

## Capital Area Transportation Authority



**4615 Tranter Street  
Lansing, MI 48910**

### REQUEST FOR QUOTE

<b>1. SOLICITATION NO:</b> RFQ # 2017-107	<b>2. ISSUE DATE:</b> March 27, 2017
<b>3. FOR INFORMATION CONTACT</b> <b>NAME:</b> Allan Currie <b>E-MAIL:</b> acurrie@cata.org	<b>PHONE:</b> 517.394.1100 ext. 2532 <b>FAX:</b> 517.394.3733

**4. DESCRIPTION:**  
 The Capital Area Transportation Authority (“CATA”) in Lansing, Michigan, is requesting quotes for **HVAC Preventive Maintenance and Service** in accordance with the Statement of Work, as described in Exhibit A.

The term of services will be one (1) year. This solicitation will result in a prevailing wage contract.

Services are requested at the following three locations:

- 1) CATA Corporate Office, 4615 Tranter Street, Lansing, MI 48910;
- 2) CATA Transportation Center (“CTC”), 420 South Grand Avenue, Lansing, MI 48933; and
- 3) CATA Multi-Modal Gateway, 1240 South Harrison Road, East Lansing, MI 48823.

**PRE-BID MEETING / SITE VISIT.** A Pre-Bid Meeting has been scheduled for **Friday, March 31<sup>st</sup>, 2017 beginning at 10:00 a.m.**, at the Tranter Street facility, immediately followed by walk-through’s at the Tranter facility, the Multi-Modal Gateway facility, and finally the CTC downtown location (420 South Grand Avenue). A CATA employee will escort you during these site visits. A sign-in sheet is required. Please check in at the front desk upon your arrival at the Tranter Street facility. Please note that attendance at the Pre-Bid Meeting and/or these site visits is NOT mandatory.

**QUOTES DUE By: 5:00 PM on FRIDAY, April 7<sup>th</sup>, 2017**

**5. FIRM OFFER PERIOD:** Offers shall remain firm for a period of **120** calendar days from the date specified above, or as amended.

**6.** If this Quote is accepted within the period specified in Block 5 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.

**7. The following Exhibits, if indicated, are included in this solicitation**

<b>X</b> EXHIBIT A – Statement of Work (with Attachment 1)	<b>X</b> EXHIBIT B – Pricing Schedule	<b>X</b> EXHIBIT C – CATA Terms & Conditions
<b>X</b> EXHIBIT D – Prevailing Wage Determination	<b>X</b> EXHIBIT E – Bidder’s Offer & Guarantees	<b>X</b> EXHIBIT F – Iran Economic Sanctions Act Certificate
<b>X</b> EXHIBIT G – Certification Regarding Debarment	<b>X</b> EXHIBIT H – Certification Regarding Lobbying	<b>X</b> EXHIBIT I – Buy America Certification

## **EXHIBIT A: STATEMENT OF WORK**

### **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, Delta, Delhi, and Meridian and Ingham County.

CATA has facilities at three separate sites that are to be serviced under this contract. The first is CATA's corporate complex at 4615 Tranter Street, Lansing, MI 48910. This site contains the administrative offices (24,000 square feet). The administrative offices are attached to a 120,000 square foot bus parking area and a 38,000 square foot vehicle maintenance garage. The second site is referred to as the CATA Transportation Center (“CTC”) and is 33,000 square feet, located at 420 South Grand Avenue, Lansing, MI 48933. The CTC is a public facility that acts as the main transportation hub for CATA's Lansing area routes. The third site is the CATA Multi-Modal Gateway facility, 1240 South Harrison Road, East Lansing, MI 48823. The Multi-Modal is a public facility and transportation hub from which Greyhound and Amtrak also provide services.

### **2. OBJECTIVES OF THE PROJECT**

The specific objectives for this Project are as follows:

(1) Secure a contract for preventative maintenance and repairs for HVAC at all three CATA facilities outlined above for the period of May 1, 2017 through April 30, 2018;

(2) Secure a contract for on-call services for plumbing, HVAC equipment and HVAC controls repairs at all three CATA facilities outlined above for the period of May 1, 2017 through April 30, 2018.

