



**Capital Area Transportation Authority**  
**Lifecycle Server Extension**  
**Request for Proposal – Project # 2026-164**

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**SCHEDULE OF ACTIVITIES**

RFP Released:	March 9, 2026
Written Questions Due to CATA:	March 18, 2026 @ 11:00 A.M. Eastern Time
CATA's Responses to Questions Released:	March 25, 2026
Electronic Submission via email of Proposals and Due Date:  <i>(See Section I-J Proposals for further instructions)</i>	Electronic Submission via email by 11:00 A.M. Eastern Time on April 3, 2026
Anticipated Award Date:	May 2026

**Released on: March 9, 2026**

# TABLE OF CONTENTS

SCHEDULE OF ACTIVITIES .....	1
TABLE OF CONTENTS .....	2
SECTION 1: PROCUREMENT PROCESS .....	3
I-A Issuing Office .....	3
I-B Project Management .....	3
I-C Project Oversight .....	3
I-D Incurring Costs.....	3
I-E Contract Term.....	3
I-F Contract Extension .....	4
I-G Type of Contract .....	4
I-H Questions/Changes to the RFP.....	4
I-I Pre-Proposal Meeting.....	4
I-J Proposals.....	4
I-K Proposal Requirements .....	5
I-L Acceptance of Proposal Content.....	6
I-M Economy of Presentation .....	6
I-N Primary Contractor Responsibilities .....	6
I-O Other Duties Assigned by CATA.....	6
I-P Selection Criteria .....	6
I-Q Oral Presentation.....	7
I-R Independent Price Determination.....	7
I-S Pricing and Payment .....	8
SECTION II: STATEMENT OF WORK .....	9
II-A Background .....	9
II-B Objectives.....	9
II-C Scope of Work.....	9
SECTION II: COMPLIANCE REQUIREMENTS .....	14
III-A FTA and MDOT Required Clauses.....	14
III-B Disadvantaged Business Enterprises .....	14
III-C Compliance with Laws.....	14
III-D Ownership .....	15
III-E News Releases .....	15
III-F Audit and Inspection of Records .....	15
III-G Complaints or Protests .....	15
III-H Contractual Terms and Conditions.....	15
APPENDICIES.....	16
ATTACHMENTS.....	38

# Capital Area Transportation Authority

## Lifecycle Server Extension

### Request for Proposal - Project # 2026-164

#### SECTION 1: 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 emailed 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](mailto: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.

Mr. Scott Jensen  
Network & Server Administrator  
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.

##### 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 completed within a 12-month period.

## I-F Contract Extension

CATA reserves the right to extend the term of any contract resulting from this RFP as outlined above. Any extension will be in writing and must be mutually agreed to by both CATA and the Primary Contractor.

## 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 hold 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 or e-mail) 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 pricing schedules, 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.

All materials and documents submitted by the proposer in response to this RFP shall become the property of CATA and shall not be returned. As CATA is a public entity, this information may be subject to disclosure to third parties. CATA cannot and will not treat any materials submitted as confidential, even if it is marked as such. Proposers will not be provided with notice prior to disclosure to third parties.

All bidders should submit their proposal via email to [purchasing@cata.org](mailto:purchasing@cata.org), and the subject line must state:

- i. PROPOSAL SUBMISSION – RFP 2026-164, Lifecycle Server Extension

- a. PRIOR TO SUBMITTING, please ensure you have all the required documents attached in Word, Excel, or Adobe Acrobat format ONLY.
  - b. The complete proposal is submitted as **one (1) single consolidated document**.
  - c. The consolidated document must include all required forms, certifications, attachments, and supporting materials. Failure to attach the required documents will cause your submission to be declared NON-RESPONSIVE.
  - d. BIDDERS are still required to complete and submit the proposal forms as specified in the solicitation.
- ii. Do not copy any other CATA employee on the email of your Electronic Submission, as we want to ensure that the integrity of the process is maintained.
  - iii. Emails sent to other email addresses may be considered NON-RESPONSIVE and not considered during the proposal review.
    - a. All emails must be received by 11:00 A.M. Eastern Time on April 3, 2026. Emails received at 11:01 A.M. Eastern Time or later, will be considered late submissions and deemed NON-RESPONSIVE.
    - b. CATA email accepts up to 50MB, it is the vendor's responsibility to ensure that their proposal does not exceed 50MB.
    - c. Vendors will receive an email confirmation from CATA that their proposal has been received.
    - d. Please note, this is NOT a permanent policy change and electronic submissions will not be accepted unless expressly directed within the Specified Solicitation by CATA.

To ensure you have up-to-date information regarding this solicitation; please visit [www.cata.org](http://www.cata.org).

## I-K Proposal Requirements

Proposing firms/organizations shall include a detailed proposal. Emphasis should be on completeness and clarity of content.

### Cover letter

The proposal must include a cover letter which identifies the proposing firm/organization, mailing address, contact person, email address and telephone number. The cover letter must be signed by the individual who is authorized to negotiate and execute a contract on behalf of the proposing firm/organization.

### Price

The price proposal must include the cost for services described herein. Proposed costs must be submitted on the enclosed Pricing Form (*See Attachment D*).

### Qualifications of firm/organization

The proposal must include the firm's principal qualifications to communicate its ability to successfully complete the scope of work, include firm's length of time in business and include firm's certificate of insurance. The proposal must include the resumes of key individuals from the responding organization to be assigned to CATA.

### References

The proposal lists three (3) company references that will confirm vendor's capability to successfully complete the scope of work within the last five (5) years. Firm is requested to provide a list of contracts that are similar to CATA. CATA reserves the right to contact any or all of the listed references (*See Attachment C*).

## 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 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.

## 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, the 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. The criteria used to evaluate the proposals are provided below and are listed in order of importance. Therefore, the contract may be awarded to a firm which is not necessarily the low bidder.

### 1. Technical Criteria

- Demonstrated compliance with all System Architecture Requirements defined in the RFP, including integrated virtualization and storage architecture, native high availability, and non-disruptive update capability.
- Ability of the proposed solution to sustain required production workloads (SQL and remaining virtual machines) without resource contention.
- Scalability and lifecycle viability of the proposed platform, including non-disruptive node or cluster expansion.
- Clarity and completeness of proposed architecture diagrams and system design documentation.

### 2. Experience & Qualifications Criteria

- Experience
  - Evidence that the proposer is an authorized reseller or partner of the OEM providing the proposed solution.

- Demonstrated ability to procure, deliver, and coordinate installation and OEM-supported services in accordance with the RFP requirements.
- Clear definition of warranty, support, and escalation responsibilities between proposer and OEM.
- Qualifications
  - The proposal must include the firm's principal qualifications.
  - The proposal must include the firm's length of time in business.
  - The proposal must include the firm's certificate of insurance.
  - Firm's Experience with Similar Projects Criteria
    - The proposal provides three (3) company references demonstrating the contractor's past performance on similar projects.
    - The proposal shows relevant experience and expertise related to the scope of work.

### 3. Price/Cost Criteria

- Total five-year cost including hardware, software, licensing, warranty, support, and migration services.
- Transparency and completeness of pricing, including identification of any conditional or optional costs.
- Cost predictability and simplicity of licensing structure over the lifecycle of the solution.
- Value of the proposed solution relative to technical architecture and support model.

### 4. Proposal Quality Criteria

- Is the proposal thorough, visual and easily understandable.

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

CATA will constitute an ad hoc committee to evaluate all proposals. The firm(s) determined to be the most highly qualified based on the submitted proposal and any oral presentation may be asked to enter final negotiations. If the most qualified firm is unable to consummate agreement with CATA, then the next most qualified firm will be considered for award, and so on.

