



Capital Area Transportation Authority
TRANSIT ADVERTISING SALES AND
MANAGEMENT AGENCY

Request for Proposal – Project # 2026-168

SCHEDULE OF ACTIVITIES

RFP Released:	August 25, 2026
Written Questions Due to CATA:	September 8, 2026 @ 11:00 A.M. Eastern Time
CATA's Responses to Questions Released:	September 22, 2026
Electronic Submission via email of Proposals and Due Date: (See Section I-J Proposals for further instructions)	Electronic Submission via email by 11:00 A.M. Eastern Time on October 13, 2026
Anticipated Award Date:	November 2026

Released on: August 25, 2026

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Capital Area Transportation Authority

TRANSIT ADVERTISING SALES AND MANAGEMENT SERVICES

Request for Proposal - Project # 2026-168

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: nwilson@cata.org

I-B Project Management

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

Ms. Teresa Miller
Marketing & Media Relations Strategist
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 January 1, 2027, and continue for a five (5) year 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.

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 nwilson@cata.org, and the subject line must state:

- i. PROPOSAL SUBMISSION – RFP 2026-168, Transit Advertising Sales and Management Agency

- 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 October 13, 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.

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.

Financial Proposal

Specific information regarding the Proposer's financial proposal shall be submitted and shall include:

1. Describe the proposed financial guarantee for the duration of the Agreement.
2. Describe the proposed distribution of proceeds from advertising sales. Describe what expenses would be deducted from gross revenues and what expenses would be the sole responsibility of CATA or the Contractor.
3. Furnish a copy of the proposed rate structure for all proposed inventory and revenue types.
4. Each proposer shall clearly state a payment proposal/revenue share for CATA. This shall include:
 - Minimum guaranteed payment for compensation to CATA for each year of the initial proposed contract period of five (5) years.
 - Percentage rate on sales revenue to be paid to CATA. Specifying the basis on which the percentage rate will be applied (gross or net revenue and, if net, what expenses are deducted to determine net revenue).
 - Estimated compensation structures must be outlined for CATA with corresponding rationale. Proposers must submit a table showing gross revenue, expenses, minimum annual guarantee and

their calculation of the net revenue, broken down by advertising type, anticipated to be paid to CATA during the five-year timeframe of the agreement.

Qualifications of firm/organization

The proposal must include the firm's principle 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. **Price, cost, and revenue evaluation.** This section outlines the respondent's proposed financial approach and demonstrates its ability to provide competitive pricing, maximize revenue for the transit agency, and ensure cost effective value for advertising clients.
 - Respondent demonstrates a high degree of competitiveness with respect to: 1) mitigating any transit-agency costs; 2) maximizing revenue-sharing; and 3) ensuring cost-effectiveness in pricing ads for sale to advertising clients.
 - The pricing form shall include all proposed pricing for services provided to the transit agency and advertising clients.
 - The pricing/cost/revenue form is completed accurately and in its entirety.
2. **Overall ability to deliver.** This section evaluates the respondent's ability to provide a clear overview of its capabilities, experience and supporting materials that demonstrate its readiness to deliver high-quality transit advertising services. The following items will help assess the respondent's creative strengths, operational practices, sales performance and overall client-support approach.
 - Please provide three (3) distinct work samples from existing transit clients, such as bus wraps and bus shelter advertisements, demonstrating: 1) a high degree of design creativity and visual appeal; 2) effective implementation and overall work quality; and 3) post-campaign analysis, including associated costs and sales generated.
 - Within the work samples, describe the process from start to finish and identify which elements were developed by the client and which were solely by the respondent.
 - Describe the campaign objectives and strategy behind each work sample.
 - Description of agency's quality-control processes – over and above the transit system's internal ad review and approval process – to ensure adherence to policy, accuracy and quality work output.
 - Respondent discusses its process for communicating with the transit agency and advertising clients, including how it resolves concerns and communicates delays, errors or changes in status.
 - Include how the respondent would address quality-control issues such as peeling wrap material or improper installation of advertising materials.
 - Respondent submits sample reports for a transit client showing how sales, available inventory, campaign schedules, production status and revenue are tracked, scheduled and communicated to the transit agency and advertising clients.
 - Respondent to submit proof of a strong history of transit advertising sales. Proof of gross sales at the local, regional and national levels, and/or proof that the respondent can dedicate sales resources and staff at the local level, including the Lansing Designated Market Area (DMA).
3. **Overall project experience.** Respondent provides clear evidence of prior project performance through case studies, client references or documented outcomes that illustrate the scope and effectiveness of its past work.
 - Respondent demonstrates exemplary advertising sales and management experience with respect to achieving clients' advertising sales goals, creativity, production quality, implementation, communication and analysis. Respondent demonstrates this through detailed work samples, performance metrics, campaign portfolios and descriptions of processes used to meet or exceed client objectives.
 - Respondent demonstrates a history of meeting or exceeding financial and sales commitments for comparable transit advertising contracts.
 - Respondent demonstrates a history of increasing revenue above the MAG at other transit agencies. Respondent provides verified sales records, historical MAG performance data or signed attestations from transit clients confirming revenue growth exceeding minimum annual guarantees.
 - Respondent demonstrates a history of providing timely communication, transparent reporting and responsive account management for comparable transit clients.
4. **Experience of the Firm with Similar Projects/Clients.** This section highlights the respondent's demonstrated history of successfully managing transit-related advertising projects, including relevant experience, workflow practices, client references, and the qualifications of key personnel.

- The proposal shall list three (3) company references that illustrate the respondent's past record of performance with similar projects.
- The proposal must demonstrate relevant experience and expertise as stated in the statement of work.
- The proposal includes a detailed description of the company's workflow with advertising clients and transit agency personnel, explaining how clients are targeted and solicited and detailing the process from initial intake through design, approval, production, installation and completion.
 - The workflow description identifies key communication points and the personnel responsible for communicating with the transit agency and advertising clients throughout the process.
- Include a list/description of the primary agency and subcontractor's key personnel who will be assigned to complete tasks for each aspect of the contract, including their qualifications and experience, preferably in resume format.
 - The proposal identifies the primary account manager and backup contact responsible for regular communication with the transit agency.

5. Completeness and Responsiveness of Proposal to RFP. This section evaluates how fully and clearly the respondent meets all submission requirements, provides required documentation, and delivers a proposal that is well-organized, accurate, and easy to review.

- The proposal is thorough, visually appealing and easily understandable.
- The agency's certificate of insurance.
- The business's legal name, address, telephone number and email address of those assigned to project are included in the proposal.

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

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 riders within its service area including students in secondary and post-secondary education, senior citizens, persons with disabilities and individuals from underserved communities.

CATA was founded in 1972 and recorded 9.60 million trips in fiscal 2025. CATA's service area includes all 556 square miles of Ingham County and extends into portions of Eaton and Clinton counties. CATA operates 32 fixed routes and ADA-complementary paratransit services. Systemwide, the agency maintains approximately 1,500 bus stops and 150 shelters. CATA also provides public transit services on the campus of Michigan State University, and to and from area colleges and school districts.

CATA has interlocal agreements with neighboring transit agencies to provide coordinated cross-boundary transportation services which align with its strategic goal to achieve regional mobility. Additionally, in fiscal 2025, CATA expanded contactless payment options and microtransit service and introduced its first full-size electric-powered bus. Electrifying the fleet will further reduce carbon emissions and help achieve CATA's goal of net-zero carbon emissions by 2035.

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 of more than 140 vehicles, 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.

As the region's primary multimodal transportation facility, the Capital Area Multimodal Gateway opened in November 2015 near MSU's campus. The Gateway offers seamless access to rail, intercity, regional and national bus lines, and transportation network companies such as Uber and Lyft, and taxicab services. The Gateway is served by three CATA fixed routes. The MSU-CATA Transportation Center (MSU-CTC/Ramp 1) 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.

