



**Kalamazoo Area
Transportation Study**
5220 Lovers Lane
Suite 110
Portage, MI 49002
Phone: 269.343.0766
www.katsmpo.org

REQUEST FOR PROPOSALS (RFP)

The Kalamazoo Area Transportation Study (KATS) is soliciting proposals for:

Project Name: Pedestrian, Greenway, and Transit Plan

RFP ISSUE DATE: July 29, 2016

Number of Copies Required: 5 (1 unbound)

PROPOSAL DUE DATE: September 9, 2016

Facsimile Proposals Will Not Be Accepted

MAILING ADDRESS & INSTRUCTIONS

Mail to:

Kalamazoo Area Transportation Study
5220 Lovers Lane
Suite 110
Portage, MI 49002

Project Manager:

Steve Stepek, AICP
sstepek@katsmpo.org
(269)343-0766 ext 13

Deadline for submittal of questions and/or requests for clarification: August 12, 2016

Response to questions and/or requests for clarification: August 19, 2016

Closing date for proposal submission: September 9, 2016

Include on the envelope the Project Name (above). All envelopes must be sealed.

You are invited to submit a proposal for this project. Specifications, terms, conditions, and instructions for submitting proposals are contained herein. This Request for Proposal with all pages, documents, and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed proposal shall constitute the contract between the Kalamazoo Area Transportation Study (KATS) and the successful proposer when approved and accepted on behalf of KATS by an authorized official or employee. Please review the proposal document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Proposers.

PROPOSALS MUST BE RECEIVED BY THE DUE DATE - LATE PROPOSALS WILL NOT BE CONSIDERED. The Kalamazoo Area Transportation Study reserves the right to postpone the proposal opening for its own convenience.

STATEMENT OF NO PROPOSAL

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

KATS wishes to keep its proposers list file up-to-date. If, for any reason, you cannot supply the commodity/service noted in this proposal solicitation, this form must be completed and returned to remain on the particular proposal list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this proposal list.

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).

_____ Specifications are unclear (explain below).

_____ We are unable to meet specifications.

_____ Insufficient time to respond to the Request for Proposal.

_____ Our schedule would not permit us to perform.

_____ We are unable to meet bond requirements.

_____ We are unable to meet insurance requirements.

_____ We do not offer this product or service.

_____ Remove us from your proposers list for this commodity or service.

_____ Other (specify below).

REMARKS: _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

CONSULTANT NAME: _____
(If any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL: _____

SECTION I - INSTRUCTIONS TO PROPOSERS

1. **EXAMINATION OF PROPOSAL DOCUMENT**-Before submitting a proposal, proposers shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The proposer shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.
2. **PREPARATION OF TECHNICAL PROPOSAL**- Send one original (unbound) and 4 copies (bound) of the proposal to the issuing office by proposal due date and time, as indicated on page 1 of this RFP. The pages must be numbered consecutively, e.g., 1, 2, 3, etc. No other distribution of the proposals will be made by the consultant or his agent.

Send one original and one copy (both unbound) of the price proposal, separate from the technical proposal, in a sealed envelope clearly marked, **Price Proposal**, with the consultant's name identified on the front of the envelope. Continue the consecutive page numbering from the last page of the technical proposal, e.g., 3, 4, 5.

Proposals must be signed by an authorized agent to bind the consultant to its provisions. The proposal must remain valid for a period of at least 120 days from the due date of submission.

3. **EXPLANATION TO PROPOSERS**- Any binding explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments must be requested in writing to the Project Manager, Steve Stepek.

Deadline for submittal of questions and/or requests for clarification: August 12, 2016
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4. **WITHDRAWAL OF PROPOSALS**-Proposals may be withdrawn in person by a proposer or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the exact time set for receipt of proposal. No proposal may be withdrawn for at least ninety (90) days after proposal opening.
5. **COST LIABILITY AND DISCLOSURE**-The Kalamazoo Area Transportation Study assumes no responsibility or liability for costs incurred by any prospective consultant prior to the signing of a contract by all parties. No work shall be started on this study until a notice to proceed is issued in writing by the Kalamazoo Area Transportation Study.