CATA will evaluate proposal criteria on a best value basis which considers both price and the above technical factors to determine the offer that is most advantageous and presents CATA with the best overall value.

The cost basis for the proposal will be used to evaluate the price proposal. Price will be evaluated in comparison to the above technical factors in the group.

Respondents may be required to update their proposals in writing if clarification or additional information is needed. Inquiries may be made of Respondents concerning their proposals. At any time during this process, CATA reserves the right to re-bid, award, or cancel the project, as CATA determines.

## I-Q Oral Presentation

Not Applicable.

## 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  
Email: [payables@cata.org](mailto:payables@cata.org)

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 Leader 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 Leader 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 Background

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 mission-critical employees, such as bus operators, Customer Experience Representatives and Paratransit Schedulers are considered first responders because transit is designated as an essential service in times of crisis. CATA plays a pivotal role in providing essential transportation services to all riders within our service area including students in secondary and post-secondary education, senior citizens, persons with disabilities and marginalized individuals within our community.

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 public transit services on the campus of Michigan State University, and to and from Lansing School District high schools. CATA was founded in 1972 and reported 9.60 million trips in fiscal 2025.

CATA's chief executive officer also serves as executive director at Eaton County Transportation Authority, which aligns with its strategic goal to achieve regional mobility. CATA and EATRAN have interlocal agreements in place to provide coordinated cross-boundary transportation services. Additionally, in fiscal 2024 and 2025, CATA made further strides toward regional mobility by implementing contactless payment and microtransit services.

As the region's public transportation provider, CATA occupies or conducts business at five facilities in its service area. Headquartered in south Lansing, the administration building is 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, regional transit and intercity bus services, the customer information center and on-site security.

On MSU's campus, the MSU-CATA Transportation Center (MSU-CTC) is the main boarding center for CATA routes serving MSU and is adjacent to one of several campus parking ramps. CATA also serves Ramp 5, located on Red Cedar, adjacent to the College of Communication Arts and Sciences building. As the region's primary multimodal transportation facility, the Capital Area Multimodal Gateway opened in November 2015. The Gateway offers seamless access to rail, intercity, regional and national bus lines, and transportation network companies (Uber, Lyft and taxicab services). The Gateway is served by three CATA fixed routes.

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

CATA recently purchased property in downtown Lansing to develop a new mixed-use facility that will bring together public services and community resources in addition to addressing CATA's administrative space constraints.

### II-B Objectives

The specific objective for this project is to secure a contract for the services described.

### II-C Scope of Work

Any proposal submitted does not supersede CATA's terms and conditions. Any proposal accepted is still subject to CATA's standard terms and conditions. Many of the CATA standard terms and conditions are required by federal law and are not negotiable. CATA will negotiate in good faith. The proposal terms and conditions you submit will not be the final terms and conditions. CATA reserves the right to negotiate in good faith until they believe that mutually agreed upon terms and conditions are not possible. CATA can then proceed to award the next highest scored bid and begin negotiations with that company or CATA can choose to go out for RFP again, depending upon the wishes of CATA.

## Existing Environment (For Reference)

CATAs current production environment is a six (6) node VxRail HCI cluster supporting approximately 101 virtual machines, including a three-VM SQL Server high-availability farm with each SQL VM allocated 32 vCPUs and 128 GB RAM. The proposed system must support these workloads with sufficient performance headroom and fault tolerance.

## Compliance Requirements

The proposed system must comply with Build America Buy America (BABA) requirements under 49 U.S.C. § 5323(j), as applicable. It is the proposer's responsibility to ensure compliance and submit all required certifications and documentation. Failure to submit required verification may result in proposal rejection.

## Project Overview

CATA is seeking proposals for the lifecycle replacement of its existing hyperconverged virtual server infrastructure, with the planned addition of a disaster recovery (DR) cluster to support continuity of mission-critical services.

The proposed solution must deliver a fully integrated, turnkey hyperconverged platform capable of supporting current and future workloads, including mission-critical SQL Server virtual machines. The solution shall include a production cluster to replace the existing environment and a DR cluster designed to support recovery and operational resilience as part of a planned expansion.

To simplify operations, reduce support complexity, and improve time to resolution, the selected solution must be delivered and supported through a single, unified vendor model, providing one point of accountability for hardware, software, licensing, and migration services. Multi-vendor support arrangements requiring coordination between separate manufacturers are not acceptable.

The selected proposer shall provide all required hardware, software, licensing, support, documentation, training, and migration services necessary to deliver a complete and fully operational production and DR solution.

For the purposes of this RFP, the term "proposer" refers to the authorized reseller or partner submitting the proposal. The proposer shall be contractually responsible to CATA for fulfillment of all requirements of this RFP. Deliverables and services may be provided by the proposer, the original equipment manufacturer (OEM), or both, provided all requirements are met and accountability to CATA is maintained.

## System Architecture Requirements

The proposed system must:

- Utilize a single, kernel-integrated hypervisor and storage architecture in which virtualization, storage services, and cluster coordination are provided natively by the platform, without reliance on external hypervisors, external storage controllers, or third-party virtualization components
- Support services may be delivered by the OEM and/or through the proposer; however, CATA shall not be required to coordinate support across multiple vendors.
- Support true node-loss tolerance, including the loss of multiple nodes where applicable, without reliance on external quorum servers, witness appliances, tiebreakers, or externally hosted arbitration services
- Include all platform features as part of the base offering, with no feature enablement dependent on optional, add-on, capacity-based, or tiered licensing models
- Include a minimum of five (5) years of hardware and software licensing, warranty, and support, covering all components of the solution
- Allow non-disruptive expansion, including the addition of nodes or the deployment of additional clusters or remote clusters, without requiring architectural redesign or platform replacement
- Provide native high availability through the hyperconverged platform itself, without reliance on external SANs, shared storage arrays, or third-party availability services
- Support live virtual machine migration and automated failover as native platform capabilities
- Include integrated snapshotting and replication, provided directly by the hyperconverged platform without third-party tools

- Support application-consistent snapshots for Microsoft SQL Server workloads, including coordination with guest operating systems as required
- Allow non-disruptive firmware and software updates, including rolling updates that do not require full cluster downtime
- Provide centralized management through a single, browser-based management interface, without reliance on multiple consoles or separate management platforms
- Support role-based access control (RBAC) for administrative functions
- Include proactive health monitoring and alerting covering compute, storage, networking, and cluster services
- Support RESTful or equivalent programmatic APIs to enable automation and integration with external management or monitoring systems

## Cluster Requirements

### *General Cluster Requirements*

The proposed solution shall consist of **two independent hyperconverged clusters**:

- A **production cluster** intended to replace CATA's existing virtual server environment
- A **disaster recovery (DR) cluster**, planned as an expansion to support replication and recovery of mission-critical workloads

Both clusters must utilize the **same hyperconverged software platform**, management interface, and operational model, and must be supported under the **same unified vendor support agreement**.

### *Production Cluster Requirements*

The production cluster shall consist of a minimum of four (4) hyperconverged nodes and be capable of sustaining CATA's existing workload with appropriate performance headroom.

Each production node must meet or exceed the following minimum specifications:

#### Compute

- Dual enterprise-class processors designed for server virtualization and capable of sustaining high-performance virtualized workloads
- Minimum 16 physical cores per processor
- High-frequency processor architecture suitable for database and transactional workloads
- Aggregate cluster compute capacity must be sufficient to support at least three (3) SQL Server virtual machines, each allocated 32 vCPUs and 128 GB RAM, plus all remaining virtual workloads without resource contention.

