
Capital Area Transportation Authority

Transit Asset Management Plan

Request for Proposal – Project # 2018-113

SCHEDULE OF ACTIVITIES

RFP Released:	June 22, 2018
Written Questions Due to CATA:	July 2, 2018 @ 2:00PM EST
CATA's Responses to Questions Released:	July 6, 2018
Number of Proposals and Due Date:	Submit (7) proposal copies and (1) electronic ("PDF") copy on CD/DVD or flash drive by 2:00 PM EST on July 13, 2018
Anticipated Award Date:	August 2018

Released on: June 22, 2018

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SECTION I: PROCUREMENT PROCESS

I-A Issuing Office

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

All communications regarding this project during the procurement process must be in writing and addressed to CATA’s Purchasing & Contracts Department:

Ms. Nicole Wilson
Purchasing & Contracts Manager
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910
E-mail: purchasing@cata.org

I-B Project Management

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

Ms. Janet Arcuicci
System Planner
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

I-C Project Oversight

The oversight of this CATA Project is the responsibility of the CATA Project Manager, or designee, named in Project Management Section I-B above.

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

I-D Incurring Costs

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

I-E Contract Term

The term of the proposed contract will commence on the date of the executed contract, and continue for a one (1) year period.

I-F Contract Extension

An optional extension of up to one (1) year is possible if respondents identify additional tasks necessary for the implementation of the TAM plan. Additional details can be found in the scope of work under Task 8, Optional Implementation Elements.

I-G Type of Contract

CATA reserves the right to award without scheduling a pre-proposal meeting, or providing a short-list of Contractors or holding short-list interviews or presentations. The award of this solicitation will result in a **Fixed Price Contract**.

I-H Questions/Changes to the RFP

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

I-I Pre-Proposal Meeting

Not Applicable.

I-J Proposals

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

Late proposals which are received after the Proposal Due Date may be considered, if the respondent establishes to CATA's satisfaction within five (5) days of the Proposal Due Date that the delay was due to an independent event outside the control of respondent, such as acts of God or the public enemy, war, national emergency, labor strikes, the failure of the U. S. Postal Service to deliver first-class, registered, or certified mail within five (5) days, or the failure of a national courier service recognized by CATA to deliver as guaranteed or specified. CATA will require documentation

to excuse late delivery, including, but not limited to, signed statements or affidavits, postmarks, original postal receipts, courier receipts, and shipment tracking logs in a form satisfactory to CATA. All proposals submitted in response to this RFP will become the property of CATA and will not be returned to the respondent.

I-K Submission Requirements

The following information is required to be submitted with the proposal.

1. A narrative of the approach to the scope of work
2. An organizational chart
3. A list of three references
4. Appendix B: Price Sheet must be submitted

I-L Acceptance of Proposal Content

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

I-M Economy of Presentation

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

I-N Primary Contractor Responsibilities

The selected contractor(s) (Primary Contractor) will be required to assume responsibility for all services offered in its proposal whether or not the contractor performs them. Further, CATA will consider the selected respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

If any part of the work is to be subcontracted: All subcontracted work to which costs will be passed through CATA or outside services must comply with CATA's procurement procedures. All bidding summary sheets must be attached to subcontractor receipts/invoices and sent to CATA. Any sole-source awards must be documented, and this documentation must be attached to the invoice submitted to CATA.

The primary contractor is responsible for adherence by the subcontractors to all provisions of the contract. CATA must review and approve, in writing, all subcontractors. All subcontractors must be included in the initial proposal with descriptions of the firm's qualifications and the qualifications of the key individuals assigned to this project. The primary contractor is responsible for any subcontractor's project quality and performance in meeting deadlines.

The primary contractor should make every effort to include Disadvantaged Business Enterprises in this project.

I-O Other Duties Assigned by CATA

Because of the nature of this project, CATA is unable to determine all possible work components and tasks to be completed. The Contractor may be asked to provide additional services not outlined in this RFP. When additional duties beyond those outlined in this RFP and in the Contractor's proposal are identified, CATA and the contractor will discuss the contractor's ability to complete this work. If CATA determines the contractor

should conduct the additional work, contractor will provide a Request for a Task Order describing the work to be done and all associated costs. A written task order will then be issued by CATA.

I-P Selection Criteria

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

Evaluation Criteria:

1. **Project Approach:**

- The Consultants should outline how they propose to undertake and complete a TAM plan and its required elements in a short timeframe.
- The proposal should display an understanding of FTA's TAM requirements and its applicability to CATA as a Tier II agency.
- The project approach should discuss how the respondent plans to include best practices for the creation of the TAM plan.

2. **Professional Experience**

- The proposal demonstrates that the respondent's team has a high level of relevant experience and expertise in the creation of other TAM plans for Tier II agencies.
- The proposal lists three company references that will illustrate the respondent's past record of performance on similar assignments.
- The proposal lists the key individuals from the primary agency and any named subcontractors along with their experience and previous work on similar projects.
 - Each contractor should make every effort to include Disadvantaged Business Enterprises in this project.

3. **Price**

- The proposal clearly defines how long each task will take to complete.
- The proposal clearly describes which members of the project team will be assigned to each task, as well as their hourly rates.

CATA will constitute an ad hoc committee to evaluate all proposals. Those firms deemed by CATA to be most responsive to the needs of CATA may be asked to make oral presentations to CATA and to discuss terms for the procurement. The firm(s) determined to be the most highly qualified based on the submitted proposal and any oral presentation may be asked to enter final negotiations. If the most qualified firm is unable to consummate an agreement with CATA, then the next most qualified firm will be considered for award, and so on. At any time during this process, CATA reserves the right to re-bid, award, or cancel the project.

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

I-Q Oral Presentation

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

duration to be determined by CATA). If an oral presentation is required, the vendor shall be responsible for all related costs, including travel, meals, lodging, etc.

I-R Independent Price Determination

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

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

Each person signing the proposal certifies that she/he:

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

I-S Pricing and Payment

The Contractor shall submit a proper invoice 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. Time Period covered by Invoice
3. Description of Work Completed
4. Contact Person and Phone Number
5. Payment Remit Address

The Project Manager or designee will provide individual project budgets before any work is authorized to begin. The Contractor must keep project costs within that amount unless the Project Manager agrees to a change before costs are incurred. The vendor must list specific CATA-budgeted projects and activities for each item/service charged to CATA on invoices.

Agency invoices and subcontractor receipts/invoices should clearly show that no mark-up costs, commissions or sales taxes were incurred. CATA will not pay mark-up or tax on any outside services which are obtained by the Contractor on CATA's behalf. CATA will pay for outside services directly to avoid any mark-up or sales tax.

SECTION II: STATEMENT OF WORK

II-A Scope of Work and Technical Specifications

The Capital Area Transportation Authority (CATA) is a public transit authority that operates public transportation bus and paratransit services across metropolitan Lansing, Michigan. CATA's service area includes all 559 square miles of Ingham County and extends into portions of Eaton County and Clinton County. CATA also provides services on the campus of Michigan State University. Founded in 1972, CATA has grown to provide service on 32 routes system-wide to nearly 10.2 million rides in Fiscal Year 2017.