All information in a consultant's proposal and any contract resulting from this RFP is subject to disclosure under the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

6. **LATE PROPOSALS**-Any proposal received at the office designated herein after the exact time specified for receipt will not be considered. (Note: KATS reserves the right to consider bids that have been determined by KATS to be received late due to mishandling by KATS after receipt of the proposal and no award has been made.)

SECTION II - SCOPE OF SERVICES

1. INTRODUCTION

The Kalamazoo Area Transportation Study (KATS) is seeking consultant support to provide professional planning services to develop an integrated Pedestrian, Greenway, and Transit Plan for the entire Metropolitan Planning Area. Primary tasks and deliverables to be performed by the consultant shall include, but are not limited to: existing inventory collection; GIS mapping; data collection and analysis; extensive public and stakeholder outreach; identification of potential greenways; and a prioritized project listing.

The Kalamazoo Area Transportation Study (KATS) is the Metropolitan Planning Organization (MPO) for the Kalamazoo urbanized area which includes of all Kalamazoo County and Almena Township, Antwerp Township, Paw Paw Township, and Waverly Township in Van Buren County. The purpose of the Study is to fulfill the Federal, State, and Policy Committee directives to ensure distribution of transportation funding in the Metropolitan Planning Area to best benefit the transportation system, as well as plan for the future of the transportation network within financially feasible goals.

This solicitation is a continuation of the recently adopted 2045 Metropolitan Transportation Plan which looked extensively at non-motorized travel options. All recommendations produced from this Pedestrian, Greenway, and Transit Plan shall be consistent with the goals and objectives already outlined in the 2045 Metropolitan Transportation Plan.

See Appendix B for a map showing the KATS MPO planning area.

2. GOALS AND OBJECTIVES

The following goals, at a minimum, have been identified for the project:

- Foster greater transit accessibility by planning for an integrated area wide greenway system which allows increased pedestrian and non-motorized access to the existing transit system.
- Identify greenway corridors that can best protect natural resources while providing linear access and connectivity to transportation options.
- Provide extensive citizen and community outreach and participation opportunities.
- Develop greenway project descriptions, priorities and financial feasibility.

3. SCOPE OF WORK

The tasks and associated task deliverables described in the Scope of Work are a minimum. Proposers are encouraged to include additional tasks and deliverables in the proposals where they deem appropriate. It is expected that the project shall be completed within 12 months of contract authorization.

Task 1: Data Collection and Review

With the assistance of KATS staff and members of the Steering Committee, the consultant shall assemble and analyze all existing relevant data in order to develop the Pedestrian, Greenway, and Transit Plan. The consultant shall determine any additional data requirements and determine the best course of action in collecting said data within the scope of their proposal. The consultant shall review existing documents, including but not limited to the KATS 2045 Metropolitan Transportation Plan, Kalamazoo Metro's 10 Year Service Vision, local master plans, and recreation plans.

Products: Technical Memorandum 1 that summarizes assembled data and includes a narrative that describes the methodology and findings with necessary exhibits (e.g., maps, tables) as well as data files of any new data collected.

Task 2: Delineation of Greenway Routes and Public Meeting 1

Once the existing conditions are collected, the consultant shall assess the suitability of integrating

pedestrian and greenway connections with the existing transit system. Where suitable, a context-sensitive, off-road greenway for bicycles and pedestrians that furthers connectivity to the transit system shall be proposed. If it is not possible to create an off-road greenway, the consultant shall explore on-street bicycle and pedestrian accommodations in a context sensitive nature. It is anticipated that the consultant will hold a public meeting during Task 2 to present the work completed to date and to solicit input from the public.

The first public meeting should be formatted similar to a design charrette, which will be an inter-active workshop with the public to brainstorm ideas for the potential greenways and inform a collective vision for the entire Pedestrian, Greenway, and Transit Plan.

Products: Technical Memorandum 2 that includes documentation of the proposed greenways and how they increase accessibility to transit, including written descriptions and mapping. Also include a summary of public comments and suggestions from public meeting.

Task 3: Implementation Strategy and Public Meeting 2

The consultant shall prepare high level (non-engineering) cost estimates for implementation of the proposed pedestrian and greenway system. The consultant shall prepare an implementation strategy that identifies a public driven prioritization process; funding sources; responsible agency; timeframe; and possible phasing plan. It is anticipated that the consultant will hold a public meeting during Task 3 to present the work completed to date and to solicit input from the public.

Product: Technical Memorandum 3 that includes a narrative and exhibits for an implementation strategy for the pedestrian and greenway system. Summary of public comments submitted during public comment period.

Task 4: Draft Final Report and Public Meeting 3

The consultant shall prepare a draft of the final report that summarizes all work completed for review by KATS and the Steering Committee. It is anticipated that the draft final report will include Technical Memoranda 1-3. The consultant shall revise the draft final report per comments from KATS staff and the Steering Committee. It is anticipated that the consultant will hold a public meeting during Task 4 to present the work completed to date and to solicit input from the public.

Product: Draft final report and a public meeting on draft.

Task 5: Final Report

The consultant team shall prepare the final report revised per comments from KATS Staff, the Steering Committee, and the public and distribute copies to KATS Staff and the Steering Committee. A digital copy of the plan shall also be provided to KATS Staff in a common format approved by KATS so staff is able to edit and modify, if necessary.

All work products and data collected shall be the property of KATS. The final product shall be a plan that details the steps the MPO needs to take to create a continuous pedestrian and greenway system that facilitates increased accessibility to transit.

Product: A digital copy of the final report with Executive Summary in a format that may be edited by KATS staff including all data collected throughout the study. Twenty (20) hardcopies of the final report and supporting documentation.

The following disclaimer shall be placed on the final report:

“The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do

not necessarily reflect the official views or policy of the U.S. Department of Transportation."

In addition, the KATS logo should be displayed on the cover and/or title page of any published report concerning this project, except for products that contain no logos or other agency identification.

The Steering Committee will assist the consultant team with data collection when applicable and review consultant task deliverables. The Steering Committee shall meet regularly throughout the study. At a minimum, it is anticipated that the Steering Committee will convene once during each consultant task.

The consultant shall be responsible for preparing the agenda, materials, and minutes for Steering Committee meetings as well as leading discussions at the Steering Committee meetings.

Public Meetings

Over the course of the study, at least three meetings of the general public will be convened. The purpose of public meetings is to provide an open forum to solicit input on the study process and products. Therefore, attention shall be paid to the scheduling, notice, format, and presentation materials of all public meetings. Meetings of the Steering Committee shall not constitute public meetings.

KATS Staff shall be responsible for reserving locations for public meetings, responding to public inquiries, and assisting in the advertisement of public meetings. The consultant shall be responsible for the preparation of the agenda, materials, and/or presentations for public meetings. When appropriate, meeting materials shall be made available to the public at least one week in advance of the meeting. The public shall be given ample opportunity to review and provide feedback on consultant work products.

As part of the KATS Environmental Justice process, areas within the MPO have been identified as Environmental Justice Areas. Therefore, efforts shall be made to reach the widest audience possible. Innovative and effective ways to engage the public are encouraged.

4. SKILLS AND QUALIFICATIONS

Consultants are encouraged to collaborate with other consulting firms to work as a team. A lead consultant will need to be selected from the team of consultants to facilitate the process. Other disciplines may be included as needed. Those might include experts in pedestrian and greenway planning or natural resource management. At a minimum, expertise in the following areas is required:

- **Urban Planning:** The urban planning element will provide the facilitation for a wide range of participation in the planning process and presents opportunities for consensus building and creates the vision for the consultant team.
- **Transportation Planning:** Thorough understanding of transportation systems, including transit operations and pedestrian connectivity.
- **Visualization:** The ability to visualize the planning process to the public for better public and political engagement and buy-in.

5. SELECTION CRITERIA

The selection of the consultant will be made by the Kalamazoo Area Transportation Study and the Pedestrian, Greenway, and Transit Plan Steering Committee. During this period, proposers may be requested to give an oral presentation of their submission. Factors to be used in evaluating the proposals include:

- Understanding of the project and proposed course of action. (40%)
- Previous consultant experience on similar projects. (15%)
- Proposal for public engagement activities. (10%)
- Experience and qualifications of personnel to be assigned to the project. (20%)
- Time schedule for accomplishing the tasks. (15%)

KATS and the Steering Committee will look for a demonstrated comprehensive and innovative approach to the various work elements. Once all proposals are ranked, the highest ranking proposal's Price Proposal will be opened. A contract will then be negotiated within the budget allocated. If a

contract cannot be reached with the highest ranked proposal, KATS will begin negotiating with the second highest ranked proposal, and so forth.

Other factors that may be considered:

- Past performance on related projects for the Kalamazoo Area Transportation Study.
- Other items the consultant may include deemed pertinent to this project.

6. **AWARD OF CONTRACT**

The proposal submitted by the consultant shall remain in effect for ninety (90) days. It is understood that there will be no reimbursements to the consultant for proposal submission costs or for travel costs to attend a possible initial interview meeting. The Kalamazoo Area Transportation Study reserves the right to reject any or all proposals submitted in response to this RFP.

Award of the contract will be made to the proposer providing the most complete proposal with the best aggregate of total functionality for the amount of expenses to be incurred. The consultant chosen to work may be asked to submit further information. Negotiations could be necessary to arrive at a final cost for the contract. We expect to award a contract within one month from our receipt of the proposals.

If selected, the consultant shall enter into a contract with KATS to undertake this project. The contract shall indicate that the work to be undertaken shall be done to the satisfaction of KATS, according to this RFP and for the amount agreed upon by the two parties. The cost shall indicate that no additional money shall be paid to the consultant for any work for which prior authorization has not been given in writing. No contingency allowance will be accepted.

SECTION III - INDEMNITY AND INSURANCE

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the Kalamazoo Area Transportation Study, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

The Contractor shall furnish within (10) days of Notice of Award, certificate(s) of insurance providing insurance coverage as follows:

- (A) Workers' Compensation Insurance - Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers' Compensation Act, including Employer's liability of \$500,000.
- (B) Commercial Liability Insurance - Including premises and operations, including XCU coverage, if the nature of the contract requires XC or U work. Product and completed operations, contractual and independent contractor's protection with limits as follows:
 - Bodily Injury \$ 1,000,000 occurrence/
 \$ 1,000,000 aggregate
 - Property Damage \$ 500,000 occurrence/
 or \$ 500,000 aggregate
 - Bodily Injury/ \$ 1,000,000 CSL
Property Damage
- (C) Automobile Liability Insurance - Including owned, non-owned and hired motor vehicles as well as Michigan Property Protection Insurance as required by statute. Limits as follows:
 - Bodily Injury \$ 1,000,000 occurrence/
 \$ 1,000,000 aggregate
 - Property Damage \$ 300,000 occurrence/
 or \$ 300,000 aggregate
 - Bodily Injury/ \$ 1,000,000 CSL
Property Damage

The above requirements should not be interpreted to limit the liability of the Contractor under this contract.

All Insurers shall be either licensed or authorized to do business in the State of Michigan.

These coverages shall protect the Contractor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed.

The Kalamazoo Area Transportation Study, its officials, MDOT, agents, and employees shall be included as additional insured with respect to all liability policies herein.

It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

SECTION IV - TERMS AND CONDITIONS

PAYMENTS

Unless otherwise specified by KATS in this proposal, the consultant will be paid not more than forty-five (45) days after receipt of a properly executed invoice, the sum stipulated herein for service rendered and accepted. Payments are processed by KATS after receipt of an original invoice from the consultant and approval by the department.

CHANGES AND/OR CONTRACT MODIFICATIONS

KATS reserves the right to increase or decrease services or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Consultant and KATS.

LAWS, ORDINANCES AND REGULATIONS

The consultant shall keep fully informed of all local, state and federal laws, ordinances, and regulations in any manner affecting those engaged or employed in the work and the equipment used. The consultant and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the consultant.

This contract shall be governed by the laws of the State of Michigan.

HOLD HARMLESS

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the Kalamazoo Area Transportation Study, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

DEFAULT

KATS may at any time, by written notice to the consultant, terminate this contract and the consultant's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- Failure to perform the services within the time specified herein, or any extension thereof.
- Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- Failure to perform in compliance with any provision of the contract.
- Standard of Performance - Consultant guarantees to perform the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications calls for higher standards, then such higher standards shall be provided.

Upon notice by KATS of the Consultant's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the consultant shall immediately remedy said defective performance in a manner acceptable to KATS. Should the consultant fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by KATS.

In the event of any breach of this contract by the consultant, the consultant shall pay any cost to KATS caused by said breach including but not limited to the replacement cost of such services with another consultant.

KATS reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the consultant is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, KATS may bar the consultant from being awarded any future KATS contracts.

- All remedies available to KATS herein are cumulative and the election of one remedy by KATS shall not be a waiver of any other remedy available to KATS, either listed in this contract or available by operation of law.

INDEPENDENT CONTRACTOR

At all times the consultant, any of its employees, or its sub-contractors, and their subsequent employees shall be considered independent contractors and not as KATS employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire, and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or its employees be entitled to KATS paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

KALAMAZOO AREA TRANSPORTATION STUDY'S RESPONSIBILITIES

KATS agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any, as described in the Scope of Work. In addition, KATS agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by KATS for the performance of the consultant's work.

TERMINATION

This Agreement may be terminated by either KATS or the Consultant by giving written notice at least thirty (30) days prior to the date of termination.

- In the event of such termination by the consultant, KATS, together with any other remedies which are legally available, may withhold any subsequent payment due under this agreement until such time as the services required to be performed under this Agreement have been completed by KATS or another consultant. In the event that KATS incurs additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, KATS shall be entitled to deduct such expenses from any unpaid amount due to the consultant under this agreement.
- In the event of such termination by KATS, KATS shall pay the consultant for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which the consultant is not otherwise compensated.

CONFLICT OF INTEREST

The consultant shall not be allowed to work as a contractor or sub-contractor on any project within the scope of this contract which constitutes a conflict of interest.

NO WAIVER

Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL KALAMAZOO AREA TRANSPORTATION STUDY (KATS)
CONTRACTS**

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the 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 compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.
3. If requested by KATS, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of KATS duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 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 provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law (for contracts over \$25,000).

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

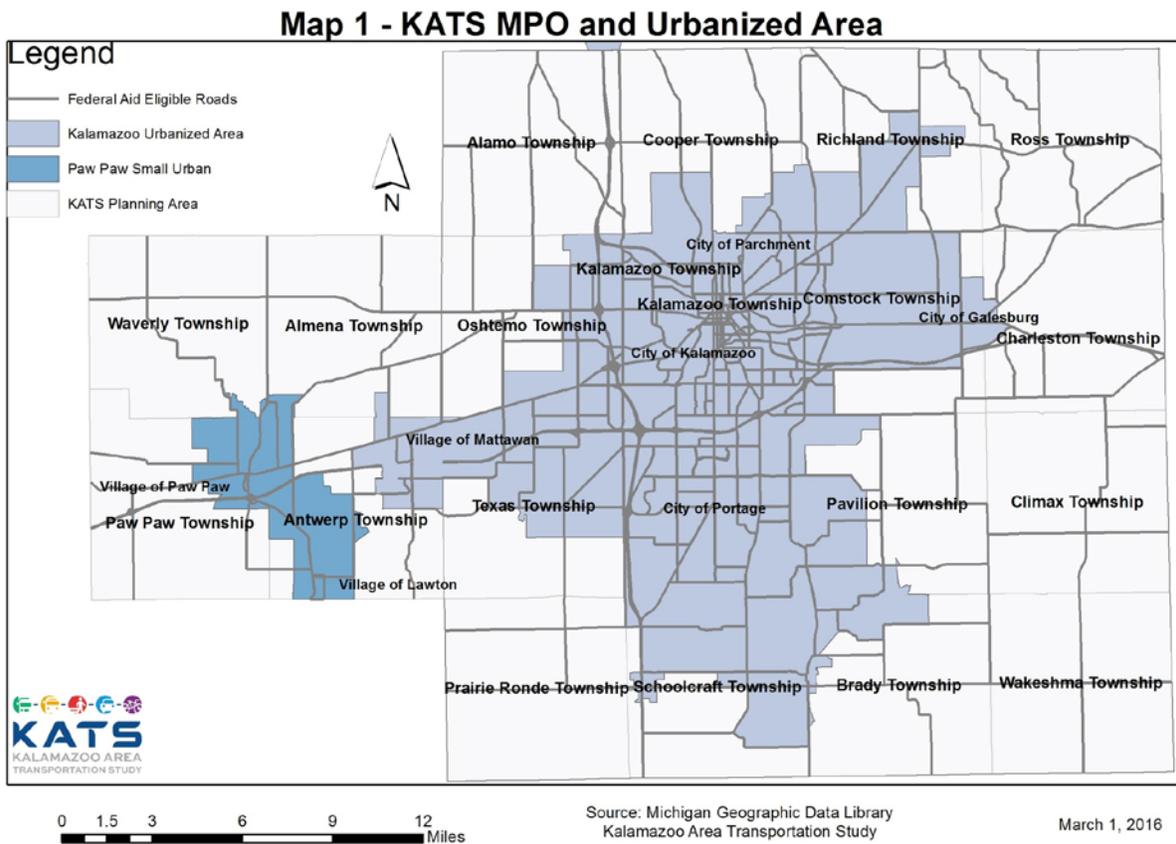
- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant

because of religion, race, color, national origin, age, sex, height, weight or marital status.

- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.
1-2010

APPENDIX B



I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the KATS. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The consultant's identification information provided will be used by KATS for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another consultant please provide a complete explanation on your letterhead and attach to your proposal. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): _____

Remittance Address: _____

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this proposal document.

SIGNED: _____ NAME: _____

(Type or Print)

TITLE: _____ DATE: _____

CONSULTANT NAME: _____

(if any)

ADDRESS:

(Street address)

(City)

(State)

(Zip)

PHONE: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

FOR KATS USE ONLY - DO NOT WRITE BELOW

DBE PARTICIPATION FORM

BLANK forms are NOT acceptable. If DBE subcontractor opportunities are available please fill out sections 1 thru 5. If no subcontractor opportunities available fill out section 6.

SIGNATURES ARE REQUIRED.

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1) DBE Consultant Name: _____

Address: _____

2) Dollar amount awarded: _____

3) Description of work to be performed: _____

4) CONTRACTOR'S COMMITMENT TO USE DBE CONSULTANT

_____, is committed to utilize the DBE contractor in the manner
(Name of Contractor) and amount described on this form.

Dated _____
(Authorized Signature)

5) DBE'S COMMITMENT TO PARTICIPATE

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

Dated _____
(Authorized Signature)

6) NO SUBCONTRACT OPPORTUNITIES, AVAILABLE.

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

Dated _____
(Authorized Signature)

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by U.S. Department of Transportation regulations on Government and Suspension at 49 CFR 29.510, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, and 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 anti-trust 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 or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with the commission of any of the offenses listed in paragraph (2) of this certification.
- (4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, state, or local) terminated for cause of default.

The contractor certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform KATS. Should the contractor be unable to certify to the statements of paragraphs (1) through (4) above, it shall acknowledge on its signature page and provide a written explanation to KATS.

Signature of Authorized Individual

Title

The certification must be attached and returned with any proposal equal to or exceeding \$25,000.

DBE CONTRACTOR COMPLIANCE

5.1 The selected Contractor and its subcontractors shall agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

5.2 The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of 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.

5.3 The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contract receives from the Kalamazoo Area Transportation Study. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Kalamazoo Area Transportation Study. This clause applies to both DBE and non-DBE subcontracts. Non-compliance with this clause will be considered default under the contract.