### **3. SCOPE OF WORK**

#### ***HVAC Preventative Maintenance Scope of Work***

Provide all services necessary for the routine preventative maintenance and repairs of HVAC equipment (see Appendix 1, Equipment List) at the three CATA locations outlined above.

- All work under this agreement to be performed during the hours of 8:00 AM to 5:00 PM except emergency repairs as authorized in advance by CATA.
- Equipment inspections will be performed semi-annually and quarterly, to ensure that all equipment is functioning properly and is in good operational condition.
- Air conditioning inspection must be completed by May 1<sup>st</sup> of 2016.
- Heating inspection must be completed by September 1<sup>st</sup> of 2016.
- Filter changes shall be performed semi-annually.
- Belts shall be changed annually.
- Lubricate all equipment quarterly and semi-annually where needed to permit bearing, gears and all contact wearing points to operate freely without undue wear.

- Cleaning of coils and condensing units (Brush, C02, or Water – no power washing) on an annual basis or as needed.
- The contractor responsibility for replacement refrigerant under this agreement shall not exceed 10% of the rated system charge per year for equipment listed in this agreement. CATA shall be responsible for the cost of any additional replacement refrigerant.
- While performing the PM service on all equipment, the technician must enable the equipment through the control system. Bypassing the control system to activate unit will not be allowed.
- Check operation of vehicle storage area automated ventilation system once a year. Test and calibrate all CO and NO2 sensors.
- Include a minimum of 10 hours telephone technical support each year for controls.
- Test ten (10) backflow preventers and provide owner with results annually.
- Glycol levels check and record; provide owner with results annually.
- Provide water treatment services annually, and add treatment as needed. If system develops a large leak or needs to be drained for repairs (over 10% of system) CATA shall be responsible for the cost of inhibitor to bring system back to normal. Provide CATA with type report.
- Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem occurs. Contractor will provide this service between scheduled service calls and respond onsite at CATA facility within four (4) hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24-hours per day, including holidays. Contractor will provide CATA with a firm price for the indicated repairs. Sufficient details, including itemized costs and repair time durations, are required.
  - Provide detailed procedures for emergency onsite response.

#### 4. CATA RESPONSIBILITY

CATA will provide:

- A complete list of all equipment to be covered under this proposal;
- CATA will promptly notify contractor upon the discovery of any unusual operating conditions;
- Reasonable and timely access to all equipment covered in this proposal;
- Copies of any existing reports; and
- Access to appropriate CATA facilities.

#### 5. 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 timely completion of each task.

**Meetings:** On each site visit, contractor's technician shall meet with CATA's project manager prior to performing planned maintenance or repairs to review the schedule and before leaving to note progress and problems found.

Contractor representative shall meet with designated CATA Project Manager or designee monthly to review current and planned maintenance program.

**Project Reports:** Within 30 days of completed planned maintenance inspections, Contractor will provide to CATA a typed report for all applicable equipment. This report must be specific to the type of equipment being serviced. This report will list Equipment Inspection Forms – Contractor must provide an equipment inspection form for each piece of equipment inspected. Inspection forms must include the date, equipment I.D., equipment location, model number, serial number, and technician name. Inspection sheets shall serve as a reference for local authorities, insurance carriers, and CATA technical personnel. **(Equipment Lists for each facility are attached.)**

**Equipment:** CATA reserves the right to add, remove, or substitute equipment for listed equipment to accommodate changes at CATA facilities and to make other changes desirable to CATA. Prior to making revisions, CATA and contractor will meet to discuss how the proposed revision will impact contractor's responsibilities.

**Repairs:** Upon completion of regular planned maintenance inspections, the need for repairs beyond the scope of preventative maintenance will be brought to the attention of CATA's project manager. Contractor will provide CATA with a firm price for the indicated repairs. Sufficient details, including itemized costs and repair time durations, are required.