As the region's public transportation provider, CATA operates four facilities in its service area. Headquartered in Lansing, the Administrative Offices are home to the executive office; all administrative departments; and the bus storage facility, which houses CATA's directly operated fleet, maintenance, and operations. The CATA Transportation Center (CTC) located in downtown Lansing is the central boarding hub and transfer point for 16 CATA routes, Greyhound and Indian Trails intercity bus services, the customer information center, on-site security, and a coffee shop.

On MSU's campus, the MSU-CTC is the main boarding center for CATA routes serving MSU and is adjacent to one of several campus parking ramps. As the region's primary multimodal transportation facility, the state-of-the-art Capital Area Multimodal Gateway, operated by CATA is the authority's newest facility. The Gateway offers seamless access to rail, city, regional and national bus lines, and local taxi services. The Gateway is served by three CATA fixed-routes.

CATA operates transportation services that are in a continual process of improvement and change. While CATA is in this process of change, maintenance of the system is the focus of increased efforts. There is a need for long-range asset management planning to comply with federal regulations and to help keep the bus system meeting passenger expectations for safe, reliable and high quality transit service.

CATA currently utilizes a third party contractor under a multi-year agreement to operate a portion of our paratransit operations.

General Terms and Definitions

To minimize potential conflicts of communication, below are CATA's definitions:

- **Accountable Executive** – A single, identifiable person who has ultimate responsibility for carrying out the safety management system of a public transportation agency; responsibility for carrying out transit asset management practices; and control or direction over the human and capital resources needed to develop and maintain both the agency's public transportation agency safety plan, in accordance with 49 U.S.C. 5329(d), and the agency's transit asset management plan in accordance with 49 U.S.C. 5326.
- **Transit Asset Management (TAM)** – The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation.
- **Transit Asset Management (TAM) System** – The strategic and systematic process of administration, operating, maintaining, and improving transit capital assets effectively, throughout the life cycles of those assets. The overarching title for the entire asset management work effort.

- **Transit Asset Management Plan (TAMP)** – A plan that includes an inventory of capital assets, describes the methodology for condition and risk assessments of each asset and provides guidance for how each of CATA’s assets should be life-cycled. It will also identify and provide a strategy for implementing the business practices needed for CATA to maximize the value of having a Transit Asset Management System. The plan should also include a prioritization of investments. In addition, the plan shall contain the required elements as described in FTA’s 49 CFR part 625 Subpart C.
- **Horizon period** – means the fixed period of time within which a transit provider will evaluate the performance of its TAM plan. A TAM plan must cover a horizon period of at least four (4) years.
- **Inventory** – A record of an individual asset containing specific asset attributes such as description, cost, age, location and other key information.
- **Investment prioritization** – Transit provider’s ranking of capital projects or programs to achieve or maintain a State of Good Repair (SGR). An investment prioritization is based on financial resources from all sources that a transit provider reasonably anticipates will be available over the TAM plan horizon period.
- **State of Good Repair (SGR)** – The condition in which a capital asset is able to operate at a full level of performance. A capital asset is in a state of good repair when that asset:
 - Is able to perform its designed function,
 - Does not pose a known unacceptable safety risk, and
 - Its lifecycle investments must have been met or recovered.
- **State of Good Repair (SGR) Database** – A consolidated, centrally located database used for tracking asset data. Initially populated with baseline conditions and then continually updated through the daily/weekly/monthly/annual workflows identified in the TAM.
- **Tier II Provider** – A recipient that owns, operates, or manages one hundred (100) or fewer vehicles in revenue service during peak regular service across all non-rail fixed route modes or in any one non-fixed route mode.
- **Decision Support Tool** – An analytic process or methodology: The process or methodology will help prioritize projects to improve and maintain the state of good repair of capital assets based on available condition data and objective criteria. The process or methodology will need to assess financial needs for asset investments over time. The tool will provide a means to analyze the data within the SGR database to assist in transparent and fact-based decisions.

II-B Project Objective

CATA seeks to develop a Transit Asset Management (TAM) System to optimize processes, records and efforts related to asset management from funding application to asset disposal. CATA also seeks to develop a long-range Transit Asset Management Plan (TAMP) to maintain the CATA system in a State of Good Repair (SGR). The TAMP must cover a period of four years. CATA is a Tier II agency under FTA guidelines.

The TAM plan is required to have the following elements:

Element	Brief Description
An inventory of assets	A register of capital assets and information about those assets.

Element	Brief Description
A condition assessment of inventoried assets	A rating of the assets' physical state; to be completed for assets an agency has direct capital responsibility for; should be at a level of detail sufficient to monitor and predict performance of inventoried assets.
Description of a decision support tool	An analytic process or tool that (1) assists in capital asset investment prioritization and/or (2) estimates capital needs over time. <i>Does not necessarily mean software</i>
A prioritized list of investments	A prioritized list of projects or programs to manage or improve the SGR of capital assets.

CATA requires that the TAM plan satisfy all needs and requirements to make CATA fully Federal Transit Administration (FTA) compliant as detailed below. Further, CATA requires that the TAM System assist in efficiently administering the TAMP and correspond to National Transit Database required reporting.

Moving Ahead for Progress-21 (MAP-21) and Fixing America's Surface Transportation Act (FAST Act) took effect October 1, 2012 and December 4, 2015 respectively. MAP-21 included new federal requirements for FTA grantees to prioritize investments in transit assets to bring their systems into a SGR. FTA issued a final TAM rule, 49 CFR parts 625 and 630 on July 26, 2016, which implements regulations to establish a National Transit Asset Management system and became effective October 1, 2016. The regulations define what it means to be in a SGR, set objective standards for measuring the conditions of capital assets, and establish performance targets to attain a SGR.

FTA grantees and their sub-recipients are required to develop and implement a TAMP within two years of the rules effective date that include, at a minimum: capital asset inventories, condition assessments and investment prioritization. In addition, recipients of FTA formula funding will be required to report on the condition of their systems, changes in condition since the last report, targets set using FTA performance measures and progress towards meeting the targets. Metropolitan Planning Organizations (MPOs) and States will be required to coordinate their performance targets with the SGR targets set by transit agency grant recipients within their jurisdictions. A more integrated TAM system will also help CATA budget and communicate funding needs to its regional MPO, Tri-County Regional Planning Commission (TCRPC) by directly linking quality of service to assets that are well managed and maintained.

CATA seeks to develop a centralized TAM system that will track and monitor the age and condition of its assets. The TAM system will identify the data and processes needed for decision-making such that the use of limited funding can be applied to the most critical State of Good Repair (SGR) projects. By implementing the procedures and tools identified for this TAM system, CATA seeks to improve its stewardship over its physical assets, identify risks, reduce maintenance and life cycle costs, make better-informed capital investment decisions and enhance quality of service. A successful program will give CATA the ability to:

- Provide for a more robust accounting of all CATA's assets and their condition;
- Quantify the level of funding required to optimize life cycle assets over time;
- Demonstrate the benefits and costs associated with investment decisions; and
- Make better, more informed resource allocation decisions that are linked to agency goals and that are understood and supported by the entire organization.

CATA seeks to leverage the best management practices and lessons learned by other transit properties, which have implemented their own TAM systems, albeit scaled to the size of the CATA.

As a recipient of Federal financial assistance under 49 U.S.C. Chapter 53 for agencies that own, operate, or manage capital assets used in the provision of public transportation, CATA is required to report performance targets and progress towards meeting those targets to the National Transit Database in accordance with the FTA's Final TAM Rule. CATA requires the Consultant deliverables from this contract be in compliance with the NTD reporting requirements set forth in 49 CFR Parts 625 and 630.