CATA's bus operators and mechanics are represented by the Amalgamated Transit Union Local 1039. CATA utilizes a 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

Introduction

The Capital Area Transportation Authority (CATA) seeks proposals from qualified, experienced, professional agencies for the purpose of selecting an exclusive contractor to manage the sale of commercial electronic

and/or print advertising in and on CATA buses and vehicles, and in and on CATA shelters, facilities, properties and other assets owned or operated by CATA in a manner which is consistent with CATA policy.

Contractor will sell to advertisers and maintain interior and exterior display sign advertising space on specified CATA vehicles, shelters and/or properties and other assets yet to be determined, including full and partial route takeovers; full and partial vehicle wraps; king and Kongs; king and tail panels; and interior cards. CATA must approve and retains final authority regarding all advertisement applications proposed by Contractor including the style and manner of presentation, prior to the placement of any advertisement. Contractor must follow CATA's application process outlined in CATA Board Policy No. 205.

Contractor will pay CATA a percentage of its gross operating revenue and/or a profit-sharing percentage.

In accordance with CATA Board Policy No. 205 – Display of Items on CATA Property and Vehicles, attached hereto as Addendum A, Contractor will administer all allowable and approved forms of advertising as well as all aspects of design, development, production, installation, maintenance and removal of advertisements.

Contractor bears full responsibility for the comprehensive management of necessary and desired components and provisions of this advertising program.

CATA desires a mutually beneficial and strategic advertising partnership with a contractor that will offer options to diversify and grow the Authority's advertising offerings and revenues for the duration of the agreement. Contractor will also propose new advertising opportunities that increase revenue and support the advancement of public transit in CATA's service area.

Proposers are encouraged to submit proven, creative and executable transit advertising sales records, methodologies and media, regardless of whether they are specifically mentioned or defined in this scope.

Purpose

This contract shall establish for CATA a comprehensive transit advertising sales and management program, which complies with CATA Board Policy No. 205 and provides CATA with a means of maintaining a professional advertising environment that maximizes revenues for CATA and minimizes interference or disruption with the operation of its transportation system.

General requirements for this Request for Proposal are determined by CATA's governing Board of Directors, whose members represent the interests of the Authority and their respective jurisdictions and affiliations, in alignment with CATA's mission, vision, values and goals.

This request is an opportunity for respondents to demonstrate how their firms propose to meet CATA's advertising goals, policies and requirements.

Market Area and Growth Opportunities

According to the U.S. Census Bureau's Quick Facts, Ingham County is Michigan's 56th-largest county by area, covering an expanse of 556 square miles. Its estimated 2024 population was 290,427. Of those, 148,699 (51.2 percent) are female. Please see Attachment X for the 2019 census data.

CATA's current advertising portfolio includes a large commercial buy covering more than 25 of CATA's 40-foot Novas. A regional credit union typically advertises on a 60-foot bus annually. Kings and Kongs are most often placed on the New Flyer buses by a variety of nonprofit, governmental, and commercial advertisers. Transit cards are also used by organizations across these sectors.

Many of CATA's current advertisers operate at the state or national level. CATA sees an opportunity to expand its advertiser base if the onboard advertising agency were to increase outreach to local businesses and strengthen its local sales presence.

Fleet

As of April 2026, CATA owns and operates the following vehicles. CATA has several different models and body styles. CATA's total fleet counts follow:

BUS TYPE	OPERATED BY	COUNT
LARGE BUS (105 Total)		
40' New Flyer	CATA	45
40' NOVA	CATA	46
40' Electric Gillig	CATA	1
40' Electric New Flyer	CATA	1
60' New Flyer	CATA	2
60' NOVA	CATA	10
MEDIUM BUS (1 Total)		
30' Gillig Shopping Bus	CATA	1
SMALL BUS (48 Total)		
26' Ford E450	CATA	36
26' Ford E450	Transdev	12
VANS (6 Total)		
21.9' FORD TRANSIT (Electric)	Transdev	3
21.9' FORD TRANSIT (Gas)	Transdev	3
MINIVANS (52 Total)		
16.9' Dodge Caravan	Transdev	28
16.9' Chrysler Voyager	Transdev	24

Fleet Availability, Maintenance, and Operational Variability

CATA's available advertising inventory may vary slightly over time. Vehicles can rotate out of service for preventive maintenance, short term repairs, or unforeseen incidents such as accidents. To maintain transparency and manage advertiser expectations, CATA will communicate with the contracted agency through a shared document regarding daily down buses and any changes affecting advertising availability.

Vehicles in CATA's fleet available for advertising include those 60', 40' and Cutaway buses operated by CATA, 50 percent of which would be available for advertising. Our two EVs, 13 Hybrid Electric Flex, and the Shopping Bus are not available for advertising and **are included** in the 50 percent not available for advertising. Those operated by Transdev are also not available for advertising but are **not included** in the 50 percent figure.

Fleet Replacement and Long-Term Planning

CATA does not anticipate substantial fleet expansion in the near term. Instead, older vehicles are systematically replaced with new buses following industry-standard lifecycle schedules. Replacement vehicles enter service fully prepared for advertising installations, ensuring continuity in available inventory.

As part of its long-term sustainability strategy, CATA continues to modernize the fleet with vehicles that support reduced emissions. This includes hybrid electric and battery electric buses, aligning with CATA's commitment to being "on the road to zero emissions." Of those, the fully electric and thirteen hybrid-electric buses will not be available for advertising and included in CATA's 50 percent of vehicles not available for advertising.

Shelter Ownership and Rights of Way or Easements

CATA does not currently offer advertising sales on any facilities, bus shelters, benches or digital signage, but has conducted preliminary research and discussions with various municipalities for this purpose. CATA is interested in a contractor who can assist with the introduction of its advertising program to include such opportunities under CATA's new contract, which is part of this Request for Proposals.

Shelter Inventory

CATA has 54 shelters with Ad boxes and 154 shelters total. Of those currently 47 have Tolar Ad boxes, four are Brasco and three are Future Systems. Most of CATA's shelters are in the City of Lansing (60) and those with Tolar ad boxes are a total of 24. CATA also has shelters in East Lansing (66, 10 of which have ad boxes), Meridian Township (18, 9 of which have ad boxes), and CATA has a few shelters in outlying townships (Bath, Delhi, Delta, Lansing, and Williamston) as well as in the town of Mason, but those total 10 and only 2 have ad boxes. Currently, 4 Tolar shelters are not available for advertising due to motorists' line of sight concerns. Any future complaints will be evaluated, and adjustments will be made as necessary to accommodate motorists and maintain safe visibility.

In 2026 and 2027 CATA plans to add 15 new shelters and replace 55 shelters using Tolar shelters with ad boxes in CATA's five funding municipalities. Resulting in 124 shelters with ad boxes through the system over the first year of the contract, of which 50 percent would be available for advertising. As additional shelters are added in subsequent years of the contract, 50 percent of these will be made available for advertising.

Shelter Advertising Rights-of-Way

The selected contractor will need to adhere to sign ordinances and secure permission from each municipality for advertising display. Placing ads on bus shelters across multiple municipalities may require additional approvals beyond standard sign permits and is the responsibility of the contractor. In some locations, easements or rights of way agreements are necessary to install or maintain advertising structures, and each municipality has its own sign ordinances. Proposers should review local regulations as part of the application process. Once a vendor is selected, CATA will require documentation that each municipality has been notified and that all the necessary permits, approvals, easements or authorizations have been granted prior to any advertising being sold.

Digital Advertising

CATA is currently exploring opportunities to introduce digital signage at bus shelters and key facilities in the future. While there are no digital displays available today for advertising, CATA is evaluating potential locations, technology options and advertising formats that could offer dynamic, high-impact visibility for brand partners. As part of this RFP, CATA welcomes feedback and interest from prospective contractors to help us understand market demand and shape the development of future digital advertising assets. Any future digital equipment, installation, connectivity, maintenance, permits and content management systems. Would require CATA's approval and a mutually agreed-upon plan.

Advertising Program Requirements and Conditions

CATA seeks a contractor to creatively and strategically support existing (in-house) and propose new advertising opportunities that meet CATA's policies and goals of increasing and maximizing revenue while minimizing interference or disruption with the operation of its transportation system.