Contractor's employees shall be neatly groomed and dressed; uniforms as described in vendor's proposal or as approved by CATA shall be worn by contractor's employees and each employee shall wear an identification badge.

Contractor's employees shall respect all of CATA's rules, including, but not limited to, CATA's Alcohol and Drug Policy, safety, smoking, and security of the buildings.

## 6. PROPOSAL REQUIREMENTS

- Contractor to list all Disadvantaged Business Entity ("DBE") firms to be involved in the project.
- Contractor to submit a Statement of Agreement with CATA Standard Terms & Conditions listed in this solicitation.
- Additional Information and Comment – include any other information that is believed to be pertinent, but not specifically asked for elsewhere.
- Contractor to submit executed certifications (attached): "Certification Regarding Debarment," "Buy America Certificate of Compliance," "Certification Regarding Lobbying," and "Iran Economic Sanctions Act Certificate."

## 7. COST OF PROJECT

- Contractor must list total fixed planned maintenance prices and costs as outlined in the Pricing Schedule, Exhibit B, attached, for all of CATA's facilities, including those at:
  - 4615 Tranter Street, Lansing, MI 48910;
  - 420 South Grand Avenue, Lansing, MI 48933; and
  - 1240 South Harrison Road, East Lansing, MI 48823;
- This proposal will result in a prevailing wage contract. Contractor must list hourly rates for both non-emergency and critical emergency HVAC repairs as outlined above for the term of the contract. A Task Order will be required for all services or repairs to equipment which are outside those listed in the Statement of Work / Scope of Work listed above.
- Overtime may be charged only if pre-approved by CATA and separately itemized as an extra cost at the agreed rates. Overtime rate will be for work performed outside the hours of 8:00 a.m. and

5:00 p.m. and on Sundays and Holidays. Time will be computed from the time leaving for CATA site to the time leaving the CATA site.

- CATA will reimburse the Contractor for the cost of material used in repairing CATA equipment at the actual cost paid by the Contractor for the material, less discounts, rebates, and other adjustments allowed Contractor, plus a percent of net cost, which shall be itemized on Contractor's invoice:

\$0 - \$999	-	<u>(% to be proposed)</u>
\$1,000 and above	-	<u>(% to be proposed)</u>

- Contractor may propose a fixed fee truck charge per visit for non-preventative maintenance service / repair calls.
- Contractor may propose a fixed fee gas surcharge per visit for non-preventative maintenance service / repair calls.
- All Contractor Invoices must include the following details:

Proper facility identification where work is to be performed

Proper equipment identification on which work is being performed

For Labor (prevailing wage):

The labor rate charged  $\times$  The actual number of hours worked = Subtotal.

For Cost of Materials:

The Manufacturer name, the Part number, the Contractor cost, the Markup on the Contractor cost charged = Subtotal.

Subtotal of Labor + Subtotal of Material Costs = Total of Invoice.

**EXHIBIT B  
 PRICING SCHEDULE**

**PLEASE NOTE: This solicitation will result in a prevailing wage contract.**

(A) The Price for preventative maintenance services shall be as follows:

CLIN	DESCRIPTION	TOTAL PRICE
1001	4615 Tranter Street, Lansing, MI 48910 Preventative Maintenance Services and Control System May 1, 2017 to April 30, 2018	\$
1002	420 South Grand Avenue, Lansing MI 48933 Preventative Maintenance Services and Control System May 1, 2017 to April 30, 2018	\$
1003	1240 South Harrison Rd., East Lansing, MI 48823 Preventative Maintenance Services and Control System May 1, 2017 to April 30, 2018	\$

(B) Repair Services. The following hourly rates shall apply to those plumbing services or repairs to HVAC equipment or system controls which are outside those listed in the Statement of Work / Scope of Work.