In general, the development of a Transit Asset Management System is an aggregation of the following: Inventory, Baseline Condition Assessment, Decision Support Tool, Prioritization Plan, Asset Management Plan and SGR Database.

II-C Tasks and Deliverables

In coordination with the CATA project team, the Consultant will be responsible for seven (7) project tasks, each with specific sub-tasks and a total of sixteen (16) deliverables that will inform the CATA Transit Asset Management System. Consultants who wish to propose additional implementation elements may complete Task 8, Optional Implementation Elements. On page 21 there is a table identifying all tasks and deliverables. Tasks may be completed in conjunction with each other to maximize efficiencies.

TASK 1: Project Management Plan (PMP)

1.1. Project Management Plan Objective:

A brief PMP will assist in managing the daily activities of the TAM effort and coordinate interactions between the Consultant and CATA.

1.2. Project Management Plan Requirements:

CATA is seeking a collaborative process in the development of the TAM. As such, the PMP will ensure the many interactions necessary to deliver a successful project to completion. The development of the PMP shall:

1. Be completed within 14 days of the Notice to Proceed.
2. Include a kick-off meeting between the Consultant and CATA to review the draft PMP; discuss the approach, tasks and project objectives; and confirm expectations, requirements and key milestone dates. This meeting may be conducted via conference call.
3. Include a project schedule that includes all activities, critical path items, estimated activity durations, product submittal dates and relationships among work tasks.
4. Incorporate project team meetings on a bi-weekly basis to review project status and to resolve key issues to prevent schedule delays and cost overruns. Meeting agendas and minutes shall be prepared and submitted by the Consultant within five (5) business days of the meeting.
5. Require the submittal of monthly progress reports to CATA in order to document progress to date, track project budget, detail upcoming work and identify crucial issues.

1.3. Project Management Plan Deliverables & Schedule:

Deliverable No.	Deliverable	Description
1	Project Management	The PMP shall describe the roles and hours of the Consultant and CATA staff within an organization chart, general schedule of project and an action item matrix. This should occur as soon as a signed contract is in place.
2	Progress Reports	Progress reports will be prepared to summarize project work progress and budget status on a monthly basis, or more frequently, throughout the project duration. These should be provided monthly.
3	Project Meetings	Project status meetings will be scheduled on a weekly or a bi-weekly basis depending on project process. Additional project meetings will be organized with an identified objective/purpose..

TASK 2: Transit Asset Management (TAM) Plan**2.1. Transit Asset Management Plan Objective:**

Prepare a comprehensive and practical TAMP that will serve to improve CATA business processes for management of its assets along with allocation and utilization of its resources; bring CATA into alignment with industry best practices and FTA MAP-21/FAST/49 CFR part 625/other related regulations performance reporting requirements. The TAMP will serve as a guideline for the implementation of the system within each of CATA's transit asset categories (i.e., rolling stock, equipment and facilities). **The final plan is due from the consultants on September 26, 2018, in advance of the October 1, 2018 FTA deadline.** However, a deadline extension may be possible.

2.2. Transit Asset Management Plan Requirements:

CATA seeks input from the Consultant to help determine the best framework and methodology for developing and preparing the TAMP. However, it is expected that key benefits and characteristics of the TAMP will, at a minimum, contain the elements as described in 49 CFR part 625 Subpart C and address the following:

1. Outline how people, processes, and tools come together to address asset management policy and goals.
2. Provide accountability and visibility for furthering understanding of leveraging asset management practices.
3. Support planning, budgeting, and communications to internal and external stakeholders.
4. Designate an Accountable Executive within CATA and outline roles and responsibilities.
5. Establish TAM and SGR policies, strategies and objectives to provide the principles and framework for asset management and control, supporting the organizational strategic plan with specific measurable outcomes.
6. Clearly define or redefine against prevailing Generally Accepted Accounting Principles related to capital assets and replacements.
7. Recommend policies and procedures for staff and contractors to integrate TAM tasks into daily business operations, as well as develop a high-level programming schedule for all required tasks.
8. Incorporate consideration of critical milestones such as Transportation Improvement Program (TIP), Program of Projects (POP) deadlines, and other critical dates.
9. Provide the necessary criteria by which decisions can be made to acquire, record, utilize, renew or dispose, and maintain assets and to determine how those assets should perform and be monitored.
10. Inventory all relevant transit assets including but not limited to, both non-revenue and revenue vehicles, operating facilities and their major components, equipment, communications and fare collection systems.
11. Consider new fleet, technology and facility investments beyond the current inventory to improve the system, with the intention of minimizing the operations costs through the balanced expense of capital improvements.
12. Derive an understandable, practical condition and risk rating based on inspections and performance or failure records for individual assets. The TAMP will develop the methodology and define the criteria so as to achieve consistent condition assessments and risk assessments by asset type.

13. The TAMP will state what, by whom, how and when actions are required. It will provide guidance on how to continually update the SGR Database from maintenance management systems already in place and/or those recommended.
14. Achieve a scope which is deliverable, practical and scaled to the resources and abilities of the Authority. Documented and communicated TAM actions should be optimized and prioritized for different systems or assets.
15. Produce comprehensive document that will serve as a guide to implement the TAMP within each of CATA's transit asset categories (i.e., vehicles, facilities, etc.). This guide will be task-oriented.
16. One editable master file type should be provided for final TAMP and Asset Management Implementation Guide to allow updates as federal rules change.
17. Prepare reusable training documentation that shall identify the purpose, proper use and content of the deliverables. It is expected that live training to key CATA personnel and contractors will be required.
18. A final list of recommended capital investments by timeframe.

2.3. Asset Management Plan Deliverables & Schedule:

Deliverable No.	Deliverable	Description
4	Transit Asset Management Plan	Final asset management plan document for CATA. The document will provide a preliminary projection of timing and cost of vehicle and facilities rehabilitation and/or replacement. The analysis must be based on the condition ratings developed from the Baseline Assessments. and requires the incorporation of all assets and federal requirements. The final plan is due from the consultants on September 26, 2018, in advance of the October 1, 2018 FTA deadline.
5	Draft Asset Management Plan Implementation Guide	Draft copy of comprehensive guide of the tasks required to implement the TAMP within each of CATA's asset categories. The draft implementation guide can be completed after the TAMP has been completed.
6	Asset Management Plan Implementation Guide	Final comprehensive guide of the tasks required to implement the TAMP within each of CATA's asset categories. The final implementation guide can be completed after the TAMP has been finalized.

TASK 3: Inventory of all Capital Items per FTA guidelines

3.1 Inventory Objective:

Develop and implement a capital asset inventory system that will strategically categorize, code and define data to be collected for each asset type. Develop a database that will centralize asset tracking and more accurately quantifies the current state of CATA's assets.

3.2 Inventory Requirements:

For background purposes, the following describes CATA's current Rolling Stock.