#### Memory

- Minimum 1 TB RAM per node
- Enterprise-grade DDR5
- Memory configuration must support future expansion

#### Storage

- All-flash or NVMe-based storage architecture
- Minimum 76.8TB raw NVMe storage per node
- Aggregate cluster raw storage capacity of approximately 300 TB
- Storage must be fully integrated into the hyperconverged platform with no external storage dependencies

#### Networking

- Redundant high-speed networking
- Minimum four (4) SFP28 10/25 GbE ports per node
- Support for redundant data and backplane networking

### Power and Form Factor

- Dual hot-swappable redundant power supplies per node
- 1U rack-mount form factor or equivalent

The production cluster must support native high availability, live migration, automated failover, and non-disruptive maintenance operations.

### *Disaster Recovery (DR) Cluster Requirements*

The disaster recovery cluster shall consist of a minimum of three (3) hyperconverged nodes and be designed to support replication and recovery of critical workloads from the production cluster.

Each DR node must meet or exceed the following minimum specifications:

#### Compute

- Dual enterprise-class processors designed for virtualized server workloads
- Minimum 12 physical cores per processor
- Sufficient aggregate compute capacity to support recovered workloads during a disaster recovery event

#### Memory

- Minimum 768 GB RAM per node
- Enterprise-grade DDR5

#### Storage

- Hybrid storage architecture consisting of:
  - High-capacity HDD storage for bulk data
  - NVMe or SSD storage for performance-sensitive workloads
- Minimum per-node storage configuration equivalent to:
  - Approximately 100 TB raw HDD storage
  - Approximately 10–15 TB NVMe/SSD storage
  - Storage must be fully integrated into the hyperconverged platform.

#### Networking

- Redundant 10/25 GbE networking
- Minimum four (4) SFP28 ports per node
- Support for replication traffic between production and DR clusters

#### Power and Form Factor

- Dual hot-swappable redundant power supplies per node
- 2U rack-mount form factor or equivalent

## **Replication and Recovery**

The solution must provide native, integrated replication between the production and DR clusters without reliance on third-party tools or additional licensing. Replication must support:

- Application-consistent snapshots for SQL Server workloads
- Configurable replication schedules
- Centralized management and monitoring
- Non-disruptive testing of recovery procedures

## **Operational Consistency**

Both clusters must be:

- Managed through a **single, browser-based management interface**
- Supported under a **single vendor support model**
- Covered by a **minimum five (5) year hardware and software support agreement**

- Capable of **non-disruptive expansion**, including the addition of nodes or future remote clusters

## Warranty, Support and Escalation

All warranty, support, and escalation services shall be provided by the proposer, the OEM, or a combination thereof, under a single, unified support model. Regardless of delivery method, the proposer shall remain the single contractual point of accountability to CATA.

## Preferred Solution

CATA's preferred solution is a hyperconverged platform based on SC//HyperCore Virtualization Suite, delivered and supported by the original equipment manufacturer (OEM), or an approved equivalent meeting all architectural, functional, and performance requirements defined herein.

Vendors proposing an equivalent solution must submit required Approved Equal documentation in accordance with the Schedule of Activities.

## Installation and Migration

Installation and migration responsibilities are defined as follows:

### **CATA will:**

- Rack and physically connect all hardware
- Perform required production network and backplane configuration

### **The proposer and/or OEM shall:**

- Provide cluster configuration services (onsite or remote)
- Provide network configuration guidance and documentation as required
- Provide a supported VM migration solution, including assistance and validation
- Ensure all OEM-delivered services and activities result in a fully functional production and DR environment.

## Documentation and Training

### **The proposer and/or OEM shall:**

- Cluster architecture and configuration documentation
- Network and logical design diagrams
- Administrative and troubleshooting documentation
- Training for CATA staff covering administration, monitoring, backup, and recovery procedures

## Pricing Requirements

Proposals must include all costs for a minimum of five (5) years, including hardware, software, licensing, warranty, support, training, and migration services. Any excluded costs must be explicitly identified. Unidentified or surprise costs will be the responsibility of the proposer and/or OEM, not CATA.

## Overall Objective

CATA seeks a simple, reliable, high-performance hyperconverged solution that minimizes operational complexity, supports critical SQL workloads, and provides long-term stability with minimal ongoing maintenance.

## SECTION II: 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 4220.1G.

The website address of the Federal Transit Administration is [www.fta.dot.gov](http://www.fta.dot.gov).

The website address of the Michigan Department of Transportation is [www.michigan.gov/mdot](http://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 4220.1G, 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](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 online at [www.cata.org](http://www.cata.org).

### III-H Contractual Terms and Conditions

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

## **APPENDICIES**

- 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 G: Certification of Primary Contractor Regarding Debarment, Suspension and other Responsibility Matters
- Appendix H: Certification of Lower-Tier Participants (Sub-contractors) Regarding Debarment, Suspension and other Responsibility Matters
- Appendix I: Build America Buy America

## APPENDIX A

### CAPITAL AREA TRANSPORTATION AUTHORITY STANDARD TERMS AND CONDITIONS OF PROCUREMENT

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 a substantial increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by such order, the parties shall agree to an equitable adjustment by written modification of the contract. If the parties cannot so agree, CATA shall have the option to terminate 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.
2. **TERMINATION FOR DEFAULT.** CATA, by written notice, may terminate the contract, in whole or in part, for failure of the Contractor to perform any of the provisions of the contract. In such event, the Contractor shall be liable for all damages CATA incurs, 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, in whole or in part, for any reason when it determines it is in the best interest of CATA. If this contract is so terminated, the Contractor shall be compensated only for costs actually incurred and/or services actually performed prior to the time of notification of termination.
4. **TRANSITION RESPONSIBILITIES.** Upon termination of the contract for any reason, if CATA requests Contractor must reasonably assist with restoring CATA's data and/or materials to CATA and with any mandatory activities required for transition.
5. **ADDITIONAL INFORMATION.** The Contractor shall promptly furnish any additional information requested by CATA.
6. **CONTRACTOR RESPONSIBILITY.** The Contractor shall assume responsibility to ensure all materials used are suitable for CATA's needs whether the same is manufactured by the Contractor or purchased ready made from a source outside Contractor's company.
7. **DELIVERY.** Service and/or equipment will be delivered to Capital Area Transportation Authority, 4615 Tranter Street, Lansing, Michigan 48910. Invoices shall be furnished with the delivery of each item, service, or as otherwise specified in the contract. CATA reserves the right to inspect, but is not required to so inspect, all deliveries or services before acceptance.
8. **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 and material breach of the contract. Contractor shall be subject to all legal causes of actions, rights, and remedies that CATA may have and CATA may recover, in addition to any damages or costs relating to Contractor's breach, its reasonable attorneys' fees resulting from Contractor's breach.
9. **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.
10. **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, pandemic/endemic, force majeure, government controls, or by reason of any cause or circumstance beyond the control of the Contractor. In the event of such a delay, Contractor must notify CATA in writing. CATA shall reasonably extend the time of completion or a delivery by a number of days to be determined in each instance by CATA.
11. **INSTALLATION.** If specified in the contract, 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.
12. **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, pandemic/endemic, force majeure, 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 reasonable number of days to be determined in each instance by CATA.
13. **ASSEMBLY.** If required for the equipment to be operational and suitable for CATA's purposes, the Contractor shall assemble the equipment at its expense prior to installation.
14. **ACCESSORIES.** The Contractor shall furnish, without additional cost, all accessories required to permit CATA to operate any equipment being provided.

