

February 16, 2011

TO: Prospective Vendors

RE: Request for Proposal #2007-0205/Z7, Architectural & Engineering Services

The Eaton County Transportation Authority (EATRAN) is soliciting written proposals for provision of architectural and engineering services as described herein. Written proposals are requested which will be firm and irrevocable for at least 180 days from date of receipt. Vendor proposals are to include price, delivery date, and all information needed to understand and evaluate the proposal, as well as any exception from EATRAN specifications. The proposal of the successful bidder will be binding upon EATRAN's acceptance of that proposal. Attached are specifications for this solicitation and EATRAN's standard terms and conditions are included with this packet and will become part of any purchase order/contract resulting from this solicitation. See attached Schedule of Activities for date of any scheduled pre-proposal meeting.

Proposals from interested vendors will be due at 2:00 P.M., Eastern Standard Time, March 21, 2011. Proposals are to be delivered to the EATRAN office located at 916 East Packard Highway, Charlotte MI 48813, and Attention: Donna Webb, General Manager. Responsibility for timely delivery of proposals to EATRAN rests entirely with prospective vendors. Proposals will be evaluated based upon information provided in the proposal. EATRAN is not responsible for locating/securing any information not identified and included in the submitted proposal.

EATRAN reserves the right to postpone, delay, cancel or otherwise change any scheduled activity in regard to this RFP: to accept or reject any and all proposals, in whole or in part, and to make award as determined to be in its' best interest.

If you have any questions concerning this solicitation, please direct them in writing by February 25, 2011 to the undersigned.

Sincerely,

Ms. Donna Webb  
General Manager  
916 East Packard Highway  
Charlotte, MI 48813  
[dwebb@eatontrans.com](mailto:dwebb@eatontrans.com)

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# Eaton County Transportation Authority

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## Request for Proposal # 2007-0205/Z7

## Architectural & Engineering Services

### **SCHEDULE OF ACTIVITIES**

|                                 |  |
|---------------------------------|--|
| RFP Released:                   | February 16, 2011  |
| Pre-Proposal Meeting:           | February 28, 2011, 10:00 A.M.<br>EST   |
| Number of Proposals & Due Date: | Submit five (5) proposal copies;<br>by 2:00 P.M., Eastern Standard<br>Time, March 21, 2011 |
| Interview(s) (If Held):         | Week of March 28, 2011   |
| Contract Award:                 | April 13, 2011   |
| Plans Complete:                 | June 13, 2011  |
| Project out for Bids:           | June 20, 2011  |
| Bids Due:                       | July 5, 2011   |
| Begin Construction:             | July 11, 2011  |
| Progress Meetings:              | Every other week   |
| Construction 100% Complete      | February 29, 2012  |

**February 16, 2011**

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# Eaton County Transportation Authority

## Architectural & Engineering Services

### Request for Proposal Project #2007-0205/Z7

## **SECTION I: PROCUREMENT PROCESS**

### **I-A Issuing Office**

This Request for Proposal ("RFP") is issued by Eaton County Transportation Authority, 916 East Packard Highway, Charlotte, MI 48813.

**All communications to EATRAN regarding this project during the procurement process must be addressed to EATRAN General Manager in writing:**

Ms. Donna Webb  
General Manager  
Eaton County Transportation Authority  
916 East Packard Highway.  
Charlotte, MI 48813  
Phone: (517) 541- 9308  
Fax: (517) 543 - 0146  
E-mail: [dwebb@eatontrans.com](mailto:dwebb@eatontrans.com)

### **I-B Project Oversight**

The oversight of this EATRAN Project is the responsibility of the EATRAN's General Manager.

The Vendor will be required to work with EATRAN staff and service agencies as directed by EATRAN throughout the duration of the Contract and attend bi-weekly Progress Meetings and perform project close-out duties as required by the EATRAN General Manager

### **I-C Incurring Costs**

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

EATRAN is soliciting proposals for Architectural/ Engineering Services required for the programming, concept design, design, development, construction documents, bidding, and construction observation for the addition(s), renovation and site improvements to the existing Transit Facility.

EATRAN is located in Charlotte, Michigan, operates thirty-three (33) mid size buses, serving Eaton County, with a population of approximately 103,655. EATRAN has received Federal and State funding for the design and construction of the planned improvements to the existing transportation facility. The facility will support the needs of county bus service, and may link to other modes, along with inter county transfers. All proposals received must meet Federal and State guidelines and regulations included in the Federal Office and Management and Budget Circular A-102, as amended, and Federal Transportation Administration Circular 4220.1F.

## I-D Contract Term

It is anticipated that any contract resulting from this solicitation will have a term for the duration to end after successful completion of the new facility.