CATA operates 98 fixed-route vehicles with 77 in peak service. In addition, CATA has 109 paratransit vehicles (including those with purchased services) with 87 in peak service. The breakdown of the fleet is as follows:

- Standard 40-foot transit buses (including 55 hybrids);
- Articulated 60-foot transit buses (including 5 hybrids);
- Medium-duty hybrids;
- 25-foot buses;
- 2 trolley buses;
- 1 30-foot shopping bus and
- Low-floor passenger vans

CATA seeks input from the Consultant to help determine the best framework and methodology for developing and preparing the asset inventory. The Consultant will inventory and create the framework for a database of all CATA's capital assets. The Consultant shall research and perform a needs assessment to recommend an inventory and database solution that will, at a minimum, address the following:

1. Asset structure: Recommend the organization and structure of asset categories in the SGR Database so as to more closely conform to the structure in the FTA Transit Economic Requirements Model (TERM) Lite and in compliance with current and known FTA guidelines, related CATA policies, and TAM needs.
2. Asset detail: Identify the optimal level of asset line item granularity in the SGR Database by addressing fundamental "level-of-detail" questions such as:
 - How small or large should an "asset" in the inventory be (e.g., is the entire bus an "asset" made up of subcomponents, or is each subsystem a separate asset)?
 - What is the most efficient asset breakdown structure (ABS) for the agency to adopt, considering present asset data needs, future asset data needs and FTA movement toward ABS standardization?
 - What level of detail is required for each asset type for capital planning purposes?
 - How much detail is worth the cost of data collection?
 - How do we balance the burden of maintaining data going forward with the usefulness of additional detail?
 - How can we synchronize the SGR Database with data that exists in maintenance management systems?
3. Asset data: Determine the data to be collected for each asset line item (e.g., year put in service, useful life, replacement cost, location, impacted ridership). In addition, identify opportunities for linking data to existing enterprise asset management systems (e.g., Michigan Department of Transportation) and/or databases (such as the National Transit Database) in order to import/export data and minimize manual data entry.

At a minimum, the following will need to be inventoried:

- a. All non-revenue service vehicles and equipment over \$50,000.
 - b. Revenue vehicles by type, considering the recently completed vehicle assessment of large and small bus.
 - c. CATA's four facilities using the TERM scale.
4. Equipment Inventory Requirements:

An inventory of the equipment will also need to include required data elements for FTA Section 5307 grants.

- | | |
|---|--------------------------------------|
| a. Description of Property | f. Acquisition Cost |
| b. Identification Number or serial number | g. Federal Participation percentage |
| c. Title Holder/Name | h. Location |
| d. Federal Award Information Number: FAIN and Source of Funding | i. Useful life (per FTA C. 5010.1 E) |
| e. Acquisition Date | j. Use and condition |

- k. Disposition data, including date of disposal and sale price, or method used to determine fair market value.
5. All other asset types federally required condition Assessments, such as, but not limited to:
- Revenue Collection Systems
 - Communications Systems/Phone Systems
 - Security Camera Systems
 - Passenger Information Systems
 - IT/Network Systems

3.3 Inventory Deliverables and Schedule:

Deliverable No.	Deliverable	Description
7	Inventory	Inventory system recommendation that strategically categorize, code and define data to be collected for each asset type.
8	State of Good Repair Database	Database developed in conjunction with the final Transit Asset Management Plan, the Inventory of all required capital items and SGR Database will provide a central repository for asset management activities.

TASK 4: Baseline Assessment

4.1 Baseline Assessment Objective:

Provide an objective condition rating to all relevant existing assets and to provide a populated initial SGR Database. Such assessments shall cover all asset types as required by FTA.

4.2 Baseline Assessment Requirements:

This effort will require coordination with the SGR Database and TAM development efforts to ensure that the required data is collected and so that the condition ratings follow a consistent methodology. CATA seeks input from the Consultant to help determine the best framework and methodology for performing the baseline assessments. It is expected that the effort will, at a minimum, address the following:

- All elements required in the Asset Inventory Module (AIM) for NTD: The data must be formatted in a way that is easily transferable to the forms. The data elements needed are contained within the following forms:
 - Transit Asset Management Performance Measure Targets (A-90)
 - Transit Asset Management Facilities Inventory (A-15)
 - Revenue Vehicle Inventory (A-30)
 - Service Vehicle Inventory (A-35)
- Facility Assessments (including sub-assets and related assets as defined by FTA TAMP)
 - CATA Administration Offices/Maintenance/Storage Facility – 4615 Tranter Street, Lansing, MI 48910
 - CATA Transportation Center (CTC) – 420 South Grand Avenue, Lansing, MI 48933
 - Capital Area Multimodal Gateway, Operated by CATA – 1240 S. Harrison Road, East Lansing 48823
 - MSU-CATA Transportation Center (MSU-CTC) – Shaw Parking Ramp, MSU Campus, East Lansing, MI 48823

To determine the overall condition of a facility, the consultant should inspect and assess the following at a minimum:

- Substructure
- Shell

- c. Interiors
- d. Conveyance (Elevators and Escalators)
- e. Plumbing
- f. HVAC
- g. Fire Protection
- h. Electrical
- i. Site
- j. Equipment (for Administrative and Maintenance Facilities)

The consultant will be required to rate the facilities using the FTA TERM scale, which is as follows:

Term Rating	Condition	Description
Excellent	4.8-5.0	No visible defects, near –new condition
Good	4.0-4.7	Slightly defective or deteriorated components
Adequate	3.0-3.9	Moderately defective or deteriorated components
Marginal	2.0-2.9	Defective or deteriorated components in need of replacement
Poor	1.0-1.9	Seriously damaged components in need of immediate repair.

3. Vehicle Assessments

A. Revenue Vehicles (Directly Operated)

- i. Review the January 2018 maintenance inventory and identify gaps for TAM reporting requirements.
- ii. Review the maintenance history for each vehicle.
- iii. Based on the recent inventory, identify if a mechanical inspection of each vehicle and vehicle subsystem is required or redundant given the recent inventory. If it is required, the consultant should assess condition and risk ratings as defined in the TAMP:
 - 1. Frame
 - 2. Exterior
 - 3. Drivetrain
 - 4. Safety Systems
 - 5. Passenger Interior
 - 6. Driver Area
 - 7. Pneumatic System
 - 8. HVAC System
 - 9. Lighting System
 - 10. Tires/Wheels
 - 11. Suspension System
 - 12. Brakes
 - 13. ADA lift
 - 14. Utilize vehicle manufacturer maintenance manuals to identify additional systems for evaluation not identified explicitly in this RFP
- iv. Assign ratings to each vehicle subsystem
- v. Aggregate a vehicle rating from the vehicle subsystem ratings

B. Revenue Vehicles (Purchased Transportation) and Non-Revenue Vehicles

- i. Review the maintenance history for each vehicle
- ii. Perform a mechanical inspection of each vehicle and vehicle subsystem to assess condition and risk ratings as defined in the TAMP:
 - 1. Frame
 - 2. Exterior
 - 3. Drivetrain
 - 4. Safety Systems
 - 5. Passenger Interior
 - 6. Driver Area
 - 7. Pneumatic System
 - 8. HVAC System
 - 9. Lighting System
 - 10. Tires/Wheels
 - 11. Suspension System
 - 12. Brakes
 - 13. ADA lift
 - 14. Utilize vehicle manufacturer to identify additional systems for evaluation not identified explicitly in this RFP

- iii. Assign ratings to each vehicle subsystem
 - iv. Aggregate a vehicle rating from the vehicle subsystem ratings
4. All other asset types federally required condition assessments, such as, but not limited to:
- Revenue Collection Systems
 - Communications Systems
 - Security Camera Systems
 - Passenger Information Systems
 - IT/Network Systems

4.3 Baseline Assessment Deliverables & Schedule:

Deliverable No.	Deliverable	Description
9	Preliminary Baseline Assessment	The Preliminary Baseline Assessment will be necessary to achieve completion of the Preliminary Asset Management Plan which covers vehicles and facilities.
10	Baseline Assessment	The Baseline Assessment will build upon the preliminary assessment and be coordinated with the TAMP and be used for the initial population of data in the SGR database. It shall include all federally required asset types.

