



Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

REQUEST FOR QUOTE
LANDSCAPING AND GROUNDS MAINTENANCE SERVICES
RFQ 2026-575

1. SOLICITATION No: RFQ 2026-575

2. ISSUE DATE: September 23, 2026

3. FOR INFORMATION CONTACT

NAME: Andrea Fisher **E-MAIL:** afisher@cata.org

PHONE: 517.394.1100

4. DESCRIPTION:

The Capital Area Transportation Authority ("CATA") in Lansing, Michigan, is requesting pricing for Landscaping and Grounds Maintenance Services in accordance with the Scope of Work as described in Exhibit A.

The term of service will be one (1) year.

Service is requested at the following locations:

- CATA Administration Building, 4615 Tranter Street, Lansing, MI 48910;
- CATA Transportation Center ("CTC"), 420 South Grand Avenue, Lansing, MI 48933;
- CATA Multimodal Gateway, 1240 South Harrison Road, East Lansing, MI 48823; and
- CATA Washington Building, 511 South Washington Ave, Lansing, MI 48933.

All questions must be submitted via email to: Andrea Fisher (afisher@cata.org) by October 7, 2026. CATA will respond to vendor questions in an Amendment to be released on October 14, 2026.

Quotes must be submitted via email to:

Capital Area Transportation Authority, Attn: Andrea Fisher, Procurement Specialist
Email: afisher@cata.org

Quotes for "Landscaping and Grounds Maintenance Services" submitted to Capital Area Transportation Authority, Lansing, Michigan will be received until October 22, 2026, at 11:00 A.M. Eastern Time. Emails received at 11:01 A.M. Eastern Time or later, will be considered NON-RESPONSIVE.

"All materials and documents submitted by the proposer in response to this RFQ shall become the property of the 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."

CATA email accepts up to 50MB. It is the vendor's responsibility to ensure each email sent to CATA does not exceed 50MB.

5. QUOTES DUE BY: OCTOBER 22, 2026, at 11:00 A.M. EASTERN TIME

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

7. If this Quote is accepted within the period specified above, Bidder agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.

8. The following Exhibits, if indicated, are included in this solicitation:

☒	EXHIBIT A – Scope of Work	☒	EXHIBIT B – Pricing Schedule	☒	EXHIBIT C – Submittal Checklist
☒	EXHIBIT D – Iran Economic Sanctions Act Certificate	☒	EXHIBIT E – Bidder's Offer & Guarantees	☒	EXHIBIT F – Debarment & Suspension - Primary
☒	EXHIBIT G – Debarment & Suspension – Lower-Tier	☒	EXHIBIT H – CATA Terms & Conditions	☒	APPENDIX J – Certificate Regarding Federal Tax Liability and Recent Felony Convictions

EXHIBIT A SCOPE OF WORK

BASIS OF AWARD: The award of this order is based on the lowest responsive and responsible bidder(s) as determined by the Capital Area Transportation Authority (CATA).

Please Note: This bid package and any amendments are available at www.cata.org. Please continue checking the website for any updates or amendments.

1. Objectives

The specific objectives for this project are to secure a contract for landscaping and grounds maintenance services at the following CATA locations:

- CATA Administration Building, 4615 Tranter Street, Lansing, MI 48910;
- CATA Transportation Center ("CTC"), 420 South Grand Avenue, Lansing, MI 48933;
- CATA Multimodal Gateway ("MMG"), 1240 South Harrison Road, East Lansing, MI 48823 and
- CATA Washington Building, 511 South Washington Ave, Lansing, MI 48933.

2. Service Period

April 15, 2027, to November 15, 2027

3. General Provisions

- The Contractor shall furnish all labor, tools, and materials necessary for the services.
- The Contractor will be responsible to clean up at the end of each workday.
- The Contractor selected must be a licensed company, and have valid business, automobile, and workers compensation insurance in effect.
- The Contractor shall not hold CATA liable for any damage or theft of Contractor's equipment or supplies.
- The Contractor shall provide the owner's authorized representative with a phone number where a message can be left for the contractor 24 hours a day. An answering machine connected to the contractor's normal phone line is an acceptable method of meeting this requirement. The contractor shall check for messages left at this phone number every 24 hours or less.

Definitions:

- The term "owner" refers to the person, partnership, corporation, or agency that contracted for the performance of the landscaping and grounds maintenance work.
- The term "contractor" refers to the person, partnership, corporation, or agency that will perform the landscaping and grounds maintenance work.
- The term "excluded damage" as used in this document shall refer to damage caused by vandalism, pedestrians, vehicles, animals (except insects and rodents), or other unusual factors. It does not include damage caused by the contractor's actions, lack of reasonable care, pest damage (such as insects), diseases, or plant loss due to lack of water caused by an irrigation system programming error, irrigation system breakage, or irrigation malfunction. (It is assumed that most plants can survive for at least one week without irrigation, during which time any irrigation problems should become apparent to the contractor. Exceptions may be made if the owner's authorized representative determines that unusual circumstances contributed to a loss.)

4. Scope of Work by Location

Contractor, at the direction of CATA's Facilities Manager, shall provide landscaping and grounds maintenance services in accordance with the specifications, tasks, and scope of work set forth in Exhibit A. It is the sole responsibility of Contractor to read the specifications and understand them.

a) CATA Administration Building, 4615 Tranter Street, Lansing, MI 48910

- 1) Mowing services (lawn not to exceed 5" height)
- 2) Tree and shrub pruning to be done in spring; clippings removed off site
- 3) Irrigation (start up, programming, batteries changed, winterize)
- 4) Mulch, add 2" of mulch to match existing mulch in same areas
- 5) Perennials / annuals; spring clean-up and fall clean-up of vegetation in existing areas; clippings removed off site
- 6) Weed control to be applied as needed to prevent weed growth within paved areas, lawn, rock, or mulch areas

- 7) Fall clean-up to include leaf removal; removed off site
- b) CATA Transportation Center ("CTC"), 420 South Grand Avenue, Lansing, MI 48933
- 1) Tree and shrub pruning to be done in spring; clippings removed off site
 - 2) Perennials / annuals; spring clean-up and fall clean-up of vegetation in existing areas; clippings removed off site
 - 3) Weed control to be applied as needed to prevent weed growth within paved areas, rock, or mulch areas
 - 4) Fall clean-up to include leaf removal; removed off site
 - i. Note the planters along Grand Ave are scheduled to be removed fall of 2026.
- c) CATA Multimodal Gateway, 1240 South Harrison Road, East Lansing, MI 48823
- 1) Mowing services (lawn not to exceed 5" height)
 - 2) Tree and shrub pruning to be done in spring; clippings removed off site
 - 3) Perennials / annuals; spring clean-up and fall clean-up of vegetation in existing areas; clippings removed off site
 - 4) Weed control to be applied as needed to prevent weed growth within paved areas, lawn, and rock areas
 - 5) Fall clean-up to include leaf removal; removed off site
- d) Washington Building, 511 S Washington Ave, Lansing, MI 48933
- 1) Mowing services (lawn not to exceed 5" height)
 - 2) Tree and shrub pruning to be done in spring; clippings removed off site
 - 3) Perennials / annuals; spring clean-up and fall clean-up of vegetation in existing areas; clippings removed off site
 - 4) Weed control to be applied as needed to prevent weed growth within paved areas, lawn, and rock areas
 - 5) Fall clean-up to include leaf removal; removed off site

CLEAN UP AND LITTER REMOVAL

- a) Sweep or blow-off all walks, curbs, and gutters weekly. Sweeping of parking lots is not part of this work unless noted otherwise in contract.
- 1) Do not sweep or blow trash, leaves, clippings, or landscape debris into planters or onto adjacent property. Collect all debris swept or blown from landscape areas and remove from the site.
 - 2) Do not use blowers prior to 7:00 A.M. or after 8:00 P.M. or at any other hours restricted by law. Do not use blowers around parked vehicles to avoid scratching vehicle paint with blowing sand and debris. Blowers may not be used where prohibited by law. All litter shall be removed from sidewalks, gutters, and all planted areas each week. In no case shall trash, litter, or leaves be blown or swept onto the property of others. All trash, litter, leaves, etc. shall be collected, hauled away, and disposed of legally.
- b) In addition to removing all litter from sidewalks, gutters, and planted areas, the contractor shall remove and dispose of any large miscellaneous debris or trash in the parking lot. For the purpose of this contract, "large" shall mean items the size of a small beverage cup or larger. The intent of this requirement is that the contractor's workers should take sufficient pride in the appearance of the site that they would pick up any significant litter they come across at the site. Sweeping of the parking lots is not included in the landscaping and grounds maintenance. All litter shall be removed from planter areas and sidewalks, regardless of the size of the litter.

IRRIGATION (Irrigation system in place only at 4615 Tranter St.)

- a) Water Application & Scheduling:
- 1) The contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the owner's authorized representative in writing. If the contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the contractor shall be responsible for all damages resulting from the broken irrigation system component.
 - 2) Adjust watering times each week. Do not overwater plantings. Use multiple-start times and short run times to prevent run-off. Drip systems should be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy

root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.

- 3) When breakdowns or malfunctions exist, the irrigation repairs are major and will be billed as additional work (see items that qualify for additional work payments as outlined below).

b) Irrigation System Scheduled Maintenance:

- 1) There are a total of 23 zones. Each valve zone shall be observed for signs of damage on a weekly basis during the irrigation season.
- 2) The landscaping and grounds maintenance contractor shall maintain the irrigation system, including cleaning of filter screens as needed, and flushing pipes, as part of this contract.
- 3) Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Drip systems shall be flushed at the time the system is started up. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.
- 4) Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

c) Irrigation System Repair (EXTRA SERVICES):

- 1) The landscaping and grounds maintenance contractor shall replace or repair, at the landscaping and grounds maintenance contractor's expense, any irrigation components damaged, unless due to excluded damage. Repair shall be made within two weeks of the day the damage occurred. If the damage was due to excluded damage, the irrigation repairs will be paid for as additional work. The contractor shall make notification of needed repairs within two weeks of the day the damage occurred as noted in the General Requirements section of these specifications. Regardless of the cause of damage, the contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (ie; raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than 1/2 inch or 15 mm diameter. These minor repair items shall be corrected by contractor at contractor's expense.
- 2) Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the owner's authorized representative.
- 3) All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the owner's authorized representative.
- 4) For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style, sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches (30 cm) above ground level. If the existing sprinklers are mounted on above-ground risers, the replacements shall be pop-up type sprinklers. No exceptions, ever!
- 5) If any existing sprinklers at this site are installed on risers above the ground level, submit a quote for additional work to the owner's authorized representative covering the cost of removal and replacement of these sprinklers with new, spring-loaded, pop-up type, sprinklers. Submit the quote within two weeks of being awarded this contract.
- 6) The contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the contractor's negligence and shall be replaced at the contractor's expense.
- 7) Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched, and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

5. Each Contractor should make every effort to include Disadvantaged Business Enterprises in this project. CATA has a Disadvantaged Business Enterprise goal of 1.28%.

6. Price quoted will include all fees. Prices should be based on CATA's status as a tax exempt, municipal government agency.
7. PRIOR TO SUBMITTING, please ensure you have all the required documents attached in Word, Excel, Adobe or Acrobat format ONLY.
8. The completed quote is submitted as one (1) single consolidated document.
9. 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.
10. Bidders are still required to complete and submit the bid forms as specified in the solicitation.

**EXHIBIT B
PRICING SCHEDULE**

April 15, 2027, to November 15, 2027

Please show the cost to perform the following:

	Location A	Location B	Location C	Location D
Service Period	CATA Administration Building 4615 Tranter St. Lansing, MI	CATA Transportation Center ("CTC") 420 South Grand Ave. Lansing, MI	CATA Multimodal Gateway 1240 South Harrison Rd. East Lansing, MI	Washington Building 511 S. Washington, Lansing, MI
	PRICE	PRICE	PRICE	PRICE
TOTAL PRICE: (Per Location)	\$	\$	\$	

EXTRA SERVICES - The following hourly rates apply to those services required which are outside of the scope of work:

DESCRIPTION	Estimated Annual Hours	Quantity of Technicians	Hourly Rate	Total Price
Hourly Rate for Monday - Friday 8 A.M. – 5 P.M. -- Includes Fixed Fee Truck Charges, Fixed Fee Gas Surcharge, Fixed Fee Trip Charge	30		\$	\$

GRAND TOTAL: (Total price per location + Total price of extra services)	\$
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Contractor_____
Signature of Contractor's Authorized Official_____
Name & Title of Contractor's Authorized Official_____
Date**THIS FORM MUST BE COMPLETED ACCURATELY AND RETURNED WITH YOUR OFFER**

EXHIBIT C
SUBMITTAL CHECKLIST

Deadline: October 22, 2026, at 11:00 a.m. Eastern Time *(A quote will be automatically rejected if it is received after the stated deadline.)*

All forms/certifications below MUST be completed and included with your quote.

Failure to submit the requested documents may result in the quote being rejected as non-responsive.

- ☐ Signed and completed Pricing Schedule Form
- ☐ Signed and completed Submittal Checklist Form
- ☐ Signed and completed Iran Economic Sanctions Act Certificate
- ☐ Signed and completed Offer and Guarantees
- ☐ Signed and completed Certification of Primary Contractor Regarding Debarment & Suspension
- ☐ Signed and completed Certification of Lower-Tier Participants (Sub-Contractors) Regarding Debarment & Suspension (if Applicable)
- ☐ Signed and completed Certificate Regarding Federal Tax Liability and Recent Felony Convictions
- ☐ 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 OFFER

EXHIBIT D
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

EXHIBIT E

OFFER and GUARANTEES

By execution below, the Bidder hereby offers to furnish the items as described herein. The Bidder also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

FIRM'S NAME AND ADDRESS		PAYMENT REMITTANCE ADDRESS	
Name:		Name:	
Address:		Address:	
P.O. Box or Suite No.		P.O. Box or Suite No.	
City		City	
State	Zip	State	Zip
Contact Person:			
Telephone No.	Fax No.	E-Mail Address:	
FEDERAL EMPLOYER I.D. NUMBER:		SOCIAL SECURITY NUMBER: (If Federal I.D. is not applicable)	
Payment Terms:		Age of Firm:	
Disadvantaged Business Enterprise: ☐ Yes ☐ No If yes, attach the certificate from the certifying agency.			
Minority Business Category: ☐ Female ☐ Black ☐ Hispanic ☐ Asian American ☐ Indian/Alaskan Native ☐ Other ☐ Not Applicable			
Annual Gross Receipts: ☐ less than \$500,000 ☐ \$500,000 to \$1 million ☐ \$1 million to \$5 million ☐ greater than \$5 million			
Contractor's License Type:			
Contractor's License Number:			
License Expiration Date:			
NAME OF BIDDER (Type or Print)		TITLE OF BIDDER	
Signature of Contractor's Authorized Official		(Date Signed)	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR OFFER

EXHIBIT F**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

EXHIBIT G**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.**

Name and title of the Proposer's authorized official:

Authorized signature

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR OFFER

EXHIBIT H
TERMS and CONDITIONS

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

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. (1) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Contractor produces a patented or patentable invention, improvement, or discovery; (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Underlying Agreement; or (3) When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of this Master Agreement, the Contractor will notify FTA immediately and provide a detailed report satisfactory to FTA.
 - b. Federal Rights. Contractor agrees that: (1) Its rights and responsibilities in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of Contractor as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Contractor will transmit the Federal Government's patent rights to FTA, as specified in 35 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% 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 26 including, but not limited to those requirements set forth in Appendix D, attached hereto and made a part hereof, and federal transit law specifically including, but not limited to 49 USC § 5332. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CATA deems appropriate, which may include, but is not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages and/or disqualifying the Contractor from future bidding as non-responsible.
- (b) Contractor agrees that it and each of its employees, agents, and subcontractors must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or 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. (ii) 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. 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.
71. 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.
72. 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.
73. 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.

74. **CARGO PREFERENCE.** The Contractor agrees (a) to use privately owned United States Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extend 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.

75. **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.

76. **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.

77. **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.

78. **BUILD AMERICA BUY AMERICA PROVISIONS.** 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).
79. **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.
80. **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.
81. **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.
82. **NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS.** Contactor

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.

83. **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 J**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