Requirements and conditions for program management, and the sale of advertising space include, but are not limited to, the following:

1. Exclusive Contractor

Proposer will act as CATA's exclusive contractor for the sale and management of advertising space in and on its properties, shelters and vehicles. Contractor will solicit and procure permissible advertisers under CATA Board Policy No. 205 for available advertising space on CATA's transit assets and other properties.

2. Contractor Access to Facilities; Conduct and Compliance with Policies

Contractor shall have access to CATA's vehicles, shelters and facilities during normal business hours or alternate hours if agreed upon between Contractor and CATA. Contractor's employees must schedule or arrange access to CATA property and facilities with CATA's designated personnel in advance. Work by Contractor shall not disrupt, impede or interfere with CATA's normal operations. Contractor shall be fully responsible for ensuring that its employees and subcontractors assigned to work on CATA property comply with the following:

- Personnel shall access CATA vehicles only for the purpose of performing services in connection with the contract;
- Personnel must abide by all applicable federal, state and local laws, statutes, rules and regulations at all times while working on CATA property or at CATA facilities.
- All installers are required to follow CATA's safety protocols while on-site.
- Personnel must notify CATA's designated personnel immediately upon arrival on CATA property;
- Personnel shall obey all posted speed limit signs, directional arrows and other regulatory signs while on CATA property;
- Personnel are prohibited from possessing or being under the influence of alcohol, cannabis, drugs or any illegal substances at all times while working on CATA property or at CATA facilities. Use of tobacco products is limited to CATA's designated smoking areas; and
- Personnel are prohibited from possessing any weapons while on CATA property.
- Installers must wear appropriate, professional attire at all times. Clothing with offensive or political images or language is not permitted.
- Installers must behave respectfully and professionally while on CATA property.
- If ladders, lifts or other specialized equipment are needed, arrangements must be made with CATA in advance.

3. *Sign Posting and Removal*

Contractor will be responsible for posting and removing all advertising in a timely fashion in accordance with the terms of each advertising sales contract. Any dated materials must be removed at the conclusion of the contract period. Contractor will remove all expired advertisements from CATA properties in a timely manner, not to exceed thirty (30) days from the date of expiration found on materials and/or advertising contract. Seasonal advertisements must be removed no later than thirty (30) days beyond the date of the next season's beginning. No vehicle may be removed from service for the purpose of installing or removing advertising material, except for the minimum time required with coordination from CATA's Marketing Department and Maintenance Department, if regular service can still be met by other in-service vehicles. CATA will not be responsible for posting advertising material or removing outdated advertising material.

4. *Work Area, Sign Storage Rack and Parking*

CATA will furnish a work area and a rack or space to the contractor at no charge to store permissible advertising material for CATA vehicles and/or property in CATA's garage or maintenance facility, while the contractor is on site. Contractor will be responsible for keeping the area clean and the storage rack neat and orderly. No long-term storage is available; materials may not be left at the CATA facility following installations and removals. Work can be performed in a maintenance bay during colder months if scheduled in advance, if there are no emergency maintenance issues. During warmer months work is normally performed indoors in the main garage area in either rows 7 or 9, CATA's down rows. Parking of contractor vehicles needs to be behind or in front of the bus in the garage. Contractors may not park in maintenance bays. Parking outdoors must be in designated parking areas.

5. *Advertising Rates & Rate Review*

Any proposed rate changes by Contractor for the duration of the contract with CATA must be submitted in writing to CATA 90 days prior to implementation. CATA reserves the right to reject any such rate change, within its sole discretion.

Buses that CATA engages the contractor to wrap for CATA's own marketing campaigns and sponsorships will not be subject to impression charges and should be printed and installed at a discount, to be negotiated as part of the RFP, not at the regular rate charged to advertisers.

6. *Advertising Policies*

Contractor will consistently maintain and share with potential advertisers CATA's advertising policy pertaining to what does and does not constitute permissible advertisement. Advertisements must comply with CATA's advertising policy currently contained in CATA Board Policy No. 205. CATA must approve and retains final

authority regarding all advertisement applications proposed by Contractor including the style and manner of presentation, prior to the placement of any advertisement. Contractor must follow CATA's application process for any advertising sought as outlined in CATA Board Policy No. 205.

7. Targeting Coverage

Contractor is advised that advertising cannot be specified to any specific route or portions of routes. Other physical, geographic-based, and vehicular advertising will not be permitted. CATA's fleet is not assigned on a route-specific basis. Rather, buses are assigned daily based on a variety of considerations, and vehicle assignment to display specific advertisements in specific geographic areas cannot be permitted or accommodated.

8. Accidental Damage

CATA will not be responsible for accidental damage caused to advertising during operation or maintenance of a CATA vehicle. CATA will notify Contractor of any accident, incident, or mechanical repairs that necessitate the removal of a vehicle from service for more than seven (7) days. CATA is not responsible for any make-goods, extensions or other remedies when a wrapped vehicle is unavailable for an extended period.

9. Sales Organization

Contractors shall provide and maintain local, regional and national sales capability. Contractors shall have a familiarity with the Designated Market Area (DMA) and experience with clients within the Lansing DMA and/or shall develop and dedicate sales personnel and resources to the Lansing DMA after being awarded the contract.

The contractor shall provide monthly sales and revenue reports to CATA, including a report on any upcoming advertiser contracts. CATA shall be kept up to date on current sales activities, especially any leads furnished by CATA.

10. Advertising Rights Retained by CATA

CATA retains the right to advertise on 50 percent of total available property for the purpose of self-promotion and/or media trade. This percentage will be negotiated in advance between Contractor and CATA. CATA may engage the Contractor to perform design, production, installation, and removal services for self-promotion advertising at reduced, predetermined rates as agreed upon by both parties. However, CATA reserves the right to obtain these services from other providers at its discretion.

11. Unsold Space – Defined

"Unsold space" shall be defined as any space not needed for any calendar month to fill advertising orders, which have or will be paid to CATA for use of space.

12. Advertising Space – Defined

"Advertising space" refers to the specific designated locations on or in CATA-owned vehicles, property\ or other assets identified by both the contractor and CATA as available to be sold.

13. Advertising Contracts

All advertising space sold by contractor shall be in accordance with contracts approved and executed by CATA and CATA policies. Contractor will provide copies of all advertising contracts upon request, as well as via monthly reporting.

14. Advertising Maintenance

Contractor will be responsible for the maintenance, repair, rotation and updating of all advertising displays. For physical advertising space, this work will be performed only at facilities owned by CATA. For digital advertising space, when possible, work will be performed by contractor at a location of its choosing. Contractor must maintain all display advertising to ensure its neat and professional appearance and promptly (no longer than 30 days) remove all advertising that is worn or otherwise unsightly in appearance. All advertising shall be printed and displayed in a neat, professional manner. CATA reserves the right to require contractor to promptly (no longer than 30 days) remove and replace, at contractor's expense, any advertising which, in the opinion of CATA, has become unsightly in appearance or which might cause unsafe driving conditions.

All advertising materials displayed on CATA's designated property must be of a quality so as to maintain an attractive, professional appearance and to withstand the elements and general asset maintenance (e.g., daily bus-wash cleanings, etc.).

The timely installation and removal of bus interior and exterior advertising material shall be performed onsite at a designated indoor area at CATA's Bus Storage or Maintenance facility. Prior to fixed-route bus-wrap installations, CATA will run vehicles through the bus wash and, if needed, remove any lights and fixtures. The selected contractor will be responsible for any additional preparation required for installation or removal. Contractor is to schedule installation and removal of ads in advance with CATA.

Contractor is responsible for damage to any CATA vehicle that occurs during the installation or removal of advertising wraps and/or signage, including staining by dirt and adhesive left behind after removal.