TASK 5: Decision Support Tool

5.1 Decision Support Tool Objective:

Facilitate the discussion for the identification of CATA's needs in regards to a Decision Support Tool that will optimize the allocation of limited resources and the prioritization of proposed capital investment projects that best achieve CATA's objectives and provide an optimal quality of service. This does not necessarily mean software. However, for the purpose of this RFP, CATA seeks the development of such a process, including the initial decision support tool for the submission of the TAM plan. In addition, CATA would like recommendations for how to maintain the tool after the initial TAM plan. CATA is also seeking recommendations on whether software or a custom database is recommended for implementation.

5.2 Decision Support Tool Requirements:

CATA seeks input from the Consultant to help determine the best framework and methodology for developing and preparing the decision support tool. The tool should be appropriately scaled to the size, type and complexity of CATA's asset catalog. The consultant shall research and perform a needs assessment so as to recommend a support tool that will, at a minimum, address the following:

1. Optimize the prioritization of proposed capital projects and allocation of limited resources, at both the agency level and for individual departments.
2. Already be fully functional at one or more existing business entities; preferably a transportation service provider.
3. Representative of the prevailing technology available on the market today.

4. Incorporate both quantitative and qualitative information.
5. Allow for collaboration by multiple stakeholders throughout the CATA operation.
6. Aid in improving evaluation criteria/weights for prioritizing goals, objectives and capital projects, in line with existing legislation.
7. Model multi-year resource allocation scenarios.
8. Fully compatible with CATA existing technology infrastructure.
9. Allow CATA staff to operate the tool, without Consultant support, following appropriate training.
10. User friendly in both its implementation and ongoing operation.
11. Support decision making at different levels of the organization.

5.3 Decision Support Tool Deliverables & Schedule:

Deliverable No.	Deliverable	Description
11	Decision Support Tool Needs Assessment and Facilitation	The Support Tool is intended to meet the requirements with the TAMP submittal. The needs Assessment and Facilitation is intended to assist CATA in defining the requirements for a Decision Support Tool which may be procured at a later date.

TASK 6: Prioritization

6.1 Prioritization Objective:

The objective of the prioritization list is to achieve a State of Good repair by ranking capital assets. The investment should be based on CATA's financial resources that should be available over the four year TAM plan horizon period.

6.2 Prioritization Requirements

The prioritization list should account for the following elements.

1. Priority ratings for the assets:

The priority ratings for the assets should account for the following elements within CATA's processes.

- Life Safety Critical
- Operations Enhancement
- Operations Critical
- Service Expansion
- Operations Support

2. Condition ratings: Apply condition scores to all assets, consistent with "TERM" and current FTA guidelines. This would include using the assessment metrics developed in the TAMP to measure condition of each asset.
3. Decay curves: Provide functionality to the SGR Database by incorporating FTA "TERM" decay curves. The utilization of decay curves will recognize that different asset classes deteriorate at different rates during different parts of the asset life cycle.
4. Risk Assessment: Use the asset specific methodology from the TAM for assigning a risk rating to each asset that considers the probability and cost of failure.
5. Age, condition and maintenance cost relationships: Leverage "real life" data to link asset age, condition and maintenance cost experience, in order to support future capital and maintenance decisions (e.g., optimal useful life, replace v. overhaul). Where sufficient data does not exist, recommend changes in the way that data is collected and reported in order to facilitate this in the future.
6. Applying priority scores: Based on evaluation criteria, weights and scoring developed as part of the new decision support tool, explore the opportunity for applying priority scores to the assets in the SGR Database for modeling various policies and funding scenarios.
7. Required performance measures

The consultant will be required to calculate the FTA required Performance Measures, which includes the following:

Assets:	Performance Measure
Equipment Non-revenue support service and maintenance vehicles	Percentage of vehicles met or exceeded Useful Life Benchmark (ULB)
Rolling Stock Revenue vehicles by mode	Percentage of vehicles met or exceeded Useful Life Benchmark (ULB)
Facilities Maintenance and administrative facilities; and passenger stations (buildings) and parking facilities	Percentage of assets with condition rating below 3.0 on FTA TERM scale: <ul style="list-style-type: none"> ○ 1: Poor ○ 2 Marginal ○ 3 Adequate ○ 4 Good ○ 5 Excellent

6.3 Prioritization Deliverables & Schedule:

Deliverable No.	Deliverable	Description
12	Prioritization List	The prioritization list should prioritize investments based on current inventories, condition assessments and the decision support tool results.
13	Performance Measures	Calculate Performance Measures

TASK 7: Training

7.1 Training Objective:

Establish and develop a continued base of knowledge within CATA and its contractors for understanding the purpose of the TAM and their role in its continuous implementation.

7.2 Training Requirements:

CATA seeks assistance in staff and contractor training on roles and responsibilities, including utilization of the SGR database. Training session(s) will be required for covering the TAM and the SGR database with staff and contractors.

7.3 Training Deliverables and Schedule:

Deliverable No.	Deliverable	Description
14	Transit Asset Management System Guide	Step-by-step and illustrative guide of the full Transit Asset Management system for all TAM tasks. This guide can be completed, along with the implementation guide, after the TAMP has been submitted to the FTA.
15	Training Manual	The training manual is intended to serve as both a reference source and training document for use by employees. The Training manual can be completed after the TAMP has been submitted to the FTA, but before the staff training sessions.
16	Staff Training Session	This training session will provide a base of understanding among CATA staff on the Transit Asset Management System, TAMP, SGR database and their role in implementation. This is the last task the consultant will conduct, and should take place after the production of the training manual.

TASK 8: Optional Implementation Elements

8.1 Optional Implementation Elements Objective:

The TAMP may require additional elements for implementation not yet identified. The consultant should propose what additional elements, strategies or services may be needed to successfully implement the TAM process. This optional task deliverable could extend the contract up to one year.

8.2 Optional Implementation Elements Requirements

The consultant should provide a narrative of optional implementation elements to administer a TAM process more thoroughly. Associated pricing is required.