## I-E Contract Extension

EATRAN reserves the right to extend or cancel the terms of this contract resulting from this RFP. Any extension will be in writing.

## I-F Pre-Proposal Meeting

See Schedule of Activities page above for date and time of Pre-Proposal Meeting scheduled for this RFP. Any such meeting will be held at the EATRAN Administrative offices. The purpose of this meeting is to discuss with prospective Vendors the work to be performed and to answer questions about this RFP. The pre-proposal meeting is for information only and vendor attendance is not mandatory. However, all interested vendors are strongly encouraged to attend. Please contact EATRAN to confirm if you are attending. Location may change depending on number of respondents.

## I-G Proposals

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

Late proposals which are received after the Proposal Due Date may be considered, if the respondent establishes to EATRAN's satisfaction within five (5) days of the Proposal Due Date that the delay was due to an independent event outside the control of respondent, such as acts of God or the public enemy, war, national emergency, labor strikes, the failure of the U. S. Postal Service to deliver first-class, registered, or certified mail within five (5) days, or the failure of a national courier service recognized by EATRAN to deliver as guaranteed or specified. EATRAN will require documentation to excuse late delivery, including, but not limited to, signed statements or affidavits, postmarks, original postal receipts, courier receipts, and shipment tracking logs in a form satisfactory to EATRAN. Each unsuccessful respondent's Price Proposal submitted in response to this RFP will be returned upon EATRAN entering into a contract with a Vendor or if the Project is cancelled or rebid.

## I-H Acceptance of Proposal Content

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

## I-I Economy of Presentation

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

## I-J Primary Vendor Responsibilities

The selected Vendor will be required to assume responsibility for all services offered in its proposal whether or not the Vendor performs them. Further, EATRAN will consider the selected respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime Vendor must provide a complete description of work subcontracted and descriptive information about the sub Vendor's organization and capabilities. The prime Vendor is totally responsible for adherence by the sub Vendors to all provisions of the contract. EATRAN must review and approve in writing all sub Vendors. All sub Vendors must be included in the initial proposal with descriptions of the firms' qualifications and the qualifications of the key individuals assigned to this project.

## I-K Other Duties Assigned by EATRAN

Because of the nature of this project, EATRAN is unable to determine all possible work components and tasks to be completed. The Vendor may be asked to provide additional service that has not been outlined in this RFP. When additional duties beyond those outlined in this RFP and in the Vendor's proposal are identified, EATRAN and the Vendor will discuss the Vendor's ability to complete this work. If EATRAN determines the Vendor should conduct the additional work, Vendor will provide a Change Order Request describing the work to be done and all associated costs. Only when Change Order Request is approved in writing by EATRAN will the Vendor be authorized to initiate the work.

## I-L Selection Criteria

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

The selection of a firm will be based on qualifications, with preference given to firms with experience in maintenance, municipal and transit facilities. The Eaton County Transportation Authority reserves the right to accept or reject any or all proposals. The criteria used to evaluate the proposals will be as follows:

- **Understanding of the Problem and Objectives:** As stated in the proposal and demonstrated by the written description of the project in the proposal.
- **Method of Approach to the Scope of Work as described in the proposal:** Quality of information submitted in the proposal based on completeness, relevance, conciseness and organization of materials presented.
- **Capability and qualifications of the prime firm and all sub Vendors :** This addresses distribution of staff time to the project, the respondent's past record of performance on similar assignments (such as control of costs, quality of work and ability to meet schedules). The primary Vendor will also be evaluated on its past experience in managing sub Vendor relationships.
- **Demonstrated ability to complete the project on time and on budget:** Respondents must demonstrate experience, ability and willingness to work with EATRAN and provide evidence of successful engagements elsewhere with other customers on similar projects.

- **Capability and qualifications of the key individuals:** This addresses key individuals from the primary Vendor and any named sub Vendors, including previous work on similar projects, technical experience, education and training.
- **Time Schedule:** The schedule for the architectural and engineering services for the project, and the narrative description of the product that will be delivered.

EATRAN will convene an ad hoc committee to evaluate all proposals. Those firms deemed by EATRAN to be most responsive to the needs of EATRAN may be asked to make oral presentations to EATRAN. In any event, EATRAN will determine one firm to be the most qualified of those submitting based on the submitted proposal and any oral presentation that may be made. The cost proposal for the most qualified firm will be opened. That most qualified firm will be asked to enter final negotiations. If the most qualified firm is unable to consummate an agreement with EATRAN, then the next most qualified firm will be considered for award, and so on. At any time during this process, EATRAN reserves the right to re-bid, award, or cancel the project, as EATRAN determines. The terms, conditions, and scope indicated in this RFP will be part of any contract resulting from the above process.