Contractor is responsible to restore to its original condition artwork, production and painting of vehicles and other assets used in the advertising program at the end of each ad campaign contract, including placement of reflective vinyl fleet numbers and safety signage over any vinyl wrap with 3M-reflective material, should these details be covered. Contractor is responsible for buffing out any remaining adhesive or dirt left on the vehicles after advertisement removal. CATA shall not incur any costs related to these services. Contractor must furnish all equipment, labor, supervision and any and all required materials and services.

15. Change in Number of Buses

CATA reserves the right to add to or eliminate vehicles from its inventory without permission from Contractor and without penalty to CATA. CATA also reserves the right to change or modify the physical appearance of its vehicles for safety and/or other reasons without permission or remuneration to Contractor for either reduction in the salable space or the reduction in time of bus availability when vehicles are removed from service for repairs. CATA will be responsible for notifying Contractor within 48 hours of an accident, incident or needed mechanical repair that will necessitate removal of any vehicle from service for longer than seven (7) days.

When Michigan State University is not in session during the winter, spring and summer breaks, CATA significantly reduces its on-campus bus service. During these periods, the large 60-foot buses — which normally carry high volumes of students — are not in operation. For advertisers, this means that ridership on campus routes drops noticeably when classes are not in session, which can reduce overall impressions and exposure for ads placed. Campaign performance during these break periods may be lower than during the academic year, so advertisers should consider seasonal ridership patterns when planning schedules, budgeting, or setting expectations for advertising reach.

16. Design Assistance

Contractor shall provide to advertisers, as required, advice and assistance regarding advertising design and production to ensure all advertising complies with CATA policies. Contractor shall provide design assistance to CATA for all of its own wraps. Contractor shall provide information about expected turnaround times, number of concepts and revisions, qualification of its design personnel, responsibility for proofing and production specifications and whether it will provide design files to CATA after the design process. Contractor must indicate if these services are included or priced separately for CATA's own advertising and if additional, provide costs on the rate sheet.

17. Bus Wraps

In the event that an advertiser requests of contractor a bus wrap, contractor agrees that acceptance of such request will be made jointly by CATA and contractor. Should both parties agree to provide an ad bus, the following minimum terms shall apply:

- a) All design, production, installation and removal costs will be at the advertiser's expense. This excludes special conditions with trade advertisers. In those cases, each situation will be negotiated separately.
- b) If CATA is required to restore a wrapped bus to its original condition, contractor will be required to pay for the restoration at CATA's prevailing shop rate, plus 48 percent overhead.

- c) Design templates must be verified and kept up to date with spaces blocked out for CATA's required decals, wordmark, numbers, and URL placement. LED designation signs must not be covered. Full wraps must include CATA's bus number, wordmark and URL.
- d) The design shall be approved by CATA prior to the initiation of any work to install the bus wrap. Together, contractor and CATA will create an agreed-upon spec sheet that governs the specs of bus wraps on CATA vehicles.
- e) CATA requires a 3M-certified installer to install 3M-grade material for its own bus wraps.
- f) With respect to full or partial exterior bus wraps, windows will utilize perforated 3M-grade material suitable for vehicle windows. Contractor shall not install any advertising that interferes with the operation and general maintenance of the bus, e.g., the front curbside door and window must be free of any wrap materials. All safety messages, CATA word mark, CATA.org website, and bus numbers must be applied on top of the wrap, if not designed into the wrap.
- g) CATA shall permit up to fifty percent (50 percent) of its fleet vehicles to have exterior space sold as full or partial advertising wraps.
- h) CATA shall permit up to fifty percent (50 percent) of its shelter ad boxes to be sold, both inside and outside of the shelter, or just one side, as advertising signs.
- i) CATA shall permit advertising in future digital signage up to fifty percent (50 percent) of available inventory.

18. Safety Requirements

Contractor's personnel and/or any subcontractors must observe all CATA safety requirements.

19. Legal Requirements

Contractor will comply and ensure all its personnel and subcontractors comply with all federal, state and local laws, statutes, ordinances, regulations and other applicable laws, rules and regulations. Contractor will provide a sample of its advertiser contract as part of its proposal.

20. Transition Responsibilities

The selected contractor will be responsible for assuming and administering all current advertiser contracts in effect at the time of transition. Upon award of the new Agreement, the contractor shall work collaboratively with CATA and the outgoing vendor to ensure the orderly transfer of all active advertising agreements, contracts, leads, associated obligations, artwork files, schedules, and billing information. This transfer must be completed in a manner that prevents any disruption to existing advertisers and ensures continuous fulfillment of all contracted advertising placements and not to exceed a period of 60 days.

22. Equal Employment Opportunity and DBE/SBE Requirements

CATA is committed to maximizing the utilization of minority-, woman-owned, disadvantaged businesses and small businesses in contract awards. As such, contractor shall not discriminate based on race, color, religious creed, national origin, ancestry, sex, sexual orientation, physical disability or any other protected class in the performance of this contract. There is not a DBE goal tied to this contract. However, CATA encourages Contractors to seek out and offer qualified DBE/SBE firms an opportunity to bid on sub-contract work, which may arise during the execution of required services tied to this Contract.

23. Sustainable Practices

CATA encourages sustainable business practices in the performance of CATA's contracts. CATA also promotes the recycling of expired advertising materials when possible; the use of eco-friendly materials where available; and the reasonable pricing of the good.

Financial Requirements

1. Records, Audits and Reports

- a) Contractor shall keep true and accurate records of all transactions pertaining to this agreement. Such records shall be subject to audit by CATA or its authorized representatives during any normal business hours at Contractor's office.

- b) All records pertaining to this agreement shall be retained by Contractor for a minimum of three (3) years following the expiration of each contract year.
- c) Copies of all executed agreements shall be furnished by Contractor to CATA along with the monthly guaranteed payment, which is due on or before the tenth (10th) of each calendar month.
- d) For the duration of the contract, Contractor shall be responsible for providing to CATA a monthly revenue-reconciliation report, outlining all revenues earned for each month. This report will be delivered in written form to CATA within ten (10) days of the close of each month. The revenue report will include, but is not limited to the following for all advertising contracts in effect:
 - Information for each vendor/client;
 - Collections for the three-month timeframe by vendor/client;
 - Any past due amounts;
 - Total remaining balances on accounts by vendor/client;
 - Monthly reports of future contracts signed by both the contractor and the advertiser
 - Contract expiration dates;
 - Bus number where each piece of advertising is posted; and
 - Potential advertisers whose proposed advertisements were not permitted by policy and were rejected (e.g., advertiser name), along with brief details about why the ad did not qualify (e.g., sale or use of alcohol, tobacco, etc.) and any revenue value, if known;
 - Sales activity reports for potential advertisers that CATA funneled to the contractor
- e) On or before the tenth (10th) of each month, Contractor shall provide CATA with the following:
 - A monthly report of sales, collections and net receivables; and
 - A current inventory showing advertising installed
- f) At the end of each twelve-month (12-month) period, Contractor will provide to CATA an annual financial summary statement.

2. Payments

Contractor shall send payments to CATA for its share of the advertising profits within thirty (30) days of the end of each month in which advertising collections are received. Payment shall be supported by documentation as to the computation of profits, including revenue and expense data. Additional information related to these payments and their computation shall be furnished by Contractor upon CATA's request. At the end of each twelve-month (12-month) period, Contractor will provide to CATA an annual financial summary statement.

3. Compensation Structure

Contractor shall pay CATA a percentage of gross/net advertising revenue generated, computed against a minimum annual guarantee (MAG), whichever is greater, for each year of the contract. CATA will not accept any reduction to the Minimum Annual Guarantee (MAG) during the term of this agreement. All MAG levels established in the final contract shall remain in full effect for its duration.

Monthly revenue payments will be totaled at the end of each contract year and compared to the corresponding MAG. In the event of a shortfall, where the annual payments fall below the MAG, Contractor shall provide a payment equal to the shortfall within thirty (30) days of the end of said contract year.