Plumbing, HVAC – Hourly Basic Labor Rate: \$ \_\_\_\_\_

Plumbing, HVAC – Hourly Overtime Labor Rate\*\*: \$ \_\_\_\_\_

\*\*Overtime may be charged only if pre-approved by CATA and separately itemized as an extra cost at the agreed rates. Overtime rates will be for work performed outside the hours of 8:00 a.m. and 5:00 p.m. and on Sundays and Holidays. Time will be computed from the time leaving for CATA site to the time leaving the CATA site.

(C) CATA will reimburse the Contractor for the cost of material used in repairing CATA equipment at the actual cost paid by the Contractor for the material, less discounts, rebates, and other adjustments allowed Contractor, plus the following percent of net cost, which shall be itemized as outlined in Exhibit A on Contractor’s invoice:

\$0 - \$999	-	_____
\$1,000 and above	-	_____

(D) Other Charges:

Fixed Fee truck charge per visit for non-preventative maintenance service / repair calls:	\$ _____
Fixed Fee Gas Surcharge per visit for non-preventative maintenance service / repair calls:	\$ _____
Fixed Fee charges (other) per visit for non-preventative maintenance service / repair calls (please list and label each charge separately – if any):	\$ _____
	\$ _____

**EXHIBIT C**  
**TERMS & CONDITIONS**

---

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. **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. N/A.

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 CFR 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 USC § 5301(d), § 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, The Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq, and the Architectural Barriers Act of 1968, as amended, 42 USC § 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 four (4) years from the date of final payment under this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.

5. CONFLICT OF INTEREST. The Contractor certifies that, to the best of its knowledge, no CATA employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this contract.

6. INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS. No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

7. DEBARMENT AND SUSPENSION. N/A

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. FEDERAL WAGE REQUIREMENTS FOR CONSTRUCTION CONTRACTS. 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. SEISMIC SAFETY. The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

21. 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.

22. RECOVERED MATERIALS. The Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act ("RCRA"), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247.

23. 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.

24. CARGO PREFERENCE. The Contractor agrees (a) to use privately owned United States Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States Flag commercial vessels; (b) to furnish within twenty (20) working days following the date of loading of shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of the rated, "on-board" commercial ocean bill of lading, in English, for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C., 20590. CATA (through the Contractor in the case of a subcontractor's bill of lading); and (c) to include these requirements in all subcontracts issued pursuant to this contract where the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

25. 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. 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.

3. This contract constitutes the entire contract between the parties and supersedes all negotiations, commitments, and previous contracts and may be modified only by a further written contract which is executed by a duly authorized officer of each of the parties.

4. A background and/or reference check may be performed by CATA on any vendor responding to this solicitation.

**END OF SECTION**

**EXHIBIT D**  
**WAGE DETERMINATION MI150084**

General Decision Number: MI170084 01/06/2017 MI84

Superseded General Decision Number: MI20160084

State: Michigan

Construction Type: Building

County: Ingham County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017

ASBE0047-002 07/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.22	16.48

BOIL0169-001 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 32.78	28.39

\* BRMI0009-009 08/01/2016

	Rates	Fringes
BRICKLAYER		
Bricklayer.....	\$ 28.82	18.65
Terrazzo and Tile Finisher..	\$ 19.91	14.26
Terrazzo and Tile Setter....	\$ 21.02	15.42

FOOTNOTE:

Solicitation No: RFQ 2017-017  
 Title: HVAC Preventative Maintenance & Service

---

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

-----  
 CARP1004-004 09/01/2016

	Rates	Fringes
CARPENTER (Soft Floor Layer, Including Carpet & Resilient Flooring).....	\$ 25.21	18.76

-----  
 CARP1004-018 09/01/2016

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 25.21	18.76

-----  
 CARP1102-002 06/01/2013

	Rates	Fringes
MILLWRIGHT.....	\$ 31.11	28.64

-----  
 ELEC0252-001 06/14/2016

Townships of Bunker Hill, Leslie, Onodaga & Stockbridge

	Rates	Fringes
ELECTRICIAN Alarm Installation & Low Voltage Wiring.....	\$ 27.84	13.478
Excludes Alarm Installation and Low Voltage Wiring.....	\$ 34.58	25.22