Each prime Vendor is encouraged but not required to include Disadvantaged Business Enterprises in this project.

## I-M Oral Presentation

At EATRAN's discretion, respondents may be required to make oral presentations of their proposals. These presentations provide an opportunity for the respondent to clarify the proposals through mutual discussion. This is not a time to simply review the contents of the proposal but to present to EATRAN your approach to this project and the uniqueness of the respondent's team in meeting the requirements of this RFP. Key members of the respondent's project team, including a representative from each sub Vendor, must be part of the presentation. If held, the presentations will be on the date indicated on the cover of this RFP, with a **maximum of 30 minutes allowed for each presentation followed by 30 minutes for questions and answers (timing and duration to be determined by EATRAN)**.

## I-N Independent Price Determination

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

- The prices in the proposal have been determined independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other respondent or with any competitor.
- Unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the respondent prior to award directly or indirectly to any other respondent or to any competitor.
- No attempt has been made or will be made by the respondent to induce any other persons or firm to submit or not submit a proposal for the purpose of restricting competition.
- Each person signing the proposal certifies that she/he:
- Is the person in the respondent's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to the bullets above.
- Is not the person within the respondent's organization responsible for the decisions as to the pricing being offered in the proposal but has been authorized, in writing, to act as an agent for the persons responsible for such a decision and certifying that such persons have not participated (and will not participate) in any action contrary to the bullets above.

## I-O Payment

- Payments against any contract entered into as a result of this RFP will be made not more than monthly upon receipt of the Vendor's billing statement for the preceding month, along with the receipt and acceptance of the progress report and proof of work completed.

See *Section II-I, Cost of Project*, for details concerning pricing submittal.

## SECTION II: STATEMENT OF WORK

### II-A Background

The Eaton County Transportation Authority (EATRAN) is the counties public transportation provider for Eaton County. EATRAN is located in Charlotte, Michigan, operates thirty-three (33) mid size buses, serving Eaton County, with a population of approximately 103,655. EATRAN has received Federal and State funding for the design and construction of the planned improvements to the existing transportation facility. The facility will support the needs of county bus service, and may link to other modes, along with inter county transfers. EATRAN also provides a demand-response service designed to meet the needs of persons with disabilities.

### II-B Objectives of the Project

Provide full A/E Services for the additions, renovations and site improvements to the existing Transit Facility.

### II-C Scope of Work

The following list of anticipated areas of work that need to be covered in the RFP. EATRAN will require, the (Vendor) Architectural firm to be responsible for programming, concept design, design development, construction documents, bidding, construction observation, project close-out and estimating the cost of the work at each phase prior to bidding. The Architectural firm will be responsible for analyzing all proposals/bids and making a written recommendation for award to EATRAN. Following award, the A/E Firm will be responsible to provide EATRAN with project management and oversight assistance as it relates to the bid documents developed by the firm.

**Task A. Environmental Services** – Perform corrective actions at the site where the release has occurred from an UST in accordance with Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act (NREPA), 1994 of P.A. 451 as amended. The consultant must also submit specific reports as required by the statute.

A 10,000 gallon UST was taken out of service and removed in April 1999. Sampling conducted during the UST removal indicated there was no soil contamination associated with the UST. However, the sampling was not performed in accordance with Michigan Department of Natural Resources and Environment (MDNRE) requirements. In July 1999, the original sample locations were re-sampled following proper procedures. Results indicated that the sample located on the east side of the former UST contained gasoline constituents above MDNRE, P.A. 451, Part 213 criteria. As a result, a confirmed release was reported for the site. In September 1999, an investigation was conducted to further delineate the soil contamination and assess contamination to the groundwater. Results of the investigation were provided in the Initial Assessment Report, dated October 26, 1999. The results indicated that soil and groundwater contamination exist at the site above regulatory criteria. The MDNRE (formerly known as the Michigan Department of Environmental Quality) issued an Audit of Corrective Actions Letter for the site dated March 25, 2008 indicating a Final Assessment Report has not been prepared for the site.

EATRAN is required to hire Qualified UST Consultants (QCs) to perform corrective actions in accordance with Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act (NREPA), 1994 of P.A. 451, as amended, and to submit specific reports required by the statute. Potential bidders are required to be a QC on the MDNRE QC List to conduct the corrective actions at the site

where the release(s) have occurred from a UST. The certification requirements for the QCs and the Certified Underground Storage Tank Professionals (CPs) are provided in Part 215, Refined Petroleum Fund, of the Natural Resources and Environmental Protection Act, 1994 P.A. 451, as amended, and its administrative rules. A QC must employ at least one full-time, approved CP.

### **Task B. Anticipated Facility Improvements**

#### **Site – To include, but not limited to:**

Expanded staff parking for 20-30 vehicles.

