CARGO PREFERENCE:** By acceptance of this purchase order/contract, the vendor, contractor and sub-contractor agree to:
 1. Utilize privately-owned United States-flag commercial vessels in transporting at least 50 percent (%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities procured, contracted for, or otherwise obtained within or outside the U.S. pursuant to this contract, to the extent such cargo services are available at fair and reasonable rates via United States-flag commercial vessels.
 2. Furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments origination outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading (in English) for each shipment of cargo described in the paragraph above to CATA (through the prime contractor in the case of sub-contractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230.
15. **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 Purchase Order. Contractor's failure to so comply shall constitute a material breach of this Purchase Order.
16. **NO OBLIGATION BY THE FEDERAL GOVERNMENT:**
 - (1) CATA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Purchase Order, absent the express written consent by the Federal Government, the Federal Government is not a party to this Purchase Order and shall not be subject to any obligations or liabilities to CATA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Purchase Order.
 - (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with the Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provision.
17. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:**
 - (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Rights Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Purchase Order, 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 Purchase Order or the FTA assisted project for which this Purchase Order 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.
 - (2) 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 USC §5307, the Federal Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Contractor, or the applicable Federal law to the extent the Federal Government deems appropriate.
 - (3) 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.
18. **JURISDICTION:** This Purchase Order 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 Purchase Order will be in the Ingham County Circuit Court or the Federal District Court for the Western District of Michigan.
19. CATA's Standard Terms and Conditions of Procurement are available from CATA and incorporated herein by reference, including, without limitation, all required State and Federal procurement clauses.
20. Acceptance of this Purchase Order includes acceptance of all of the above Additional Terms and Conditions, except as otherwise provided in a written amendment or contract which has been executed by duly authorized officers of each of the parties.