-----  
 ELEC0665-004 06/01/2016

Townships of Alaiedon, Aurelius, Delhi, Ingham, Lansing, Leroy, Locke, Meridian, Vevay, Wheatfield, White Oak and Williamson

	Rates	Fringes
ELECTRICIAN Alarm Installation & Low Voltage Wiring.....	\$ 26.53	15.75
Excludes Alarm Installation & Low Voltage Wiring.....	\$ 34.22	21.19

-----  
 ENGI0324-012 06/01/2016

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 37.33	22.80
GROUP 2.....	\$ 34.03	22.80
GROUP 3.....	\$ 31.38	22.80
GROUP 4.....	\$ 29.67	22.80
GROUP 5.....	\$ 29.67	22.80
GROUP 6.....	\$ 23.81	22.80
GROUP 7.....	\$ 21.33	22.80

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Concrete Pump; Crane; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

-----  
 IRON0025-001 06/01/2015

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 28.30	24.60
STRUCTURAL (Excluding Metal Building Erection)....	\$ 33.78	27.84

-----  
 LABO0499-012 10/01/2016

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick; Mason Tender -		

Solicitation No: RFQ 2017-017  
 Title: HVAC Preventative Maintenance & Service

Cement/Concrete; Pipelayer; Sandblaster.....	\$ 23.65	12.85
-----		
PAIN0845-001 06/16/2016		
	Rates	Fringes
PAINTER: Brush, Roller, Spray and Paperhanging.....	\$ 23.00	12.24
PAINTER: Drywall Finishing/Taping.....	\$ 26.00	12.89
-----		
PLAS0016-011 04/01/2014		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.64	12.88
-----		
PLUM0333-006 06/01/2016		
	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 34.89	21.13
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 34.89	21.13
FOOTNOTE:		
Paid Holidays: Memorial Day, Independence Day and Labor Day, if the employee works the work day preceding and following the holiday unless proven illness or injury prevents the employee from working.		
-----		
ROOF0070-003 06/01/2016		
	Rates	Fringes
ROOFER.....	\$ 28.13	14.13
-----		
SFMI0669-001 04/01/2016		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 33.62	18.02
-----		
SHEE0007-004 05/01/2014		
	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation).....	\$ 27.82	19.55
-----		
SUMI2011-009 02/01/2011		

Solicitation No: RFQ 2017-017  
 Title: HVAC Preventative Maintenance & Service

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
LABORER: Landscape & Irrigation.....	\$ 8.00	0.00
METAL BUILDING ERECTOR.....	\$ 16.92	6.32
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.34	7.57
OPERATOR: Bulldozer.....	\$ 20.63	8.21
OPERATOR: Grader/Blade.....	\$ 22.00	6.29
OPERATOR: Tractor.....	\$ 19.10	8.48
TRUCK DRIVER: Dump Truck.....	\$ 16.00	7.26
TRUCK DRIVER: Lowboy Truck.....	\$ 14.50	0.44
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57	1.18

-----  
 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
 =====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
 The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



**EXHIBIT E  
 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>	
Name:		Name:	
Address:		Address:	
P.O. Box or Suite No.		P.O. Box or Suite No.	
City		City	
State	Zip	State	Zip
<b>Contact Person:</b>			
Telephone No.	Fax No.	E-Mail Address:	
<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 QUOTE**

**EXHIBIT F**  
**IRAN ECONOMIC SANCTIONS ACT CERTIFICATE**

---

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 QUOTE**

**EXHIBIT G**  
**CERTIFICATION REGARDING DEBARMENT**

---

The prospective contractor certifies, by submission of this bid or Bid, that neither it nor its "principals" as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Central Florida Regional Transportation Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Central Florida Regional Transportation Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name of Contractor's Authorized Official

\_\_\_\_\_  
Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR QUOTE**

---

**EXHIBIT H**  
**CERTIFICATION REGARDING LOBBYING**

---

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]. Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

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

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR QUOTE**