#### **Administrative/Operations –To include, but not limited to:**

Administrative Office (1 required)  
Training Room for up to 50 people (1 required)

#### **Maintenance – To include, but not limited to:**

Maintenance Bay with Mobile Column Hoists (1 required)  
Tool Crib/Parts Storage Area (1 required)  
Compressor Room (1 required)  
Tire/Bulk Lubricants Storage Area (1 required)

#### **Vehicle Storage – To include, but not limited to:**

Storage for three (3) Buses  
Automated, Drive-Thru Bus Washing Bay

#### **Site Area Considerations:**

|                    |                  |               |
|--------------------|------------------|---------------|
| Traffic Patterns   | Employee Parking | Landscaping   |
| Fencing            | Signage          | Snow Plowing  |
| Service Drives     | Visitor Parking  | Site Lighting |
| Contractor Staging |                  |               |

#### **Facility Design:**

- The Facility must be designed to allow the maximum practical operating efficiency for EATRAN and aesthetically contribute to the existing facility.
- The architectural aspects of the structure should address energy efficient design, durable, cost-effective materials, and functional need. The architect should have certain flexible planning and design latitudes to develop the most efficient, well-designed project possible. Preconceived space need assumptions, previous building design concepts, and standard methods of operations may be challenged to reduce areas and cost where practical to achieve design excellence with in the project budget. Green or LEED design principals are requested where appropriate and cost-savings identified.

#### **Parking and Traffic Flow:**

- There are several movements that occur throughout the day that must be taken into account when developing the parking, storage, and traffic flow for these vehicles. The interaction between bus and service vehicle movement with employee and customer parking must be considered. The overall goal is to maximize parking and maximize efficiency of traffic flow.

## II-D EATRAN Responsibility

EATRAN will provide:

- Statistics, Budget or other information as may be needed and available
- Census data
- Access to appropriate EATRAN facility and staff.

## II-E General Requirements

**Timeliness:** The services of the successful respondent are to commence upon execution of each task assigned and completed so as to assure project completion as directed by EATRAN's General Manager.

**Meetings:** The successful respondent (Vendor) shall meet with the EATRAN General Manager during the project at least bi-weekly. These meetings may be conducted over the telephone, in person, or via e-mail, as determined by the EATRAN Project Manager. The Vendor shall make immediate phone calls to the EATRAN General Manager if any significant problems are encountered during the project.

**Oral Presentations:** In addition to any committee and/or community outreach meetings established in the scope of work, the Vendor may also make other presentations as required.

**Progress Reports:** The successful respondent shall provide monthly written progress memos to EATRAN's General Manager. These reports will identify work accomplished, problems encountered during the past month, methodology and timeline for resolving these problems and the activities planned for the upcoming month. These memos shall be provided to the General Manager by the 10<sup>th</sup> day of each month. The report can be faxed, mailed or e-mailed to the General Manager.

**Project Reports:** The Vendor will provide to the General Manager A/E studies and proposals as appropriate and required.

## II-F Deliverables

All documents and reports provided are considered deliverables, and must be delivered to EATRAN's General Manager as required. 5 copies must be provided. In addition, if the deliverables are available electronically, at least two copies (on CD's) must be provided in Microsoft Word 2000 or newer. No primary deliverable (e.g. reports, technical memorandums, data tables, etc.) may be delivered by e-mail only.

## II-G Detailed Work Plan

Within 10 working days of the award of the contract, the Vendor will submit to EATRAN's Project Manager, for discussion, review and approval, an adjusted technical work plan including the following:

- The Vendor final project organization structure.
  - The Vendor's (and sub Vendors) detailed manning table with names, titles, addresses, telephone numbers, fax numbers, e-mail addresses and any other critical information, by task if appropriate. The project breakdown showing subprojects, activities and tasks, products, public involvement, decision points, and resources (person hours or days and dollar amount) required and allocated to each elements of the work plan.
- The time-phases planned for completing the project.

- Within one week following the submittal of the detailed work plan, the Architect's representative will meet with EATRAN's General Manager to review the components of the work plan and to finalize the direction of the project.

## II-H Proposal Requirements

Interested parties should submit proposals which include, at a minimum, the following information:

- Detailed description of Respondent's plan for implementing Scope of Work; Respondent's detailed technical work plan including such things as a proposed schedule/time line.
- Statement describing the Respondent's understanding of EATRAN's stated problem and project objectives.
- Qualifications of the Primary Vendor and each sub-Vendor.
- Qualifications of the key individuals from each firm assigned to the project.
- Past experience on similar projects – not less than three (3) examples for the prime and each sub-Vendor.
- List of three (3) references including specific contact names, addresses, telephone numbers, fax numbers and e-mail addresses.
- Names and addresses of all DBE firms to be involved in the project.
- Statement of Agreement with EATRAN Standard Terms & Conditions and the RFP.
- Statement of compliance and agreement to continue compliance with Federal and State laws and regulations, including regulations of the Federal Transit Administration ("FTA") and the Michigan Department of Transportation ("MDOT").
- Timeline showing duration for each phase.
- Additional Information and Comment – include any other information that is believed to be pertinent, but not specifically asked for elsewhere.
- A description of the Respondent's Quality Assurance Program.
- Cost proposals based on hourly rates.
- A list of any and all work that is to be sub-contracted and a description of the qualifications of the Prime Vendor and each Sub-Vendor on the team.
- An organizational chart of the Respondent and all Sub-Vendors.
- The name and telephone number of person(s) in the Respondent's organization authorized to negotiate.

## II-I Cost of Project

Vendor pricing proposals must be submitted at the same time as technical proposals, but in a separately sealed envelope from the technical proposal; that is, **submit five (5) copies of the price proposal in a sealed envelope separately from the five (5) copies of the technical proposal.**

## SECTION III: COMPLIANCE REQUIREMENTS

### III-A FTA and MDOT Required Clauses

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

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

The website address of the Michigan Department of Transportation is [www.michigan.gov/mdot](http://www.michigan.gov/mdot).

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

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

### III-B Disadvantaged Business Enterprises

Disadvantaged Business Enterprises (“DBE”) are encouraged to bid on this project. Any applicable DBE firm’s certifications must be included in the proposal. Cost Proposals must list the amount and activity of service provided by the DBE firm, as applicable. Information on becoming certified as a Disadvantaged Business Enterprise is available from Michigan Department of Transportation (“MDOT”) at the following website address: <http://mdot270.state.mi.us:8080/UCP/HomePageServlet>.

### III-C Compliance with Laws

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

1. Motor Carrier Safety Act, 1963 PA 181, as amended.
2. Motor Bus Transportation Act, 1982, P A 432, as amended.
3. Rules and Regulations of the Department of Transportation may promulgate to accomplish the purpose of 1990 PA 339.
4. Motor Safety Carrier Regulations, being 49 CFR, Parts 387, 390-393, 395-397, and 399 including appendices C, D, E, and G.
5. Drug-Free Workplace Act of 1988.
6. Procedures for Transportation Workplace Drug Testing Progress, 49 CFR 40.
7. Physical Qualification Requirements of 49 CFR 391.41 to 391.49.
8. Debarment Certification per 49 CFR 29; Appendix C must be signed by Respondent and included in proposal submittal.

9. Surface Transportation Assistance act of 1982 ("Buy America Act"); Appendix D must be signed by Respondent and included in proposal submittal.
10. Lobbying Disclosure Act of 1985; Appendix E must be signed by Respondent and included in proposal submittal
11. Non-Discrimination Clause per 49 CFR, Part 26.
12. Prohibition of Discrimination per 1976 P A 453, Public Acts of 1976.

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

Information regarding the regulations listed above may be obtained from the Federal Motor Carrier Safety Administration at [www.fmcsa.dot.gov/rulesregs/fmcsr/fmcsrsguide.htm](http://www.fmcsa.dot.gov/rulesregs/fmcsr/fmcsrsguide.htm).

### III-D Ownership

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

### III-E News Releases

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

### III-F Audit and Inspection of Records

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

## III-G Contractual Terms and Conditions

### STANDARD TERMS AND CONDITIONS OF PROCUREMENT

- A. The Following Terms and Conditions Will be a Part of the Contract Awarded.
1. **CHANGES.** EATRAN, 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 services to be furnished are specifically provided for EATRAN. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification of the contract. Any claim by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Vendor of the notification of change; provided that EATRAN, if it decides that the facts justify the action, may receive and act upon any such claim if asserted prior to dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Vendor from proceeding with the contract as changed.
  2. **TERMINATION FOR DEFAULT.** EATRAN, by written notice, may terminate the contract awarded on the basis of this proposal, in whole or in part, for failure of the Vendor to perform any of the provisions hereof. In such event, the Vendor shall be liable for damages, including the excess cost of reprocurring similar services, provided, that if (a) it is determined for any reason that the contract was not in default or, (b) the Vendor'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.** EATRAN, by written notice, may terminate the contract, awarded on the basis of this proposal, in whole or in part, when it determines it is in the best interest of EATRAN. The Vendor shall be compensated in accordance with its auditable cost incurred at the time of notification of termination. To the extent that the contract is for services and is so terminated, EATRAN shall be liable only for payment in accordance with the payment provisions of the contract for services rendered to the effective date of termination.
  4. **ADDITIONAL INFORMATION.** The Vendor shall promptly furnish any additional information requested by EATRAN relative to the project within 7 days written notice.
  5. **BREACH OF CONTRACT.** If the Vendor shall fail, refuse or neglect to comply with the terms of these contract conditions, such failure shall be deemed a total breach of contract and the Vendor shall be subject to legal recourse by EATRAN, plus costs relating to failure to comply.
  6. **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 Vendor shall be decided by EATRAN in writing, with a copy mailed or otherwise furnished to the Vendor. The decision of EATRAN shall be final and conclusive unless within ten (10) days from the date of receipt of such copy, the Vendor mails or otherwise furnishes to EATRAN a written appeal addressed to the General Manager 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 Vendor 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 Vendor shall proceed diligently with the performance of the contract and in accordance with EATRAN's decision.

7. **DELIVERY EXTENSION AND DELAYS.** EATRAN reserves the right to extend, postpone or reschedule delivery in case the delivery of service equipment, under this contract, shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstance beyond the control of the Vendor, as detailed in writing by the Vendor, the time of completion or a delivery shall be extended by a number of days to be determined in each instance by EATRAN.
8. **INSTALLATION.** If specified, the Vendor shall install and place in operation, subject to approval by EATRAN, the equipment at the Vendor's expense within thirty (30) days from issuance of a notice to install issued by EATRAN.
9. **INSTALLATION EXTENSION AND DELAYS.** EATRAN reserves the right to extend, postpone, or reschedule installation in case the installation of equipment under this contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason or cause or circumstances beyond the control of the Vendor. The time of completion or installation shall be extended by a number of days to be determined in each instance by EATRAN.
10. **EATRAN WARRANTY.** The Vendor agrees that the services furnished under this contract shall be covered by the most favorable warranties the Vendor 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 EATRAN by any other clause of this contract. The Vendor shall state the warranty and supply with its bid.
11. **INSURANCE.** The Vendor shall place and maintain with responsible insurance carriers the following insurance. The Vendor shall deliver to EATRAN, upon request, certificates of insurance which shall provide thirty (30) days' written notice to be given to EATRAN in the event of cancellation. Vendor shall require all Sub Vendors to maintain the minimum insurance coverage stated below:
  - (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 Vendor'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.
12. **INDEMNIFICATION.** In addition to the protection afforded by any policy of insurance, the Vendor agrees to indemnify and save harmless EATRAN, the Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and all officers, agents, and employees thereof:

- (a) From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the Vendor in connection with the Vendor's performance of the contract; and
- (b) From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation and response, and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the Vendor's negligent performance of the contract.

EATRAN will not be subject to any obligations or liabilities by Sub Vendors of the Vendor or their Sub Vendors 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.

13. **ACCEPTANCE OF MATERIAL - NO RELEASE.** Unless EATRAN otherwise agrees in writing, acceptance of any portion of the material prior to final acceptance shall not release the Vendor from liability to fully comply with all of the terms of this contract. EATRAN reserves the right and shall be at liberty to inspect all products and services at any time during the process, and shall have the right to reject all products and services which do not conform with the contract requirements and specifications; provided, however, that EATRAN is under no duty to make such inspection and no inspection so made shall not relieve Vendor from any obligation to furnish products and services in accordance with the contract requirements and specifications.
14. **NO ASSIGNMENT OF CONTRACT.** Vendor may not assign or transfer any interest in the contract without the prior written consent of EATRAN.
15. **DEFECTIVE WORKMANSHIP AND MATERIAL.** When and as often as EATRAN 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 Vendor in writing and the Vendor shall immediately upon receipt of such notice do all things required to remedy such noncompliance without additional cost to EATRAN. If the Vendor fails to comply with such written notice, then EATRAN, upon written notice to the Vendor, shall deduct the cost of repair, replacement or correction of defective or damaged work from the compensation due or to become due to the Vendor.
16. **WAIVER OF BREACH.** The waiver by either party hereto or any breach of any provision of this contract by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this contract by either party hereto.
17. **OWNERSHIP OF DOCUMENTS.** All original documents, calculations, and work product produced by VENDOR, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of EATRAN. VENDOR shall have the right to retain a copy of such documents, calculations, and work product. VENDOR shall make available to EATRAN copies of all VENDOR correspondence, notes, and other papers relating to the work, upon request of EATRAN. All works of original authorship created in the scope of this Agreement are "works made for hire", as that term is used in connection with the U.S. Copyright Act. To the extent that by operation of law VENDOR retains any intellectual property rights to any work product, VENDOR hereby irrevocably assigns and licenses to EATRAN 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 EATRAN's legal counsel to confirm this provision. The work product produced by VENDOR in the performance of services under this Agreement is intended for use by EATRAN solely for the purpose intended. Any use or reuse of such work product by EATRAN for any purpose other than its intended purpose shall be at the sole risk of EATRAN and without any liability or responsibility of VENDOR. To the extent that the work product produced by VENDOR contains standard design or construction

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

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

B. TERMS INCLUDED IN CONTRACTS FUNDED IN WHOLE OR PART BY FTA, MDOT, OR OTHER GOVERNMENTAL AGENCY.

1. NONDISCRIMINATION.

- (a) Compliance with Regulations. Vendor shall comply with Federal Regulations relative to nondiscrimination of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), and with Executive Order 11246 titled Equal Employment opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulation (41 CFR 60) which are herein incorporated by reference and made a part of this contract.
- (b) Nondiscrimination. With regard to the work performed by it during this contract, Vendor shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Sub Vendors, including procurement of materials and leases of equipment. Vendor 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, Vendor agrees to comply with the State of Michigan provisions for "prohibition of discrimination in state contracts" as set forth in Appendix A dated March 19, 1998, a copy of which is attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this contract. Further, each contract which Vendor signs with a Sub Vendor must include the following assurance:

The Vendor, Sub recipient, or Sub Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Vendor to carry out these requirements is a material breach of this contract,

which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

2. **DBE REQUIREMENTS.** Vendor will carry out the applicable requirements of the Michigan Department of Transportation's Disadvantaged Business Enterprise ("DBE") program and 49 CFR 26, including, but not limited to those requirements set forth in Appendix B, attached hereto and made a part hereof.
3. **CONTINGENT FEES.** The Vendor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Vendor, 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 Vendor, 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, EATRAN shall have the right to annul this contract without liability.
4. **RECORDS/AUDITS.** The Vendor shall maintain complete and accurate books, documents, papers, accounting records, and other evidence with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally accepted accounting principles and shall be clearly identified and readily accessible. The Vendor shall provide access during regular business hours to authorized representatives of EATRAN to such data and records, and the right to inspect and audit all data and records of the Vendor relating to its performance under the contract, and to make transcripts therefrom as necessary to allow inspection of all work data, documents, proceedings, and activities related to this contract for a period of four (4) years from the date of final payment under this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Vendor will thereafter continue to maintain such records until the dispute has been resolved.
5. **CONFLICT OF INTEREST.** The Vendor certifies that, to the best of its knowledge, no EATRAN Employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Vendor and that no person associated with the Vendor has any interest that would conflict in any manner or degree with the performance of this contract.
6. **INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS.** No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
7. **DEBARMENT AND SUSPENSION.** Vendor agrees to comply, and assure the compliance by each of its Sub Vendors at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 CFR Part 29. Vendor shall furnish the Certificate of Compliance, as set forth in Appendix C, as a term and condition of the procurement.
8. **MDOT AND FTA TERMS.** All contractual provisions required by MDOT or mandated by FTA as set forth in FTA Circular 4220.1F, dated November 1, 2008, as amended, are hereby incorporated by reference. Anything to the contrary notwithstanding, all FTA mandated terms or MDOT mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. Vendor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause EATRAN to be in violation of the FTA terms and conditions.
9. **COMPLIANCE WITH LAWS.** The Vendor shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government which may, in any manner, affect the performance of the contract.
10. **AIR POLLUTION LIMITATIONS.** All facilities and equipment utilized by Vendor in the performance of this contract shall be designed and equipped to prevent or control air pollution in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. If state or local air pollution regulations are in force,

- the more restrictive criteria shall govern. The Vendor and any Sub Vendors or suppliers must submit evidence to EATRAN that the governing air pollution criteria will be met. Violations shall be reported to the Regional Office of the Environmental Protection Agency.
11. **BUY AMERICA PROVISIONS.** This procurement is subject to the FTA's Buy America Requirements in 49 CFR 661. The attached certificate, entitled "Buy America" Provision (Appendix D), must be completed and submitted with the proposal as a term and condition of the procurement. Failure to fill out the certificate completely and return it with the proposal will render your proposal non-responsive. A waiver from the Buy America Provision may be sought by the bidder if grounds for a waiver exist. Section 165a of the Surface Transportation Act of 1982 permits FTA participation on contracts only if steel and manufactured products used in the contract are produced in the U.S.A.
  12. **CERTIFICATION REGARDING LOBBYING.** This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix E), must be signed and returned as a term and condition of the procurement.
  13. **PREVAILING WAGE.** Vendors must comply with the provisions of the Davis-Bacon Act, 1931 P A 403, as amended, as to payment by the Vendor of wages prevailing in the area in which the work is performed.

**C. MISCELLANEOUS.**

1. **COMPUTATION OF TIME.** In computing a period of time prescribed by these conditions, the following rules apply:
  - (a) "Day" means days of the week (e.g., Monday through Friday), not business days.
  - (b) The day of the act or event after which the designated period of time begins is not included.
  - (c) The last day of the period is included, unless it is a Saturday, Sunday, or legal holiday. In that event, the period runs until the end of the next day that is not a Saturday, Sunday or legal holiday.
  
2. **NOTICE.** All notices and other communications required under this Contract shall be given in writing, signed by an authorized representative, and be personally delivered or delivered by overnight courier, or certified mail (return receipt requested) to the addresses set forth below:  

|            |   |
|------------|---|
| To EATRAN: | Ms. Donna Webb<br>General Manager<br>Eaton County Transportation Authority<br>916 East Packard Highway<br>Charlotte, MI 48813<br><a href="mailto:dwebb@eatontrans.com">dwebb@eatontrans.com</a> |
|------------|---|
  
3. **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 Eaton County Circuit Court, or the applicable Federal District Court for the State of Michigan.
  
4. This contract constitutes the entire contract between the parties and supercedes all negotiations, commitments, and previous contracts and may be modified only by a further written contract which is executed by a duly authorized officer of each of the parties.

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## APPENDIX A

### PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act 453, Public Acts of 1976, Vendor 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, Vendor 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. Vendor 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. Vendor 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. Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, 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. Vendor 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 Vendor's commitments under this appendix.
6. Vendor 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. Vendor 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 sub Vendor as well as Vendor itself, and said Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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. Vendor 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 sub Vendor or seller.

## APPENDIX B

ASSURANCES THAT RECIPIENTS AND VENDORS MUST MAKE  
(EXCERPTS FROM US DOT REGULATION 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801, et seq.).

- B. Each contract Vendor signs with a sub Vendor must include the following assurance:

The Vendor, sub recipient, or sub Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Vendor 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.

**APPENDIX C**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
**INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective Participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective Participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective Participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective Participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "primary", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective Participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective Participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A Participant may decide the method and frequency by which it determines the eligibility of its principals. Each Participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a Participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 49 CFR 29, Appendix C, includes attached Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

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

The Primary Participant (applicant for an FTA grant to cooperative agreement or potential Vendor for a major third party contract), \_\_\_\_\_, ("VENDOR"), 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 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 offenses enumerated in paragraph 2 above of this Certification; and
4. Have not within a three year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

(If the Primary Participant (applicant for an FTA grant, or cooperative agreement, or potential third party Vendor) is unable to certify to any of the statements in this Certification, the Participant shall attach an explanation to this Certification).

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Vendor for a major third party contract), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 USC §§ 3801, et seq., are applicable thereto.

\_\_\_\_\_

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

By: \_\_\_\_\_

Signature and Title of Authorized Official

The undersigned chief legal counsel for Vendor, \_\_\_\_\_, hereby certifies that the Vendor has authority under federal, state, and local law to comply with the subject assurances and that the Certification above has been legally made.

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

By: \_\_\_\_\_

Signature of Vendor's Attorney

Name, Address, and Phone  
Of Vendor's Attorney: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Appendix D

"BUY AMERICA" PROVISION

This procurement is subject to the Federal Transit Administration "Buy America" Requirements in 49 CFR Part 661.

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

A waiver from the "Buy America" provision may be sought by Eaton County Transportation Authority if grounds for the waiver exist.

In order to qualify as a domestic end-product, the cost of components produced in the United States must be 100% American made.

|  |                                |
|--|--------------------------------|
| CERTIFICATE ONE:   | <b>BUY AMERICA CERTIFICATE</b> |
| The bidder hereby certifies that it <u>WILL</u> comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (B)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR Part 661.7. |                                |
| Signature: _____   |                                |
| Title: _____   |                                |
| Date: _____  |                                |

|  |                                |
|--|--------------------------------|
| CERTIFICATE TWO:   | <b>BUY AMERICA CERTIFICATE</b> |
| The bidder hereby certifies that it <u>CANNOT</u> comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (B)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR Part 661.7. |                                |
| Signature: _____   |                                |
| Title: _____   |                                |
| Date: _____  |                                |

### Appendix E

## CERTIFICATE REGARDING LOBBYING

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

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions (as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (11/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC § 1601, et seq.).
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

The Vendor certifies or affirms to the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 USC § 3801, et seq., apply to this certification and disclosure, if any.

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Signature of Vendor's Authorized Official

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Name & Title of Vendor's Authorized Official

\_\_\_\_\_  
Date