8.3 Optional Implementation Elements Deliverables

Deliverable No.	Deliverable	Description
17	Optional Implementation Elements Narrative	A narrative description of optional and additional implementation elements with associated pricing

List of Tasks and Deliverables:

Task 1: Project Management	Deliverable Number	Deliverable Type
	1	Project Management Plan
	2	Progress Reports
	3	Project Meetings
Task 2: Transit Asset Management Plan		
	4	Transit Asset Management Plan
	5	Draft Asset Management Plan Implementation Guide
	6	Asset Management Plan Implementation Guide
Task 3: Inventory of All Capital Items per FTA Rules		
	7	Inventory
	8	State of Good Repair Database
Task 4: Baseline Condition Assessment		
	9	Preliminary Baseline Assessment
	10	Baseline Assessment
Task 5: Decision Support Tool		
	11	Decision Support Tool Needs Assessment and Facilitation
Task 6 Prioritization List		
	12	Prioritization List
	13	Performance Measures
Task 7: Training		
	14	Transit Asset Management System Guide
	15	Training Manual
	16	Staff Training Session
Task 8: Optional Implementation Elements		
	17	Optional Implementation Elements Narrative

SECTION III: COMPLIANCE REQUIREMENTS

III-A FTA and MDOT Required Clauses

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

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

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

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

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

III-B Disadvantaged Business Enterprises

Disadvantaged Business Enterprises (“DBE”) are encouraged to bid on this project. Any applicable DBE firm’s certifications must be included in the proposal. Cost Proposals must list the amount and activity of service provided by the DBE firm, as applicable. Information on becoming certified as a Disadvantaged Business Enterprise is available from Michigan Department of Transportation (“MDOT”) at the following website address: http://www.michigan.gov/mdot/0,4616,7-151-9625_21539_23108--,00.html.

III-C Compliance with Laws

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

1. Motor Carrier Safety Act, 1963 P A 181, as amended.
2. Motor Bus Transportation Act, 1982, P A 432, as amended.
3. Rules and Regulations of the Department of Transportation may promulgate to accomplish the purpose of 1990 P A 339.
4. Motor Safety Carrier Regulations, being 49 CFR, Parts 387, 390-393, 395-397, and 399 including appendices C, D, E, and G.
5. Drug-Free Workplace Act of 1988.
6. Procedures for Transportation Workplace Drug Testing Progress, 49 CFR 40.
7. Physical Qualification Requirements of 49 CFR 391.41 to 391.49.
8. Lobbying Disclosure Act of 1985, *attached*, must be signed by Respondent and included with proposal submission.

9. Iran Economic Sanctions Act Certificate per MCL 129.311 *et seq.*, *attached*, must be signed by Respondent and included in proposal submittal.
10. Non-Discrimination Clause per 49 CFR, Part 26.
11. Prohibition of Discrimination per 1976 P A 453, Public Acts of 1976.

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

Information regarding the regulations listed above may be obtained from the Federal Motor Carrier Safety Administration at <https://www.fmcsa.dot.gov/>.

III-D Ownership

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

III-E News Releases

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

III-F Audit and Inspection of Records

In the case of all negotiated contracts, and contracts for construction, reconstruction, or improvement of facilities and equipment which were entered into under other than competitive bidding procedures, the contractor agrees that the grantee, the Comptroller General of the United States, or any of their duly authorized representative shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and accounts with regard to the project. Further, the contractor agrees to maintain all required records for at least three (3) years after grantees make final payments and all other pending matters are closed.

III-G Complaints or Protests

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

III-H Contractual Terms and Conditions

See attached Appendix A, CATA Standard Terms and Conditions, for details.

APPENDICES

- Appendix A: CATA Standard Terms and Conditions
- Appendix B: Prohibition of Discrimination in State Contracts
- Appendix C: Assurances That Recipients and Contractors Must Make
- Appendix D: Disadvantaged Business Enterprise Policy
- Appendix E: Certificate Regarding Lobbying
- Appendix F: Iran Sanction Certificate

APPENDIX A

CAPITAL AREA TRANSPORTATION AUTHORITY STANDARD TERMS AND CONDITIONS OF PROCUREMENT

A. THE FOLLOWING TERMS AND CONDITIONS WILL BE A PART OF THE CONTRACT AWARDED.

1. **CHANGES.** CATA, at any time, by a written order, and without notice to the sureties, may make changes within the general scope of this contract, in (a) drawings, designs or specifications where the supplies to be furnished are specifically manufactured for CATA in accordance therewith; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that CATA, if it decides that the facts justify the action, may receive and act upon any such claim if asserted prior to dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
2. **TERMINATION FOR DEFAULT.** CATA, by written notice, may terminate the contract awarded on the basis of this proposal, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services, provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) the Contractor's failure to perform is without his control, fault or negligence, the termination shall be deemed to be a termination for convenience under the following Paragraph 3.
3. **TERMINATION FOR CONVENIENCE.** CATA, by written notice, may terminate the contract, awarded on the basis of this proposal, in whole or in part, when it determines it is in the best interest of CATA. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with its auditable cost incurred at the time of notification of termination. To the extent that the contract is for services and is so terminated, CATA shall be liable only for payment in accordance with the payment provisions of the contract for services rendered to the effective date of termination.
4. **ADDITIONAL INFORMATION.** The Contractor shall promptly furnish any additional information requested by CATA relative to the equipment it proposes.
5. **SUPPLIER RESPONSIBILITY.** No advantage shall be taken by the Contractor or its Subcontractor in the omission of any part or detail which goes to make the equipment complete and operable for use by CATA. In case of any variance, this specification shall overrule Contractor or Subcontractor specifications. The Contractor shall assume responsibility for all materials used whether the same is manufactured by the Contractor or purchased ready made from a source outside Contractor's company. In the case of the replacement of a Subcontractor, the Contractor must, within five (5) working days, notify CATA in writing of the replacement and provide name, address, telephone number, and the type of service.
6. **DELIVERY.** Service and/or equipment will be delivered to Capital Area Transportation Authority, 4615 Tranter Street, Lansing, Michigan 48910. The Authority will assume custody of all property at one of its other locations, if so directed, in writing by CATA.

Invoices shall be furnished with the delivery of each item. CATA reserves the right to inspect all deliveries or services before acceptance.

7. BREACH OF CONTRACT. If the Contractor shall fail, refuse or neglect to comply with the terms of these contract conditions, such failure shall be deemed a total breach of contract. Contractor shall be subject to all legal remedies that CATA may have and CATA may recover, in addition to any damages or costs relating to failure to comply, its reasonable attorneys' fees resulting from Contractor's breach.
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 agreement between CATA and Contractor shall be decided by CATA's Program Manager 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 CATA's Chief Executive Officer 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 at its expense prior to installation.
13. ACCESSORIES. The Contractor shall furnish, without additional cost, all accessories required to permit CATA to operate any equipment being provided.
14. TRAINING. The Contractor, without additional cost, shall properly train CATA personnel in the operation and maintenance of the equipment provided.
15. SERVICE MANUAL AND WIRING SCHEMATIC. If specified, the Contractor will provide at least one copy of a service manual and at least one copy of a wiring schematic for individual components and other schematics and drawings.