15. **COMMUNICATION AND TRAINING.** Contractor shall confer as necessary and cooperate with CATA in order that the services performed under the contract may proceed in an efficient and satisfactory manner. Contractor's work will include all conferences, consultations, hearings, or appearances deemed necessary by CATA to ensure that Contractor will be able to properly and fully perform the objectives as set forth in the contract. The Contractor, without additional cost, shall properly train CATA personnel in the operation and maintenance of the equipment provided.
16. **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.
17. **WARRANTY.** Contractor unconditionally guarantees that the quality of its work and warrants all work, services, and equipment it performs and/or provides under the contract will meet or exceed CATA's requirements and expectations. In addition to any other warranty, Contractor shall perform all obligations under the contract in a satisfactory manner as shall be determined within the sole and reasonable discretion of CATA. If CATA is dissatisfied with the quality of Contractor's work or Contractor's performance under the contract for any reason, CATA shall provide written notice to Contractor. If Contractor fails to remedy any quality or performance issue within 30 days from the date of this written notice, CATA shall have the right to immediately terminate the contract with no further obligations to Contractor, financial or otherwise. 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. 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.
18. **PERFORMANCE GUARANTY.** Contractor must at all times have financial resources sufficient, in the opinion of CATA to ensure performance of the contract and must provide proof upon request. CATA may require a performance bond if, in the opinion of the CATA, it is necessary to ensure performance of the contract. If required, as provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Underlying Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.
19. **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.
- (d) Cyber Liability Insurance, to a combined single limit of \$1,000,000 each occurrence/claim.

Occurrence-based policies must be maintained for the duration of the contract. Claims-made policies must be maintained for that period and until all applicable statutes of limitations have expired. Contractor's insurance must be primary so that any CATA insurance is excess, secondary, and non-contributing. Contractor agrees to name CATA as an additional insured on any applicable policies including, but not limited to the liability insurance policy, to provide the fullest insurance and indemnification to CATA allowed by the policy and applicable law. Contractor's insurance must be written by carrier's authorized to write insurance in Michigan and having at least an A- rating in the most recently published version of A.M. Best Company Insurance Ratings. Contractor's insurance must be endorsed to provide that the policy will not be canceled or materially changed without 30 days written notice to CATA (or if this endorsement cannot be obtained, Contractor will give CATA at least 30 days' advance notice before any policy is cancelled or its terms are materially altered). Each of Contractor's insurance policies must waive all of their subrogation rights with respect to losses payable under the policy.

Contractor must provide a copy of its insurance policies complying with the terms of the contract to CATA if CATA so requests. CATA is under no obligation to request such policies.

20. **INDEMNIFICATION, HOLD HARMLESS, DEFENSE, AND WAIVER OF CLAIMS.** While insurance can be used to satisfy this obligation, not limited by the protection afforded by any policy of insurance, to the fullest extent permitted by law Contractor agrees to indemnify, defend, and hold harmless CATA and, if applicable, the Michigan Department of Transportation, the Federal Transit Administration, and all of each of their officers, agents, and employees thereof, without reservation, from and against any and all liabilities, obligations, penalties, claims, charges, demands, causes of action, losses, damages, costs and expenses, whether determined to be valid or only alleged, in any way related to Contractor's obligations and/or performance of the contract including, but not limited to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in the contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

CATA shall promptly notify Contractor of any claim as to which it seeks defense and indemnification and provide reasonable cooperation. Contractor shall have the right to select counsel and to control the defense, so long as CATA consents and agrees to the counsel, such approval within the sole discretion of CATA.

To the fullest extent permitted by law, Contractor hereby waives any and all claims against CATA and agrees not to hold CATA liable for any damages including, but not limited to, personal injury or property damage incurred by Contractor or its employees while performing services under the contract.

21. 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.
22. 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.
23. FINAL ACCEPTANCE. All services performed by Contractor under the contract are subject to review and approval of CATA for completeness and fulfillment of the requirements of the contract. CATA's review, approval, or payment for any services shall never be construed to operate as a waiver of any rights under the contract, and Contractor shall be and will remain liable in accordance with applicable law for all damages to CATA caused by Contractor's negligent performance or nonperformance of any services furnished under the contract or any representations made under or in performance of the contract. Final undisputed payment for services or equipment under the contract shall commence the warranty period.
24. NO ASSIGNMENT OF CONTRACT. The contract is only with Contractor and may not be assigned by Contractor to any other person or entity without CATA's written consent. Any assignment in violation of this paragraph shall be void and shall provide the opportunity to CATA to void the contract, at its sole choice and election.
25. 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, or terminate the contract in its sole discretion.
26. WAIVER. No failure by CATA to insist upon the strict performance of any covenant, duty, obligation, agreement, or condition of the contract or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, obligation, agreement, or condition. Neither the assessment of liquidated damages or penalties nor any failure to assess liquidated damages or penalties shall be construed to waive or excuse performance requirements or any rights CATA has to damages or penalties under the contract
27. CONFIDENTIALITY AND OWNERSHIP OF DATA AND DOCUMENTS.
  - (a) All original documents, calculations, and work product produced by Contractor, whether produced on paper or electronic media or otherwise in performance of the contract, and all data gathered through provision of services shall be the sole and exclusive property of CATA. 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 the contract are "works made for hire," as that term is used in connection with the U.S. Copyright Act.
  - (b) 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.
  - (c) 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 practice, 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.
  - (d) In order that the Contractor may effectively fulfill its obligations under the contract, it may be necessary or desirable for CATA to disclose confidential and/or proprietary information to the Contractor. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its employees to regard, all information gained from CATA as confidential and such information shall not be disclosed to any organization or individual without court order or the prior written consent of CATA. With respect to a subpoena, court order or other legal process, Contractor shall notify CATA of the demand for information before responding, and shall comply with this provision to the extent practicable. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order. Contractor agrees to take appropriate action with respect to its employees to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

(e) PATENT RIGHTS. Contractor agrees that:

- a. (1) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Contractor produces a patented or patentable invention, improvement, or discovery; (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Underlying Agreement; or (3) When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of this Master Agreement, the Contractor will notify FTA immediately and provide a detailed report satisfactory to FTA.
- b. Federal Rights. Contractor agrees that: (1) Its rights and responsibilities in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of Contractor as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Contractor will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200, et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- c. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Contractor agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with applicable federal requirements.

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. 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.

30. COST COMPUTATION. The Federal Acquisition Regulation, 48 CFR, Chapter 1, Part 31.2, as now existing or hereinafter amended, 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 the contract 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 the contract, and when calculating the amount due Contractor pursuant to Termination for Convenience clause.

31. 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.

32. EXTENSION. CATA has the right, in its sole discretion, to extend the term of the contract beyond the term and subsequent options outlined in the contract. Any such extension after the options outlined above must be in writing and upon terms mutually agreed between CATA and Contractor.

33. TIME IS OF THE ESSENCE. Contractor agrees time is of the essence in the performance of the contract. Failure to perform as required may, in CATA's sole discretion, be declared a material breach of contract.

34. CONTRACTOR EMPLOYEES. Contractor warrants and represents that its employees who will perform work under the contract are properly educated, trained and/or licensed to perform the services under the contract. Contractor shall perform all its obligations under the contract without the use of a subcontractor, unless CATA grants express written approval for the use of a subcontractor before such services are performed. Approval of a subcontractor is in CATA's sole discretion and is not required under any circumstance. In the event any such subcontractor is approved, Contractor's 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 Contractor.

35. INDEPENDENT CONTRACTOR. Contractor's relationship to CATA is independent-contractor-to-client. None of Contractor's personnel are employees of CATA, and CATA is not a partner of Contractor. Contractor expressly acknowledges and agrees that it and its employees are not and will not for any purposes be considered employees, agents, or representatives of CATA. Contractor shall be responsible for any and all taxes, worker's compensation insurance, and any other work-related expenses, including but not limited to work performed under contract for CATA. Contractor shall be solely responsible for the actions of its employees and/or contractors and agrees to fully defend, indemnify, and hold CATA harmless, without reservation for any claims or causes of action which arise as a result of their actions.

36. MEDIA CONTACT AND RELEASES. Contractor will not issue any public announcement or media release of any kind regarding the contract, the services performed or additional services or projects which relate to the contract, or any incident that occurs while performing services under the contract without the prior written approval of CATA, and then only to the extent of and in accordance with instructions given with such approval. CATA will be responsible for providing all public information materials on the services performed under the contract.

37. **INVOICING.** CATA shall not incur any expense until and only to the extent that services are provided by Contractor and such services are properly invoiced. If Contractor satisfactorily performs the required work under the contract. CATA will pay Contractor for the work performed as outlined in the Proposal, if the same is properly invoiced. Contractor is responsible to submit a complete, proper, and timely invoice to CATA for any orders under the contract. Failure to do so will relieve CATA of the obligation to pay. Each invoice must include invoice number, time period covered by the invoice, description of work completed, contact person and phone number, and payment remit address. CATA will pay each undisputed invoice within 30 days after receipt if that invoice meets the itemization and other requirements described in the contract. CATA may withhold from one or more invoices all amounts disputed in reasonable detail by CATA within 90 days of the date of invoice. Payment does not waive claims that CATA may have against Contractor. Contractor must continue to provide services regardless of any fee, price, or charge dispute.
38. **INTERPRETATION.**
- (a) References to laws, documents and other written materials include amendments that may be made from time to time.
  - (b) References to days mean calendar days. Any deadline or end of any time period that does not fall on a business day extends through the next business day. Business day means any calendar day other than a Saturday, Sunday or other day on which financial institutions close.
  - (c) If any provision of these General Terms and Conditions conflicts with a provision required by law or contract, including, but not limited to those mandated by MDOT, FTA, US DOT, or other mandatory provision, the mandatory provision shall prevail.
39. **RISK OF LOSS.** Until final acceptance, title and risk of loss or damage to any materials remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. CATA will record and report to Contractor any evidence of visible damage. If the CATA rejects any equipment or materials, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming equipment or materials remains with Contractor. Rejected equipment or materials not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and CATA will have the right to dispose of it as its own property. Contractor must reimburse CATA for costs and expenses incurred in storing or effecting removal or disposition of rejected equipment or materials.
40. **SURVIVAL.** The provisions of the contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of the contract.
41. **DISCLOSURE.** Contractor specifically and expressly understands that CATA is subject to public disclosures including the Freedom of Information Act and as such the contents of any contract with CATA, any information Contractor provides to CATA, payments made to Contractor, etc. may be disclosed by CATA without any prior notice to Contractor.
42. **COMPLIANCE WITH GRANT TERMS.** Contractor understands and agrees that CATA's funding to pay Contractor compensation for the contract may come from grant dollars or funding sources that have terms which need to be met. Contractor agrees that upon notification by CATA of these terms, Contractor will conduct itself in accordance with and abide by any such terms, without condition, to ensure CATA does not lose the funding source.
- a. Contractor agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if: (1) CATA or Contractor has failed to make reasonable progress implementing the Award; (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or (3) CATA or Contractor has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.
  - b. **Financial Implications.** In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that CATA or Contractor has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require CATA or Contractor to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
  - c. **Expiration of the Period of Performance.** Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.
  - d. **Uniform Administrative Requirements.** These termination rights are in addition to and in no way limit the Federal Government's rights to terminate described in 2 CFR § 200.340.
43. **MDOT AND FTA TERMS.** All contractual provisions that the Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and/or the US Department of Transportation ("US DOT") 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 4220.1 and the Clause Matrix (last updated September 2023), as updated and amended, and the Master Agreement between CATA and FTA and the Master Agreement between CATA and MDOT as it may be amended, all of which 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 mandated contractual provisions.
44. **ETHICS.** Contractor agrees it has or it will establish and maintain written Standards of Conduct covering conflicts of interest that:

- (1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third party contract or subcontract: (i) The Contractor's officers, employees, board members, or agents engaged in the selection, award, or administration of any third party agreement; (ii) The immediate family members or partners of those listed above in section 4(a)(1)(i) of this Master Agreement; and (iii) An entity or organization that employs or is about to employ any person that has a relationship with CATA listed above in sections 4(a)(1)(i) and (ii) of this Master Agreement;
- (2) Prohibit those individuals listed above from: (i) Engaging in any activities involving CATA's or any of its Contractors present or potential Third Party Participants at any tier, including selection, award, or administration of a third party agreement in which the individual has a present or potential financial or other significant interest; and (ii) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third Party Participant in CATA's Underlying Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and
- (3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above for violations.
45. **CHANGE IN CONTROL.** Contractor will notify CATA within 30 days of any public announcement or otherwise once legally permitted to do so, of a material change in Contractor's organizational structure or ownership. For purposes of the contract, a material change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes. In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract. If CATA is not satisfied for any reason with the new control, CATA has the option to terminate the contract.
46. **CHANGE IN CIRCUMSTANCES.** Contractor agrees that changed circumstances may occur that may impact CATA's ability to comply with the FTA terms and conditions such as: (i) A change in federal requirements or guidance; (ii) A change in state, territorial, local, or tribal requirements; (iii) A change in CATA or Contractor's circumstances, including: (A) Its legal, financial, technical, or managerial capacity; (B) Its continuing control of Project property; or (C) Another similar situation; and (iv) Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or knowledge that the Contractor's principal, official, employee, agent, or another third party, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against CATA or the Contractor; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities. In the circumstances described above, Contractor agrees to provide immediate written notice to CATA so it can provide appropriate notice to the interested parties.
47. **NOTICE OF DISPUTES, BREACHES, DEFAULTS, AND LITIGATION.** If a current or prospective legal matter that may affect CATA or the federal government emerges, the Contractor must notify CATA. The Contractor must include a similar notification requirement in each of its subcontracts for twenty-five thousand dollars (\$25,000) or more.
- (a) Legal disputes that require notification under this provision include, but are not limited to, a major dispute, breach, default, litigation, or naming CATA or naming the federal government as a party to litigation or a legal disagreement in any forum for any reason.
- (b) Matters that may affect the federal government (and thereby CATA) include, but are not limited to, the or the federal government's interests in the award, the accompanying underlying agreement, and any amendments thereto, or the federal government's administration or enforcement of federal laws, regulations, and requirements.
- (c) Additional notice to U.S. DOT Inspector General. The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA chief counsel or regional counsel for FTA's appropriate region, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the false claims act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is the subject of this contract, another contract funded by the FTA, or an agreement involving a principal, officer, employee, or agent of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change.
48. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor agrees to, and assures that each of its employees, agents, or subcontractors will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; (iii) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; 53 (iv) Comply with federal transit law, specifically 49 U.S.C. § 5332; (v) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (vi) Follow other federal guidance pertaining to EEO laws, regulations, and requirements. And, if required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Contractor agrees to take affirmative action that includes, but is not limited to: (A) Recruitment advertising, recruitment, and employment; (B) Rates of pay and other forms of compensation; (C) Selection for training, including apprenticeship, and upgrading; and (D) Transfers, demotions, layoffs, and terminations. Contractor also recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

## 49. NONDISCRIMINATION.

- (a) Compliance with Regulations. Contractor shall comply with all applicable laws, rules, and regulations relative to nondiscrimination including, but not limited to 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 MDOT, FTA, or other governing authority may issue.
- (b) Nondiscrimination. With regard to the work performed by it during this contract, Contractor shall not discriminate on any grounds prohibited by applicable law 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 the Elliott-Larsen Civil Rights Act (Public Act 453 of 1976) and the Persons with Disabilities Civil Rights Act (Public Act 220 of 1976) incorporated herein by reference, and as stated in Appendix B. Contractor further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any subcontractor employed in the performance of this contract.
- (d) ADA Access. All work performed and all services provided pursuant to this contract shall be in compliance with all policies 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, but not limited to, 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 regulations or directives as they may from time to time be promulgated or amended.
- (e) Contractor assures that neither it nor any of its employees or subcontractors will discriminate on the basis of race, color, national origin, creed, disability, or sex in the performance of this contract. 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.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

## 50. DBE REQUIREMENTS.

- (a) Contractor will carry out the applicable requirements of the Michigan Department of Transportation's and/or the FTA's Disadvantaged Business Enterprise ("DBE") program, Section 11101(3) of the Infrastructure Investment and Jobs Act, all US DOT regulations, 49 CFR 26 including, but not limited to those requirements set forth in Appendix D, attached hereto and made a part hereof, and federal transit law specifically including, but not limited to 49 USC § 5332. 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 agrees that it and each of its employees, agents, and subcontractors must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26.
- (c) Contractor agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted subagreements, third party contracts, and third party subcontracts as applicable.
- (d) Failure by Contractor to carry out the requirements of this subparagraph is a material breach of the contract, and CATA, MDOT, and or the FTA may impose any of the following remedies, or such other remedy as CATA deems appropriate, including, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible.

- (e) Consistent with the requirements of 49 CFR 26.29, 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.

51. **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.

52. **ACCESS TO RECORDS/AUDITS.**

- (a) 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. Contractor's books, documents, and all other records of work performed under the contract and/or at any CATA facility shall be made available during normal business hours to CATA upon request. The Contractor shall also provide during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, or their duly authorized representatives, and any representatives from MDOT, 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. Unless a longer period is required by law or other provision of these Standard Terms and Conditions, Contractor shall retain all work data, documents, proceedings, and activities related to this contract for a period of three (3) years from the date of final payment under this contract 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.
- (b) Contractor further agrees to provide: (1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all contract records as required under 49 U.S.C. § 5325(g); and (2) Sufficient access to all contract records as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of the contract as determined by FTA.
- (c) The Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after termination of the contract.
- (d) To the extent required under federal law, Contractor agrees to provide the following information about federal assistance: 93 (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project; (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and (3) The amount of federal assistance FTA has provided for a State Program or Project. (b) Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

53. **ACCESS TO THE SITES OF PERFORMANCE.** The Contractor agrees to permit FTA and the State of Michigan and its contractors access to the sites of performance under this contract as reasonably may be required.

54. **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. Contractor further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services under the contract. Contractor further covenants in the performance of the contract that no person having any such interest shall be employed by Contractor.

55. **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.

56. **INTEREST OF MEMBERS OF THE STATE LEGISLATURE:** No member of the State Legislature shall be admitted to any share or any part of a contract or any benefit arising there from.

57. **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.

58. **DEBARMENT AND SUSPENSION.** The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier

that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (a) Debarred from participation in any federally assisted Award;
- (b) Suspended from participation in any federally assisted Award;
- (c) Proposed for debarment from participation in any federally assisted Award;
- (d) Declared ineligible to participate in any federally assisted Award;
- (e) Voluntarily excluded from participation in any federally assisted Award; or
- (f) Disqualified from participation in any federally assisted Award.

Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by CATA. If it is later determined by CATA that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the CATA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

59. **RESTRICTIONS ON LOBBYING.** No Federal appropriated funds shall be paid or will be paid, by or on behalf of the Contractor, subcontractor, sub-grantee or sub-recipient, to any person for influencing or attempting to influence 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 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. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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, contractor, subcontractor sub-grantee or sub-recipient shall complete and submit to CATA an appropriate disclosure.
60. **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, terms, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.
61. **STATE CHANGES.** Contractor shall at all times comply with all applicable MDOT regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and MDOT, 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 MDOT regulations, policies, terms, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.
62. **GOVERNMENT APPROVAL.** If any item required by the contract requires approval for the sale and/or use thereof by statute or regulations, Contractor certifies it has or will obtain an approval for their sale and/or use from the appropriate agency. Contractor will submit to CATA a copy of each such approval for sale and/or use.
63. **NO GOVERNMENT OBLIGATION.** Notwithstanding any concurrence by the Federal Government or MDOT in, or approval of, the solicitation or award of the contract, 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 the contract, and neither shall be subject to any obligations or liabilities to CATA, the Contractor or any other party (whether or not a party to the contract) pertaining to any matter resulting from the contract. 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.
64. **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.
65. **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.
66. **FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**
- (a) **Civil Fraud.** The Contractor acknowledges and agrees that: (i) Federal laws, regulations, and requirements apply to itself and to CATA's Agreement with the FTA, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31. (ii) Contractor certifies and affirms to CATA and the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Contractor provides to CATA and/or the Federal Government. (iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Contractor presents, submits, or makes available any false, fictitious, or fraudulent information.

- (b) Criminal Fraud. The Contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.
- (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.

#### 67. SAFE OPERATION 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 the contract.

68. VETERANS EMPLOYMENT. As provided in 49 USC §5325(k), Contractor is encouraged, to the extent practicable, give a hiring preference to veterans (as defined in 5 USC 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

69. INSPECTION: All material shall be received is subject to CATA's right of inspection and rejection, within CATA's sole discretion. Defective material or materials not in accordance with CATA's specifications will be held for Contractor's instructions and at Contractor's expense. Payment for material on an order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Contractor's responsibility for latent defects.

70. 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.

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

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

73. ACTIONS INVOLVING COMMERCE. Contractor agrees to comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance involving commerce, and as the Federal Government otherwise determines applicable.

74. NO OBLIGATION BY THE FEDERAL GOVERNMENT. Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to CATA, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting to the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will subject to its provisions.

75. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Pursuant to the FTA requirements, Contractor understands CATA is prohibited from obligating or expending any loan or grant funds to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, Or systems that users covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). II. Telecommunications or video surveillance services provided by such entities or using such equipment. III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph(1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is

reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115232, section 889 for additional information.

76. **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.
77. **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.
78. **BUILD AMERICA BUY AMERICA PROVISIONS.** For purposes of these Standard Terms and Conditions, the "Build America Buy America Requirements" means all requirements imposed by 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661, as those provisions may be amended from time to time.
- (a) Each contract utilizing FTA assistance must comply with section 165 of the Surface Transportation Assistance Act of 1982, as amended by section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and FTA regulations at 49 C.F.R. Part 661 and any guidance issued by FTA.
  - (b) For all contracts meeting the threshold at 49 U.S.C. §5323(j)(13):
    - i. Contractor agrees to comply all Build America Buy America Requirements and shall take all steps necessary and appropriate to ensure that no aspect of the work under the contract would put CATA out of compliance with any of the Build America Buy America Requirements. These require that iron, steel, manufactured products, and construction materials used in FTA funded projects be produced in the United States, with specific provisions that apply to rolling stock procurements, unless a waiver has been granted by FTA or the product is subject to a general waiver (see 49 C.F.R. S661.7). Separate requirements for rolling stock are set out at 49 U.S.C. §5323(j)(2)(C) and 49 C.F.R. §661.11. Contractor shall provide CATA with all certifications that may be requested from time to time by CATA or the federal government in any way related to Contractor's compliance with the Build America Buy America Requirements. The continued accuracy of the certificate, attached as Appendix I, entitled " Build America Buy America Certification", submitted with Contractor's proposal/bid is a term and condition of this Agreement.
    - ii. Contractor shall also ensure that each subcontractor (of every tier) and each supplier providing any material, equipment, or other product for this contract (1) fully complies with the Build America Buy America Requirements, (2) provides CATA and/or the federal government all certifications that may be requested or required from time to time, and (3) fully complies with all other requirements that the Build America Buy America Requirements contemplate for, or impose on, subcontractors or suppliers. Contractor shall ensure that each subcontract (at every tier) and each supplier contract includes provisions requiring that the subcontractor or the supplier fully comply with all Build America Buy America Requirements and this provision.
  - (c) Any violation of the Build America Buy America Requirements or of these Terms and Conditions by the Contractor, by any subcontractor, or by any supplier will be deemed a material breach of this contract by the Contractor. If such a breach happens, CATA may terminate this contract for default and/or may pursue any and all other remedies that CATA has under this contract or under the law. To avoid any doubt, Contractor's obligations under this contract includes an obligation to defend, indemnify, and hold harmless CATA against any liability arising out of or related to any violation of the Build America Buy America Requirements or of this section by the Contractor, by any subcontractor, or any supplier.
  - (d) Build America Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented from time to time by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The VENDOR acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
79. **RESTRICTIONS ON LOBBYING.** Contractor shall fully comply with 31 U.S.C. § 1352, as amended; with any regulations implementing that statute; and with any non-superseded guidance about that statute issued by the federal government (this statute, those regulations, and that guidance together are the "Byrd Anti-Lobbying Amendment"). No Federal appropriated funds shall be paid or will be paid, by or on behalf of the Contractor, subcontractor, sub-grantee or sub-recipient, to any person for influencing or attempting to influence 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 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. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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, contractor, subcontractor sub-grantee or sub-recipient shall complete and submit to CATA an appropriate disclosure.

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 the procurement.

80. DAVIS-BACON ACT: All Contractors providing CATA with construction services in excess of \$2,000 shall operate in compliance with the Davis-Bacon Act (40 USC 27a to a7) as supplemented by Department of Labor regulations (29CFR, Part 5). Under the terms of this statute, Contractors and sub-contractors shall be required to pay wages to laborers, and mechanics, at a rate not less than the minimum wage specified in a wage determination made by the Secretary of Labor. Additionally, Contractors and sub-contractors shall be required to pay wages not less than once a week.
81. WORK HOURS. Contractor agrees to comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.
82. COPELAND "ANTI-KICKBACK" ACT: All Contractor providing CATA with construction or repair services shall be in compliance with the Copeland "Anti-Kickback" Act 18 USC 874 as supplemented by Department of Labor regulations (29 CFR, Part 3). Each Contractor and sub-contractor is hereby prohibited from inducing, by any person employed in the construction, completion, or repair of CATA work/equipment, to give up any part of the compensation to which such person is otherwise entitled.
83. SEISMIC SAFETY. To the extent applicable, The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.
84. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS. Contactor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

## 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.

The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions,

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. including sanctions for noncompliance.

## 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

### CATA Board Policy No. 204

#### **DISADVANTAGED BUSINESS ENTERPRISE POLICY**

The Capital Area Transportation Authority (CATA) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. CATA has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, CATA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of CATA to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT - assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Purchasing and Contracts Manager has been delegated as the DBE Liaison Officer. In that capacity, the Purchasing and Contracts Manager is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by CATA in its financial assistance agreements with the Department of Transportation.

CATA has disseminated this policy statement to the Board of Directors and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. CATA will give public notice of DBE goals, how the goals were determined, and contact information for public comment.

Adopted: 04/20/2022

## APPENDIX E

### CERTIFICATE REGARDING LOBBYING

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions (as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (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 USC § 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 USC § 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 USC § 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 USC § 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Date

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

## 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.

---

Contractor

---

Signature of Contractor's Authorized Official

---

Name & Title of Contractor's Authorized Official

---

Date

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

## APPENDIX G

### **CERTIFICATION OF PRIMARY CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Contractor, \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offense enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or Local) terminated for cause or default.

If the above named Primary Contractor is unable to certify to any of the statements in this certification, the Primary Contractor shall attach an explanation to this certification.

The Primary Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 U.S.C. Section 3801 et seq. are applicable thereto.

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Date

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

## APPENDIX H

### CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUB-CONTRACTORS) REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

#### Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: \_\_\_\_\_

THE PROPOSER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Date

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

## APPENDIX I

### BUILD AMERICA BUY AMERICA CERTIFICATION

This procurement is subject to federal "Build America Buy America" Requirements set forth in 49 U.S.C. 5323(j) and in Federal Transit Administration ("FTA") regulations at 49 CFR Part 661, and in the Build America Buy America Act, Public Law 117-58, div G, tit. IX, section 70911-70927 (2021) as implemented by the US Office of Management and Budget, including, as applicable, 2 C.F.R. Part 184, which require that steel, iron, manufactured products, and construction materials used in FTA-funded procurements be produced in the United States. Special requirements apply to rolling stock, as defined in the regulations. See 49 U.S.C. 5323(j)(2)(C), 49 CFR 661.11. In some cases, the requirement may be waived (49 CFR 661.7). For further information on the Build America Buy America preference, please visit [www.doi.gov/grants/BuyAmerica](http://www.doi.gov/grants/BuyAmerica). Additional information can also be found at the White House Made in America Office website: [www.whitehouse.gov/omb/management/made-in-america/](http://www.whitehouse.gov/omb/management/made-in-america/).

**The "Build America Buy America" Certificate below must be completed and submitted with your bid/proposal. A bid/proposal which does not include the Certificate or where both certificates are signed will be considered non-responsive.**

**\*\*PLEASE SIGN ONLY ONE OF THE TWO CERTIFICATES BELOW \*\***

CERTIFICATE ONE:

#### BUILD AMERICA BUY AMERICA CERTIFICATE

The bidder hereby certifies that it WILL comply with the requirements of 49 U.S.C. 5323(j)(l) and applicable regulations in 49 CFR 661.

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

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

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

CERTIFICATE TWO:

#### BUILD AMERICA BUY AMERICA CERTIFICATE

The bidder hereby certifies that it CANNOT comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR 661.7.

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

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

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

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

## **ATTACHMENTS**

Attachment A: Submittal Checklist Form

Attachment B: Supplier Information Form

Attachment C: Reference Form

Attachment D: Pricing Form

Attachment E: DBE Participation Form

Attachment F: Bidders List Data Form

## ATTACHMENT A

### SUBMITTAL CHECKLIST FORM

All forms/certifications below **MUST** be completed and included in the proposal submission. Failure to submit the requested documents may lead to the rejection of the proposal.

- 
- Electronic Submission of proposal via Email
  - Cover Letter
  - Signed and completed Certification Regarding Lobbying
  - Signed and completed Iran Economic Sanctions Act Certificate
  - Signed and completed Certification of Primary Contractor Regarding Debarment & Suspension
  - Signed and completed Certification of Lower-Tier Participants (Sub-contractors) Regarding Debarment & Suspension
  - Signed and completed Build America Buy America
  - Signed and completed Submittal Checklist Form
  - Signed and completed Supplier Information Form
  - Signed and completed Reference Form
  - Signed and completed Pricing Form
  - Signed and completed DBE Participation Form
  - Signed and completed Bidders List Data Form
  - Certificate of Insurance
  - Signed and completed Amendment(s) (as issued)

Please Note: This bid package and any amendments are available at [www.cata.org](http://www.cata.org). Please continue checking the website for any updates or amendments.

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Date

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

**ATTACHMENT B****SUPPLIER INFORMATION FORM**

**Instructions:** This form is to be completed and included in the proposal submission.  
Attach additional pages if necessary.

CATA RFP No. 2026-164, Lifecycle Server Extension

1. **Name of firm:** \_\_\_\_\_

2. **Address:** \_\_\_\_\_

3.  **Individual**    **Partnership**    **Corporation**    **Joint Venture**

4. **Date organized:** \_\_\_\_\_  
**State in which incorporated:** \_\_\_\_\_

5. **Names of officers or partners:**

- a. \_\_\_\_\_  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_

6. **How long has your firm been in business under its present name?** \_\_\_\_\_

7. Have you been terminated or defaulted in the past five (5) years on any contract you were awarded? Have you been barred by Federal process or any State? Has your firm ever defaulted on a performance bond?

Yes    No   If YES, then attach as **SCHEDULE ONE** the full particulars regarding each occurrence.

8. In the past five (5) years, have you failed to complete any contract on which you were awarded?

Yes    No   If YES, then attach as **SCHEDULE TWO** the full particulars regarding each occurrence.

9. Have you had any litigation within the past (5) years involving any current or former projects with clients or government agencies?

Yes    No   If YES, then attach as **SCHEDULE THREE** the findings of any litigation including the status of each case.

The undersigned certifies to the accuracy of all information:

Name and title: \_\_\_\_\_

Company: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

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

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

**ATTACHMENT C****REFERENCE FORM**

Provide a minimum of three (3) references for projects in which goods/services similar to the scope of this RFP were provided. Please print LEGIBLY. Before adding information below, be certain the information provided is accurate.

Reference 1
Company Name:
Complete Address:
Contact Name and Title:
Phone:
Email:
Contract Amount:
Date of Purchase:
Percentage of Completion:
Description of Work:

Reference 2
Company Name:
Complete Address:
Contact Name and Title:
Phone:
Email:
Contract Amount:
Date of Purchase:
Percentage of Completion:
Description of Work:

Reference 3
Company Name:
Complete Address:
Contact Name and Title:
Phone:
Email:
Contract Amount:
Date of Purchase:
Percentage of Completion:
Description of Work:

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Date

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

**ATTACHMENT D****PRICING FORM**

Description	Price
Hardware	\$
Licensing & Support	\$
<b>Grand Total:</b>	<b>\$</b>

---

Contractor

---

Signature of Contractor's Authorized Official

---

Name & Title of Contractor's Authorized Official

---

Date

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

# ATTACHMENT E

## DBE PARTICIPATION FORM

INSTRUCTIONS FOR DBE FORM COMPLETION IS ON THE FOLLOWING PAGE

BLANK forms are NOT acceptable. If DBE subcontractor opportunities are available, please fill out sections 1 thru 5.  
If no subcontractor opportunities are available fill out section 6. **SIGNATURES ARE REQUIRED.**  
Separate forms are required for each DBE subcontractor. This form may be duplicated as necessary.

1. **DBE Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

2. **Dollar amount awarded:** \_\_\_\_\_

3. **Description of work to be performed:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### 4. CONTRACTOR'S COMMITMENT TO USE DBE FIRM

\_\_\_\_\_, is committed to utilize the DBE contractor to utilize the above named  
(Name of Contractor) DBE subcontractor/supplier in the manner and amount described on this form.

Dated \_\_\_\_\_  
(Authorized Signature)

#### 5. DBE'S COMMITMENT TO PARTICIPATE

\_\_\_\_\_, as a DBE firm, is committed to perform the work as described above for the  
(Name of subcontractor/supplier) amount specified.

Dated \_\_\_\_\_  
(Authorized Signature)

#### 6. NO SUBCONTRACT OPPORTUNITIES AVAILABLE

\_\_\_\_\_, has no subcontractor opportunities available for work to be performed.  
(Name of subcontractor/supplier)

Dated \_\_\_\_\_  
(Authorized Signature)

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

**DBE PARTICIPATION FORM - INSTRUCTIONS**

1. **DBE Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Sub-contractor name  
and address

2. **Dollar amount awarded:** \_\_\_\_\_

Amount awarded to Sub contractor

3. **Description of work to be performed:** \_\_\_\_\_

Work description

4. **CONTRACTOR'S COMMITMENT TO USE DBE FIRM**

Prime contractor fills out

\_\_\_\_\_, is committed to utilize the DBE contractor to utilize the above-named DBE subcontractor/supplier in the manner and amount described on this form.

Dated \_\_\_\_\_

(Authorized Signature)

5. **DBE'S COMMITMENT TO PARTICIPATE**

Sub-contractor fills out

\_\_\_\_\_, as a DBE firm, is committed to perform the work as described above for the amount specified.

Dated \_\_\_\_\_

(Authorized Signature)

6. **NO SUBCONTRACT OPPORTUNITIES AVAILABLE.**

Prime contractor fills out

\_\_\_\_\_, has no subcontractor opportunities available for work to be performed

Dated \_\_\_\_\_

(Authorized Signature)

**ATTACHMENT F****BIDDERS LIST DATA FORM**

CATA is required pursuant to 49 CFR Part 26(c) to create and maintain a comprehensive Bidders List. The information provided on this Bidders List Data Form will be used to determine the relative availability of Disadvantaged Business Enterprises (DBE's) and non-DBE's and will assist with establishing CATA's annual DBE goal. CATA's Bidders List is a compilation of bidders, proposers, quoters, sub-contractors, and suppliers of materials and services who have submitted bids during the advertising periods of solicitation for services and/or goods.

Please provide the following information:

1. Firm Name: \_\_\_\_\_
2. Firm Address: \_\_\_\_\_  
\_\_\_\_\_
3. Firm Phone Number: \_\_\_\_\_
4. Name of firm's majority owner: \_\_\_\_\_
5. Title of firm's majority owner: \_\_\_\_\_
6. Race of firm's majority owner: \_\_\_\_\_
7. Gender of firm's majority owner: \_\_\_\_\_
8. Phone number of firm's majority owner: \_\_\_\_\_
9. Email address of firm's majority owner: \_\_\_\_\_
10. Age of Firm: \_\_\_\_\_ Years \_\_\_\_\_ Months
11. Provide North American Industry Classification System (NAICS) code(s) that best defines your firm:  
\_\_\_\_\_  
(NAICS code applicable to each scope of work the firm sought to perform in its bid)
12. Is the firm a certified DBE under Michigan's Department of Transportation (MDOT) Unified certification Program (UCP)? \_\_\_\_\_ Yes \_\_\_\_\_ No
13. For certified DBE's under the MDOT UCP is/are the NAICS code(s) above the NAICS code(s) which you are certified as a DBE? \_\_\_\_\_ Yes \_\_\_\_\_ No
14. Will the firm subcontract any work, service and/or materials? \_\_\_\_\_ Yes\* \_\_\_\_\_ No  
\*If yes, please have all subcontractor(s) complete their own Bidders List Data Form.
15. Firm's annual gross receipts:
  - Less than \$1 Million
  - \$1-3 Million
  - \$3-6 Million
  - \$6-10 Million
  - Over \$10 Million

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Date

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