ADDENDUM A POLICY #205

DISPLAY OF ITEMS ON CATA PROPERTY AND VEHICLES

The Capital Area Transportation Authority (CATA) is a transportation system formed in 1972 under Michigan Public Act 55 of 1963. CATA owns and operates buses, bus shelters, bus storage and maintenance facilities, and other properties, including digital-outreach solutions (websites, social media, computer/phone apps, etc.), in conjunction with the operation of its system, collectively referred to herein as “CATA Properties.” CATA has determined that it is in the public interest that advertising be made available on certain designated CATA Properties for the purpose of generating revenue to help fund the operation of the system.

I. PURPOSE

1.01 Nonpublic Forum; Commercial/Proprietary Functions. CATA will make available certain designated spaces on CATA Properties from time to time to permitted third parties for only limited types of Permitted Advertising (defined in Section 2.02 below) in accordance with the policies and standards contained herein (this “Policy”), only with CATA’s permission and if the Permitted Advertising is approved by CATA. By allowing Permitted Advertising on or within its designated CATA Properties, CATA does not intend to create a public forum for public discourse or expressive activity, or to provide a forum for all types of advertisements. The display of Permitted Advertising on designated CATA Properties is intended only to supplement fare revenue, tax proceeds, and other income that funds the transportation system, while still permitting CATA to efficiently operate its public transportation functions.

1.02 Intent of Limits on Advertising. By placing reasonable limits on Permitted Advertising displayed on or within CATA Properties, and by not accepting Excluded Advertising (defined in Section 2.01 below), CATA’s intent is to:

- a) Maintain an image of professionalism and decorum;
- b) Maintain a professional advertising environment that maximizes advertising revenues and minimizes interference or disruption of its transportation system;
- c) Maintain and portray an image of neutrality on political matters and other noncommercial issues that may be the subject of public debate and concern;
- d) Foster a safe and secure environment on or within CATA Properties;
- e) Avoid subjecting its passengers and other members of the public to material that may discourage them from using CATA services or public transportation, and avoid any decrease in ridership;
- f) Avoid displaying content that is not suitable for minors; and
- g) Preserve and augment revenues by attracting and maintaining the patronage of passengers.

1.03 Definition of Advertising. For purposes of this policy, Advertisement(s) or Advertising include any notices, postings, announcements, displays, communications, or similar by parties other than CATA that promote, support or oppose any product, good, sale, service, event, occurrence, issue or position. This definition further does not apply to advertisements or postings by CATA on CATA property.

1.04 Space Availability. CATA limits the amount of space on or within its Properties available for advertising space and does not represent that it can accommodate all requests for advertising space. Advertising space will be made available only on CATA Properties as and when designated by CATA. No advertising, signs and other types of postings or messages may otherwise be played, displayed, posted or placed on or within any other CATA Property. Space will be offered for Permitted Advertising on a first-come, first-served basis under the procedures articulated herein.

1.05 Prohibitions on Literature or Product Distribution and Leafleting. CATA’s purpose in operating a transportation system is to meet the public’s need for efficient, effective and safe public transportation. CATA Properties are not intended to be public forums for public discourse or expressive activity. Literature or product distributions, leafleting and similar activities can disrupt or delay passengers who are boarding and exiting buses, and other CATA and/or transportation vehicles; distract passengers, distract bus operators,

cause maintenance issues and otherwise create safety issues for passengers, operators and surrounding traffic. Accordingly, all campaign activities, distribution of literature, leafleting and other informational or campaign activities are prohibited on or within CATA Properties. Notwithstanding the provisions of this Policy that allow Permitted Advertising on designated CATA Properties, nothing in this Policy authorizes or permits any third party to distribute literature, leaflets, coupons, products, samples or other items on or within CATA Properties.

II. ADVERTISING POLICIES, STANDARDS AND RESTRICTIONS

2.01 Excluded Advertising. For the purposes of this policy, the advertising described in this Section 2.01 is "Excluded Advertising." CATA will not accept the following Excluded Advertising for display, posting or placement on or within CATA Properties:

- a) **Alcoholic Beverages.** Advertising, soliciting or promoting the direct sale or use of alcoholic beverages.
- b) **Tobacco & Marijuana Products.** Advertising, soliciting or promoting the sale, use or distribution of tobacco or marijuana (legal or otherwise) products, including but not limited to cigarettes, e-cigarettes, cigars and smokeless tobacco.
- c) **Messages with Disparaging or Defamatory Content.** Advertising that includes content that would be determined by a reasonable person to be disparaging or defamatory toward another person or entity, including but not limited to Advertising that threatens or disparages CATA. For purposes of determining whether an advertisement contains such material, CATA will determine whether a reasonably prudent person, knowledgeable of CATA's ridership and using prevailing community standards, would believe that the advertisement contains material that is abusive to, or debases the dignity of, an individual or group individuals.
- d) **CATA's Business Operations.** Advertising that is directly adverse to any commercial, administrative or operational operations of CATA.
- e) **Religious Advertising.** Advertising that promotes or opposes any religion, religious practice, religious belief or lack of religious beliefs.
- f) **False, Misleading, Deceptive or Disrespectful Advertising.** Advertising or any material or information in the advertising that is false, misleading or deceptive, or that is intended to be (or reasonably could be interpreted as being) disparaging, disreputable or disrespectful to persons, groups, businesses or organizations, including but not limited to advertising that portrays individuals as inferior, evil or contemptible because of their race, color, creed, gender, pregnancy, age, religion, ancestry, national origin, marital status, disability, affectional or sexual orientation, or any other characteristic protected under federal, state or local law.
- g) **Unauthorized Endorsement.** Advertising that implies, declares or otherwise reasonably appears to represent that CATA endorses a product, service, point of view, event or program. The prohibition against endorsement does not apply to advertising for a service, event or program for which CATA is an official sponsor, co-sponsor or participant, provided CATA's Chief Executive Officer or other designated representative gives prior written approval of the endorsement.
- h) **Obscene or Offensive Material.** Advertising that contains obscene or offensive materials. For the purposes of this Policy, Obscene Materials are described as material(s) that display information that, taken as a whole, appeals to the prurient interest in sex and depicts or describes, in a patently offensive manner, sexual conduct and which, taken as a whole, does not have serious literary, artistic, political or scientific value or otherwise qualifies as "obscene material." This specifically includes but is not limited to any Advertising that contains an image of a person who appears to be a minor in sexually suggestive dress, pose or context. "Offensive Materials" for the purposes of this Policy, is the display or provision of information that would be offensive to a reasonably prudent person of average sensitivity in the community, including but not limited to advertising that contains derisive, distorted, immoral, profane or disreputable language or impressions.
- i) **Unlawful Goods or Services.** Advertising or any material or information in the advertising that depicts, promotes or reasonably appears to encourage the use or possession of unlawful or illegal goods or services.
- j) **Unlawful Conduct.** Advertising or any material or information in the advertising that depicts, promotes or reasonably appears to encourage unlawful or illegal behavior or conduct, including but not limited to unlawful behavior of a violent or antisocial nature; is libelous or an infringement of copyright; is otherwise unlawful or illegal; or is likely to subject CATA to liability.

- k) **Adult Entertainment.** Advertising that promotes or displays content associated with adult bookstores, adult video stores, nude dance clubs and other adult-entertainment establishments, adult telephone services, adult Internet sites or escort services.
- l) **Firearms and Weapons.** Advertising that contains images or depictions of firearms or other weapons, or the use of firearms or other weapons.
- m) **Internet Addresses and Telephone Numbers.** Advertising that directs viewers to Internet addresses or telephone numbers that contain materials, images or information that would violate this Policy if the materials, images or information were contained in an advertising displayed or posted on or within CATA Properties.
- n) **Distractions and Interferences.** Advertising that incorporates or displays any rotating, revolving or flashing devices or other moving parts or any word, phrase, symbol or character, any of which are likely to interfere with, mislead or distract traffic or conflict with any traffic-control device or motor-vehicle regulation.
- o) **Dangerous Items and Unsafe Behavior.** Advertising that promotes or depicts any item, service or position that a reasonable person would find able or likely to cause harm or injury or which reasonably could incite or provoke violence or a breach of the peace or that encourages or depicts unsafe behavior with respect to CATA's transportation operations, or which would harm, disrupt or interfere with the safe, efficient and orderly execution of public transit operations, such as failure to comply with CATA's Safety Rules and Courtesy Tips and/or normal safety precautions in awaiting, boarding, riding upon or debarking from CATA vehicles.
- p) **Violent Material.** Advertising which is so violent, frightening or otherwise disturbing in image or content so as to reasonably be deemed harmful to minors.
- q) **Advertising that Violates any Law, Ordinance or Regulation.** Advertising which violates any law, ordinance or regulation applicable to advertising or signage.
- r) **Political or "Issues" Advertising.** Political or issues advertising of any kind is strictly prohibited, including but not limited to:
 - 1) **Public/Political Candidates.** Advertisements that support, oppose, promote, endorse or otherwise reference a candidate for any public or political office, his/her campaign, his/her party affiliation, his/her stance on any public or political issue, or his/her campaign committee, regardless of who pays for the advertisement or any disclaimers thereon.
 - 2) **Public/Political Issue or Other Noncommercial Issue Advertisements.** Any advertisement that supports, opposes, promotes, endorses or otherwise references a matter which is reasonably subject to political debate, including but not limited to political, moral, religious or social issues, ballot issues or proposals, any political party, political message, issue, position, opinion or viewpoint, or any disputed issue or cause, regardless of who pays for the advertisement or any disclaimers thereon.
 - 3) **Advertisements Regarding a Political Entity.** Any advertisement that is directed or addressed to the action, inaction, prospective action or inaction, or policies of any governmental entity, political party or candidate.

2.02 Permitted Advertising. Subject to the viewpoint-neutral standards in this Policy, CATA will only accept Permitted Advertising for play, display or placement on or within designated CATA Properties. For the purposes of this Policy, Permitted Advertising is advertising that:

- a) Does not qualify as Excluded Advertising under Section 2.01;
- b) Is commercial advertising, meaning it directly relates to the economic interests of the person or entity purchasing the Advertisement and is for the purpose of attracting public attention to a product, good, business, service or event of or for some other commercial transaction or activity with the person or entity purchasing the Advertisement.
- c) Is paid advertising or in-kind-advertising as permitted below; and
- d) Is delivered through electronic audio and printed media.

2.03 In-kind Trade and Partnership Advertising. In-kind trade and partnership advertising resulting in an equal exchange of value from a third party may be executed at the discretion of CATA's Chief Executive Officer, Project Manager or designee. The Project Manager or designee is authorized to grant use of the CATA logo for in-kind and partnership-advertising purposes.

2.04 Reservation of Rights. This Policy may be reviewed by the CATA Policy Committee as deemed necessary. CATA reserves the right to change, amend or revoke this Policy at any time. Subject to any then-existing contractual obligations, CATA reserves the right to discontinue any or all advertising on or within CATA Properties at any time. Subject to any then-existing contractual obligations, CATA reserves the right to limit the availability of advertising space on or within its Properties and remove advertising that does not comply with this Policy.

III. ADVERTISING PROGRAMS AND ADMINISTRATION

3.01 CATA Approval/Permission Procedure. CATA must approve all Advertisement(s) including the style and manner of presentation, prior to the placement of any Advertisement on CATA Property. Third parties seeking to place an advertisement must submit an application for advertising for CATA's approval. This application shall include a copy of the advertisement so CATA can properly consider whether the advertisement complies with this Policy. This application must be submitted at least 30 days prior to the first date of anticipated advertising.

3.02 Advertising Contractor. CATA may, from time to time, select an Advertising Contractor who shall be responsible for the administration of all or part of CATA's advertising program, in a manner consistent with this Policy and the terms of its agreement with and as approved by CATA. The advertising program may include but not be limited to promotion, solicitation, sales, accounting, billing, collection, fabrication, posting of advertising displays and playing of audio advertisements on or within CATA Properties.

- a) In such an instance, CATA will designate the Contract/Project Manager as the primary contact for the Advertising Contractor. Questions regarding the terms, provisions and requirements of this Policy shall be addressed by the Project Manager or designee.
- b) The Advertising Contractor shall comply with this Policy and shall review all proposed advertising with reference to the standards set forth herein.

IV. APPEAL OF ADVERTISING DECISIONS

4.01 Advertising Committee. CATA may establish an Advertising Committee whose responsibility is to evaluate submissions for any conflict with this Policy. The purpose of the Advertising Committee is to decide, as objectively as possible, whether to accept or reject a submission based on the Policy. The Advertising Committee may comprise a minimum of three and a maximum of five individual members. All members shall be familiar with this Policy. When necessary, the Advertising Committee will work with General Counsel or outside counsel for legal guidance. The Advertising Committee will meet at least monthly to evaluate submissions, define and update internal procedures.

4.02 Appeals. An advertiser may appeal a decision to reject or remove an advertisement by filing a written request with CATA's Project Manager or designee (whose name and address will be provided on the rejection or removal decision) within ten (10) business days after the rejection or removal decision. The advertiser's request must state why the advertiser disagrees with the decision in light of this Policy. CATA's Project Manager(s)* may work with General Counsel or outside counsel for legal guidance and will review the basis for the rejected or removed advertisement, taking into consideration the advertiser's reasons for filing the request. CATA's Project Manager will make a decision regarding the request and will notify the advertiser of this decision in writing within fifteen (15) business days of receipt of the advertiser's request. The decision of the Project Manager may be appealed by filing a written request with CATA's Executive Director within ten (10) business days after the Project Manager's decision. The advertiser's request must state why the advertiser disagrees with the decision in light of this Policy. The Executive Director may work with General Counsel or outside counsel for legal guidance and will review the basis for the rejected or removed advertisement, taking into consideration the advertiser's reasons for filing the request. CATA's Executive Director will make a decision regarding the request and will notify the advertiser of this decision in writing within fifteen (15) business days of receipt of the advertiser's request. This decision is the final position of CATA and is not subject to appeal.

V. COMPLAINTS

5.01 Complaints regarding any advertisement shall be directed to the Project Manager or designee.

VI. SEVERABILITY

6.01 If any section, subsection, sentence, clause, phrase or portion of this Policy is, for any reason, declared legally invalid, in whole or in part, by any court of competent jurisdiction, such portion of this policy shall be deemed severable, and such invalidity shall not affect the validity of the remaining portions of this Policy, which shall continue in full force and effect, unless doing so would frustrate the purpose of this Policy.

Adopted: 6/27/1984
Amended: 5/15/1991
10/19/2005
11/18/2020

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.

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

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

All contractual provisions required by MDOT or mandated by FTA as set forth in FTA Circular 4220.1G, 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.

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.

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: Assurances That Subcontractor, Third Party Contractor, and Third Party Subcontractor Must Make
- Appendix E: Disadvantaged Business Enterprise Policy
- Appendix F: Certificate Regarding Lobbying
- Appendix G: Certificate Regarding Iran Economic Sanctions Act
- Appendix H: Certification of Primary Contractor Regarding Debarment, Suspension and other Responsibility Matters
- Appendix I: Certification of Lower-Tier Participants (Sub-contractors) Regarding Debarment, Suspension and other Responsibility Matters
- Appendix J: Certification of Buy America
- Appendix K: Certificate Regarding Federal Tax Liability and Recent Felony Convictions

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 US 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. (i) 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; (ii) 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 (iii) 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: (i) 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 (ii) 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 USC § 200, et seq., and US 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 US 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 May 2025), 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:

- (a) 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 Recipient or its Subrecipients' 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 the Recipient or its Subrecipient listed above in sections 4(a)(1)(i) and (ii) of this Master Agreement;
- (b) Prohibit those individuals listed above from: (i) Engaging in any activities involving the Recipient's or any of its Subrecipients' 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 the Recipient's Underlying Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and
- (c) 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. **DRUG AND ALCOHOL MISUSE AND TESTING.** The Contractor certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.
46. **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 percent 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.
47. **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 USC § 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.
48. **CHANGES TO FEDERAL REQUIREMENTS.** Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.
49. **DEBARMENT AND SUSPENSION.** Contractor warrants and represents that if required to do so by law it complies with federal debarment and suspension requirements and reviews the SAM at <https://www.sam.gov>, if necessary to comply with US DOT regulations, 2 CFR Part 1200.
50. **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 US DOT Inspector General. The Contractor must promptly notify the US 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 USC § 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.

51. **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 USC § 2000e, et seq.; (ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101, et seq.; (iii) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 USC § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; (iv) Comply with federal transit law, specifically 49 USC § 5332; (v) Comply with 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 US DOT regulations (49 CFR Part 21) or US Department of Labor regulations (41 CFR 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."

52. **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 US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements 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 USC §§ 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 USC § 5301(d), § 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, The Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., and the Architectural Barriers Act of 1968, as amended, 42 USC § 4151

et seq., and any applicable implementing 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.

53. 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 Part 26 including, but not limited to those requirements set forth in Appendix E, 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 US 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.

54. 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.

55. 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 US 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 US 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 USC § 5325(g) & 2 CFR § 200.337; (2) permit those individuals listed above to inspect all work and materials related its award and to audit any information related to its award under the control of Contractor or Third Party Participant within books, records, accounts, or other locations; and (3) 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 CFR § 200.333, as well as the record retention requirements in the applicable US DOT Common Rule. The Contractor further certifies that it will retain all records as required by 2 CFR § 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: (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.. 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.

56. **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.

57. **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS.** Contractor agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, Contractor will obtain from the prospective Third Party Participant a certification that the Third Party Participant— (1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the prospective Third Party Participant cannot so certify, Contractor agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA's written approval. Contractor agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

58. **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.

59. **DEBARMENT AND SUSPENSION.** The Contractor shall comply and facilitate compliance with US DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the US Office of Management and Budget (US OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR 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 proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

60. **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.
61. **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.
62. **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.
63. **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.
64. **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.
65. **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.
66. **FLY AMERICA REQUIREMENTS.** Contractor agrees to comply with 49 USC § 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 US 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.
67. **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 USC § 3801, et seq., and US 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 USC § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 USC § 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 USC 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.

68. 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.

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

70. 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.

71. NONCONSTRUCTION EMPLOYEES. 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 USC § 3702, and other relevant parts of that Act, 40 USC § 3701, et seq., and US 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.

72. ACTIONS INVOLVING COMMERCE. Contractor agrees to comply with the Fair Labor Standards Act (FLSA), 29 USC § 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.

73. PATENT RIGHTS.

- (a) Contractor agrees that: (1) the Federal Government may acquire patent rights when 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; or (3) When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of the FTA Master Agreement, Contractor will notify CATA so it can make the appropriate disclosures and notifications.
- (b) 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 any participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, CATA will transmit the Federal Government's patent rights to FTA, as specified in 35 USC § 200, et seq., and US 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 US DOT Common Rules, Contractor agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance are program income, and must be used in compliance with applicable federal requirements.

74. **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.
75. **CARGO PREFERENCE.** The Contractor agrees (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent 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.
76. **RIGHTS IN DATA AND COPYRIGHTS.**
- (a) **Definition of "Subject Data."** As used in this section, "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the contract. Examples of subject data include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the contract.
 - (b) **General Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the contract:
 - (1) **Prohibitions.** Contractor may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
 - (2) **Exceptions.** The prohibitions do not apply to publications or reproductions for the Contractor's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.
 - (c) **Federal Rights in Data and Copyrights.** Contractor agrees that:
 - (1) **General.** It must provide a license to its subject data to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes; and
 - (2) **US DOT Public Access Plan – Copyright License.** Contractor grants to US DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the US DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. Contractor herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that US DOT shall have priority over any other claim of exclusive copyright to the same.
77. **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.
78. **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 115-232, section 889, "covered telecommunications equipment or services" means any of the following: (1) telecommunications equipment produced by

Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) 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); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; (4) 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 115-232, 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 115-232, section 889 for additional information.

When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

79. **CLEAN AIR.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 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.
80. **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 USC § 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.
81. **BUY AMERICA PROVISIONS.** For purposes of these Standard Terms and Conditions, the "Buy America Requirements" means all requirements imposed by 49 USC § 5323(j) and 49 CFR 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 CFR Part 661 and any guidance issued by FTA.
 - (b) For all contracts meeting the threshold at 49 USC § 5323(j)(13):
 - i. Contractor agrees to comply all 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 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 CFR §661.7). Separate requirements for rolling stock are set out at 49 USC § 5323(j)(2)(C) and 49 CFR §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 Buy America Requirements. The continued accuracy of the certificate, attached as Appendix J, entitled "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 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 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 Buy America Requirements and this provision.
 - (c) Any violation of the 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 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 US Office of Management and Budget, the US Department of Transportation, and FTA. The VENDOR acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

82. **RESTRICTIONS ON LOBBYING.** Contractor shall fully comply with 31 USC § 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 F), must be signed and returned as a term and condition of the procurement.

83. **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 (29 CFR, 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.

84. **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 USC § 3702, and other relevant parts of that Act, 40 USC § 3701, et seq., and US 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.

85. **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.

86. **NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS.** Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 USC § 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.

87. **TRAFFICKING VICTIMS PROTECTION ACT.** Contractor agrees to comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC § 7104) which prohibits grant award recipients of a subrecipient from:

- (a) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procuring a commercial sex act during the period of time that the award is in effect; or
- (c) Using forced labor in the performance of the award or subawards under the award.

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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; 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

1. 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:
 - (a) Withholding monthly progress payments;
 - (b) Assessing sanctions;
 - (c) Liquidated damages; and/or
 - (d) Disqualifying the Contractor from further bidding as non-responsible.
2. Each contract Contractor signs with a subcontractor must include the preceding assurance.

APPENDIX D

ASSURANCES THAT SUBCONTRACTOR, THIRD PARTY CONTRACTOR, AND THIRD PARTY SUBCONTRACTOR MUST MAKE PURSUANT TO US DOT REGULATION 49 CFR § 26, et seq

(A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or US 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;

(B) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must 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;

(C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(ii) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and

(D) The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

The Subrecipient agrees and assures that it will include the preceding assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the preceding assurance in every subagreement and third party contract it signs.

APPENDIX E

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 US 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 F

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 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, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
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 § 1352, title 31 US Code. 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.

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 G

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 H

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 I

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 J

BUY AMERICA CERTIFICATION

This procurement is subject to federal "Buy America" Requirements set forth in 49 USC § 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 CFR 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 USC § 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 Buy America preference, please visit 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/.

The "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:

BUY AMERICA CERTIFICATE

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

Contractor

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

CERTIFICATE TWO:

BUY AMERICA CERTIFICATE

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

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 K

CERTIFICATE REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

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

1. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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.

ATTACHMENTS

Attachment A: Submittal Checklist Form

Attachment B: Supplier Information Form

Attachment C: Reference Form

Attachment D: Projected Revenue and Pricing Form

Attachment E: Rate Sheet

Attachment F: CATA Specific Rate Sheet

Attachment X: 2019 Census Data from Census.gov

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 Certification of Buy America
- ☐ Signed and completed Certification Regarding Federal Tax Liability and Recent Felony Convictions
- ☐ Signed and completed Submittal Checklist Form
- ☐ Signed and completed Supplier Information Form
- ☐ Signed and completed Reference Form
- ☐ Signed and completed Projected Revenue Pricing Form
- ☐ Signed and completed Rate Sheet
- ☐ Signed and completed CATA Specific Rate Sheet
- ☐ Certificate of Insurance
- ☐ Signed and completed Amendment(s) (as issued)

Please Note: This bid package and any amendments are available at 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. 2026-168, Transit Advertising Sales and Management Agency

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**PROJECTED REVENUE AND PRICING FORM****Transit Advertising Inventory Pricing & Revenue Projections****Projected Revenue and Pricing Form**

Respondent to provide the proposed pricing/revenue structure including the expected Minimum Annual Guarantee (MAG) per year and projected annual revenue share. [Please use additional sheets as needed]

Contractors Average Per Advertisement/Advertiser in 2025/2026:

ENTER ANNUAL MAG, REVENUE, REVENUE SHARE, AND ESTIMATED REVENUE TO CATA:

CATA is requesting Annual Minimum Annual Guarantee (MAG), Revenue, Revenue Share, and Estimated Revenue to CATA to ensure we have a transparent, apples-to-apples way to compare the financial value each vendor brings to our organization. These figures are critical for understanding both the guaranteed and the potential revenue associated with each proposal.

Year	Expected Total Gross Billings (A)	Minimum Annual Guarantee (MAG) (B)	Revenue Expected Above Guarantee (C) Or (A – B)	Revenue Share % (D)	Revenue Share Total (E) Or (C x D)	Total Net Expected to CATA (MAG plus additional estimated revenue) (F)* Or (B +E)
Year 1 - 2027	\$	\$	\$	%	\$	\$
Year 2 - 2028	\$	\$	\$	%	\$	\$
Year 3 - 2029	\$	\$	\$	%	\$	\$
Year 4 - 2030	\$	\$	\$	%	\$	\$
Year 5 - 2031	\$	\$	\$	%	\$	\$

*MAG + ((Expected Gross Billing – MAG) x Revenue Share %)

Assumptions or requirements of/from CATA to reach these figures. [Please use additional sheets if needed]: _____

What expenses will be deducted from gross revenue? [Please use additional sheet if needed.]

Operational Considerations and Minimum Annual Guarantee (MAG)

CATA's service level varies, including not using 60-foot buses and reduced service when Michigan State University is not in session. These operational changes shall not be used as a basis for reducing the MAG or requesting mid-term rate adjustments.

CATA will not accept any reduction to the Minimum Annual Guarantee (MAG) during the term of this agreement. All MAG levels established in the final contract shall remain in full effect for its duration.

If you have an alternate revenue/pricing option or proposal for CATA's consideration, please explain: [Please use additional sheets as needed.]

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**RATE SHEET**

CATA is requesting detailed rate sheet data—including Media Format, 4-Week Net Rate Per Unit, Production/Install Cost Per Unit, Minimum Unit Purchase, and Estimated Cost Increase Percentage (over 5 years) to ensure that pricing, value, and long-term cost structures can be compared across all vendors in a clear and standardized way.

These elements help CATA understand not only the upfront costs of each media option but also its efficiency, reach, and projected financial impact. Because vendors may structure pricing differently, collecting these figures ensures we can evaluate all proposals consistently and transparently.

Media Format	4-Week Net Rate Per Unit	Production/Install Cost Per Unit	**Impressions Per Unit (2025, age 18+, estimated)	Minimum Unit Purchase	Estimated Cost Increase % (over 5 years)
60' Full Wrap	\$	\$	146,329	\$	%
40' Full Wrap	\$	\$	158,574	\$	%
Ultra Super Kings (custom)	\$	\$	N/A	\$	%
Kong	\$	\$	90,955	\$	%
King	\$	\$	78,091	\$	%
Tail	\$	\$	14,933	\$	%
Interior Cards	\$	\$	N/A	\$	%
Ad Box Signs	\$	\$	N/A	\$	%
Other (please specify):	\$	\$		\$	%
	\$	\$		\$	%

**Impressions per unit is provided based on 2025 ridership and is a rough estimate calculated by our current onboard advertising agency.

Rate Adjustments and Notice Requirements

Any proposed rate increase exceeding the thresholds outlined above shall require formal review and approval by the CATA's project managers. Any proposed rate changes by Contractor for the duration of the contract with CATA must be submitted in writing to CATA no less than ninety (90) days prior to implementation. CATA reserves the right to reject any such rate change, within its sole discretion.

Buses that CATA engages the contractor to wrap for CATA's own marketing campaigns and sponsorships will not be subject to impression charges and should be printed and installed at a discount, to be negotiated as part of the RFP, not at the regular rate charged to advertisers.

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 F**CATA SPECIFIC RATE SHEET**

CATA's own current onboard advertising for itself operates under a flat structure, with all costs bundled and no impression-based pricing. For this RFP, CATA requires a detailed, CATA-specific rate sheet so we can clearly understand how each vendor will price, produce, and deliver CATA's own advertising placements. Vendors must outline exactly what is included in the base rate and identify any additional fees such as design, production, or installation so that CATA can accurately compare pricing models and overall value across all proposals.

Media Format	Production/ Install Cost Per Unit*	Minimum Unit Purchase	Estimated Cost Increase (over 5 years)
60' Full Wrap	\$	\$	%
40' Full Wrap	\$	\$	%
Ultra Super Kings (custom)	\$	\$	%
Kong	\$	\$	%
King	\$	\$	%
Tail	\$	\$	%
Interior Cards	\$	\$	%
Ad Box Signs	\$	\$	%
Other (please specify):	\$	\$	%

*Design costs included? ____ Yes, ____ No? If not included, please specify design costs:

**If estimated impressions vary from what is listed, please specify:

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 X

2019 Census Data from Census.gov

Estimated Age	Population	Percent
Under 5 years	16,066	5.5%
5 to 9 years	15,706	5.4%
10 to 14 years	16,000	5.5%
15 to 19 years	30,263	10.3%
20 to 24 years	34,766	11.9%
25 to 34 years	41,508	14.2%
35 to 44 years	34,268	11.7%
45 to 54 years	29,995	10.3%
55 to 59 years	15,687	5.4%
60 to 64 years	17,700	6.1%
65 to 74 years	24,701	8.4%
75 to 84 years	11,486	3.9%
85 years and over	4,260	1.5%

Individuals between 25 to 34 years of age represent 14.2 percent (41,508) of the population; those between 20 and 24 years of age represent 11.9 percent of the population; 35 to 44 year olds represent 10.3 percent of the population; and 15 to 19 year olds make up 10.3 percent of the population. Most residents work, shop, seek medical treatment and business within CATA's service area, as well as its surrounding counties.

Estimated Race	Population	Percent
Total population	292,406	100.0%
One race	279,634	4.4%
White	218,215	74.6%
Black or African American	36,629	12.5%
American Indian and Alaska Native	2,002	0.7%
Asian	20,590	7.0%
Native Hawaiian and Other Pacific Islander	0	0.0%
Some other race	2,198	0.8%
Two or more races	12,772	4.4%
White and Black or African American	7,336	2.5%
White and American Indian and Alaska Native	1,229	0.4%
White and Asian	1,883	0.6%
Black, African American, American Indian and Alaska Native	442	0.2%

Race – alone or in combination with one or more other races

Total population	292,406	
White	229,981	78.7%
Black or African American	45,199	15.5%
American Indian and Alaska Native	3,856	1.3%
Asian	23,200	7.9%
Native Hawaiian and Other Pacific Islander	419	0.1%
Some other race	3,145	1.1%

Hispanic or Latino and Race

Total population	292,406	
Hispanic or Latino (of any race)	23,381	8.0%
Mexican	16,529	5.7%
Puerto Rican	2,265	0.8%
Cuban	1,875	0.6%

Other Hispanic or Latino	2,712	0.9%
Not Hispanic or Latino	269,025	92.0%
White alone	201,927	69.1%
Black or African American alone	33,810	11.6%
American Indian and Alaska Native alone	1,933	0.7%
Asian alone	20,568	7.0%
Native Hawaiian and Other Pacific Islander alone	175	0.0%
Some other race alone	251	0.1%
Two or more races	10,536	3.6%
Two races including some other race	285	0.1%
Two races, excluding some other race, and three or more races	10,251	3.5%

Census data also indicates that Eaton County is the 37th-largest county in Michigan. Its 2020 population was estimated at 109,456. Clinton County covers 566.3 square miles and is Michigan's 44th-largest county. Its estimated 2020 population was 78,389. The three counties' combined population is 478,432 – the region is referred to as the tri county region.