16. **WARRANTY.** The Contractor shall describe its policy or warranty(s) both on workmanship and material as applying to the equipment, along with the method or adjustment, and shall be further subject to warranty requirements of CATA as set forth in the following Paragraph 17.
17. **CATA WARRANTY.** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable warranties the Contractor gives any customer for such equipment and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to CATA by any other clause of this contract. The Contractor shall state the warranty and supply with its bid.
18. **INSURANCE.** The Contractor shall place and maintain with responsible insurance carriers the following insurance. The Contractor shall deliver to CATA, upon request, certificates of insurance which shall provide thirty (30) days' written notice to be given to CATA in the event of cancellation. Contractor shall require all Subcontractors to maintain adequate insurance coverage.
- (a) Workers' Compensation and Employer's Liability Insurance.
- (1) Workers' Compensation in compliance with the applicable state and federal laws.
- (2) Employer's Liability. Limit \$1,000,000.
- (b) Commercial General Liability Insurance, including Professional Liability, Blanket contractual, XCU Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence/claim, subject to a \$2,000,000 annual aggregate for Professional Liability, Completed Operations and Personal Injury other than Bodily Injury.
- (c) Automobile Liability Insurance, including owned, hired and non-owned automobiles, Bodily Injury and Property Damage, to a combined single limit of \$1,000,000 each occurrence.
19. **INDEMNIFICATION.** In addition to the protection afforded by any policy of insurance, the Contractor agrees to indemnify and save harmless CATA, the Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and all officers, agents, and employees thereof:
- (a) From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the Contractor in connection with the Contractor's performance of the contract; and
- (b) From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation and response, and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the Contractor's negligent performance of the contract.
- CATA will not be subject to any obligations or liabilities by Subcontractors of the Contractor or their Subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
20. **ACCEPTANCE OF MATERIAL - NO RELEASE.** Unless CATA otherwise agrees in writing, acceptance of any portion of the material prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials or for failure to fully comply with all of the terms of this contract. CATA reserves the right and shall be at liberty to

inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the contract requirements and specifications; provided, however, that CATA is under no duty to make such inspection and no inspection so made shall relieve Contractor from any obligation to furnish materials and workmanship in accordance with the contract requirements and specifications.

21. FINAL ACCEPTANCE. Upon final acceptance by CATA of all work to be performed by the Contractor, CATA will so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.
22. LIQUIDATED DAMAGES. If the Contractor fails to deliver the requirements by the date as set forth in the bid documents scheduled for delivery, CATA shall be paid damages for each consecutive calendar day thereafter until the goods are delivered, unless a completion date is extended by CATA in writing. Inasmuch as the amount of such damages will be extremely difficult to ascertain, the Contractor agrees to compensate CATA the sum of \$ _____ N/A _____ per day, which sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that CATA will suffer by reason of said delay and default and not as a penalty; and CATA shall have the right to deduct such sum from any amounts which may otherwise become due under contract.
23. NO ASSIGNMENT OF CONTRACT. Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.
24. DEFECTIVE WORKMANSHIP AND MATERIAL. When and as often as CATA determines that the work done or being done under the contract or the kind of quality or materials supplied in connection therewith are not fully and completely in accordance with any requirement of the contract documents, it may give notice of such noncompliance to the Contractor in writing and the Contractor shall immediately upon receipt of such notice do all things required to remedy such noncompliance without additional cost to CATA. If the Contractor fails to comply with such written notice, then CATA, upon written notice to the Contractor, shall deduct the cost of repair, replacement or correction of defective or damaged work from the compensation due or to become due to the Contractor.
25. WAIVER OF BREACH. The waiver by either party hereto or any breach of any provision of this contract by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this contract by either party hereto.
26. OWNERSHIP OF DOCUMENTS. All original documents, calculations, and work product produced by CONTRACTOR, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of CATA. CONTRACTOR shall have the right to retain a copy of such documents, calculations, and work product. CONTRACTOR shall make available to CATA copies of all CONTRACTOR correspondence, notes, and other papers relating to the work, upon request of CATA. All works of original authorship created in the scope of this Agreement are "works made for hire", as that term is used in connection with the U.S. Copyright Act. To the extent that by operation of law CONTRACTOR retains any intellectual property rights to any work product, CONTRACTOR hereby irrevocably assigns and licenses to CATA all right, title, and interest in such work product, including copyrights and patents, and agrees to execute such assignments and licenses as may be required in the opinion of CATA's legal counsel to confirm this provision. The work product produced by CONTRACTOR in the performance of services under this Agreement is intended for use by CATA solely for the purpose intended. Any use or reuse of such work product by CATA for any purpose other than its intended purpose shall be at the sole risk of CATA and without any liability or responsibility of

CONTRACTOR. To the extent that the work product produced by CONTRACTOR contains standard design or construction details or other standardized material previously developed by CONTRACTOR in its professional architectural, engineering, and planning practices, then CONTRACTOR shall have the right to reuse any such material on other projects for other clients or persons without the prior knowledge or permission of CATA and without the payment of any compensation to CATA, provided that the reuse or continued use of such material contains no CATA identifying information or confidential information.

27. EXCUSES FOR FAILURE TO PERFORM OR DELAYS. The Contractor will not be in default by reason of any failure in the performance of this contract, if such failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or the public enemy, acts of the government either in its sovereign or contractual capacity, fires, floods, and strikes. But in every case, a failure to perform must be beyond the control and without the fault or negligence of the Contractor or its Subcontractors. An excusable delay will permit the Contractor an extension of time for such reasonable period as may be mutually agreed upon between the parties.

28. 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.

29. NOTICE. All notices and other communications required under this Contract shall be given in writing, signed by an authorized representative, and be personally delivered or delivered by overnight courier, or certified mail (return receipt requested) to the addresses set forth below:

To CATA: Chief Executive Officer
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: _____

30. 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.
 31. 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.
 32. COST COMPUTATION. The Federal Acquisition Regulation, 48 CFR, Chapter 1, Part 31.2, shall be used, in all instances, to determine the amount of costs incurred by Contractor that CATA shall be required to pay, or reimburse, to Contractor, including, without limitation, where this Agreement requires CATA to pay Contractor's costs as part of the contract price, where the contract price is adjusted resulting from changes to the requirements of Agreement, and when calculating the amount due Contractor pursuant to Termination for Convenience clause.
 33. TRAVEL EXPENSES. CATA shall not reimburse Contractor for travel costs, including accommodations, meals, transportation and fuel costs, unless the travel activity and the travel costs have been approved in advance by an authorized representative of CATA. All travel costs to be paid by CATA shall not exceed amounts determined in conformance with the Federal Acquisition Regulation, 48 CFR Section 31.205-46, Travel Costs.
- B. TERMS INCLUDED IN CONTRACTS FUNDED IN WHOLE OR PART BY FTA, MDOT, OR OTHER GOVERNMENTAL AGENCY.
1. NONDISCRIMINATION.
 - (a) Compliance with Regulations. Contractor shall comply with Federal Regulations relative to nondiscrimination of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), and with Executive Order 11246 titled Equal Employment opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulation (41 CFR 60) which are herein incorporated by reference and made a part of this contract. Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) Nondiscrimination. With regard to the work performed by it during this contract, Contractor shall not discriminate on the grounds of race, color, sex, disability, religion, age, or national origin against any employee or applicant for employment, or 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 B dated March 19, 1998, a copy of which is attached hereto and made a part hereof.
- (d) ADA Access. All work performed and all services provided pursuant to this contract shall be in compliance with Federal policy to ensure that elderly individuals and individuals with disabilities have an equal right to use of public transportation services and facilities. To the extent this Contract requires planning and design of services and facilities, special efforts shall be made to implement the transportation and accessibility rights of elderly individuals and individuals with disabilities. The work performed and services provided in this Contract shall be in compliance with all State and Federal statutes and laws ensuring equal access of transportation services and facilities for the elderly and individuals with disabilities, including 49 U.S.C. § 5301(d), § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and any applicable implementing Federal regulations or directives as they may from time to time be promulgated or amended.
- (e) This provision B.1 (a)-(e) will be included in all subcontracts relating to this contract. Further, each contract which Contractor signs with a Subcontractor must include the following assurance:

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

2. DBE REQUIREMENTS.

- (a) 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 D, attached hereto and made a part hereof. 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 CATA deems appropriate, which may include, but is not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages and/or disqualifying the Contractor from future bidding as non-responsible.
- (b) Contractor shall pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from CATA. In addition, Contractor shall return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed. Contractor must promptly notify CATA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete the work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CATA.

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 and retain, and shall require all its subcontractors to maintain and retain, complete and accurate books, documents, papers, accounting records, contracts, 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. Contractor shall retain all work data, documents, records, accounts and reports related to this contract for a period of three (3) years from the date of final payment under this contract or from expiration or other termination of this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.
5. CONFLICT OF INTEREST. The Contractor certifies that, to the best of its knowledge, no CATA employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this contract.
6. INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS. No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
7. DEBARMENT AND SUSPENSION. Contractor must comply with U.S. DOT regulations "Nonprocurement Suspension and Debarment", 2 CFR Part 1200, which adopt and supplement the U.S. Office of Management and Budget ("U.S. OMB") "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. Contractor will not make any contract, subcontract, or lease for the project without first confirming that its proposed contractor, subcontractor, or lessee is not listed as barred or excluded from participating in government contracts in the System for Award Management (SAM) at www.sam.gov.

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

the U.S. OMB Guidelines that apply to them. The Contractor further agrees to include provisions requiring compliance as set forth above in lower tier covered transactions.

8. MDOT AND FTA TERMS. All contractual provisions that the Michigan Department of Transportation ("MDOT") or the Federal Transit Administration ("FTA"), by law or regulation, require to be included in contracts supported by state or federal financial assistance, including the requirements set forth in FTA Circular 4220.1F, as updated and amended, and the Master Agreement between CATA and FTA as it may be amended, are hereby incorporated by reference. FTA required terms and MDOT required terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. Contractor shall not refuse to comply with any CATA request to conform this contract to include MDOT or FTA required contractual provisions. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA to be in violation of the FTA mandated contractual provisions.
9. COMPLIANCE WITH LAWS. The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government which may, in any manner, affect the performance of the contract.
10. CLEAN AIR. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401, *et seq.* If state or local air pollution regulations are in force, the more restrictive criteria shall govern. The Contractor and any subcontractors or suppliers must submit evidence to CATA that the governing air pollution criteria will be met. The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
11. BUY AMERICA PROVISIONS. N/A
12. CERTIFICATION REGARDING LOBBYING. This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix E), must be signed and returned as a term and condition of this Agreement and its terms are incorporated by reference herein.
13. PREVAILING WAGE. N/A
14. BID BOND. N/A
15. PROTESTS. Any protests shall be filed timely in accordance with the CATA Procurement Protest Procedures. 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. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
20. ENERGY CONSERVATION. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
21. RECOVERED MATERIALS. N/A
22. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 ("Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use United States Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a United States Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
23. CARGO PREFERENCE. N/A
24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.
 - (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Rights Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 - (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties

of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, or the applicable Federal law to the extent the Federal Government deems appropriate.

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

25. SAFE OPERATIONS OF MOTOR VEHICLES

- (a) Seat Belt Use – Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or CATA.
- (b) Distracted Driving – Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle either Contractor or CATA owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

APPENDIX B**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract, Contractor agrees as follows:

1. In accordance with Act 453, Public Acts of 1976, Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. Contractor or its collective bargaining representative will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this appendix.
6. Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as Contractor itself, and said Contractor will permit access to its books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that Contractor has not complied with the contractual obligations under this Agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until Contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

APPENDIX C**ASSURANCES THAT CONTRACTORS AND SUBCONTRACTORS MUST MAKE PURSUANT TO US DOT REGULATION 49 CFR § 26, et seq**

- A. Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex, in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR § 26 in the award and administration of DOT-assisted contracts. Failure of 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, which may include, but is not limited to:
1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying the Contractor from further bidding as non-responsible.
- B. Each contract Contractor signs with a subcontractor must include the preceding assurance.

APPENDIX D**POLICY #204****DISADVANTAGED BUSINESS ENTERPRISE POLICY**

The Capital Area Transportation Authority ("CATA") is committed to a policy of non-discrimination in the conduct of its business, including the procurement of goods and services. CATA will take affirmative action to assure maximum practical opportunity for participation of Disadvantaged Business Enterprise ("DBE") in the performance of contracts financed in whole or in part with funds from the United States Department of Transportation, the Federal Transit Administration ("FTA"), the Michigan Department of Transportation ("MDOT"), or other state and federal agencies with DBE programs.

The Executive Director of CATA will annually set an overall goal or goals as a "level playing field" for the amount of DBE participation that can reasonably be expected in the absence of discrimination. This goal will be based on demonstrable evidence of ready, willing, and able DBEs that are available to participate in government assisted contracts. Affirmative action shall be consistent with sound procurement principles and applicable law.


This Policy Statement will be executed by the Executive Director and the Board Chair of CATA, and then circulated to all Department Directors, and Department Managers within the organization and circulated to contracting organizations, the state offices which administer programs, and DBE organizations. The Executive Director will give public notice of DBE goals, how the goals were determined, and contact information for public comment.

CATA's Purchasing Manager shall be the DBE liaison for CATA and will be responsible for administering the program. The DBE liaison will report to the Assistant Executive Director and shall have direct access to the Executive Director, as necessary. The DBE liaison will work with all directors and department managers to insure the effective functioning of CATA's DBE program.

The efforts and results of the entire staff will be reported to the Board through the Development Report of the Executive Director.



Sam Singh, Board Chair



Sandra L. Draggoo, CEO/Executive Director

Adopted: 2/9/84
Amended: 6/27/84
11/14/84
3/15/89
10/19/05

APPENDIX E**CERTIFICATE REGARDING LOBBYING**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(To be submitted with each bid or offer exceeding \$100,000).

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions (as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (11/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by 31 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 to the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name & Title of Contractor's Authorized Official

_____ Date

APPENDIX 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 PROPOSAL

ATTACHMENT

Attachment A: Pricing Sheet

Attachment A: Price Sheet

	Deliverable Number	Deliverable Type	Staff Hours	Staff Personnel hourly rate
Task 1: Project Management				
	1	Project Management Plan		
	2	Progress Reports		
	3	Project Meetings		
		Total		
Task 2: Transit Asset Management Plan				
	4	Transit Asset Management Plan		
	5	Draft Asset Management Plan Implementation Guide		
	6	Asset Management Plan Implementation Guide		
		Total		
Task 3: Inventory of All Capital Items per FTA Rules				
	7	Inventory		
	8	State of Good Repair Database		
		Total		
Task 4: Baseline Condition Assessment				
	9	Preliminary Baseline Assessment		
	10	Baseline Assessment		
		Total		
Task 5: Decision Support Tool				
	11	Decision Support Tool Needs Assessment and Facilitation		
		Total		
Task 6: Prioritization List				
	12	Prioritization List		
	13	Performance Measures		
		Total		
Task 7: Training				
	14	Transit Asset Management System Guide		
	15	Training Manual		
	16	Staff Training Session		
		Total		
Task 8: Optional Implementation Elements				
	17	Optional Implementation Elements Narrative		
		Total		

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL