

Capital Area Transportation Authority



PROCUREMENT SUMMARY AND REGISTRATION

This form provides a brief summary of this procurement and is to be used to register as a prospective bidder/proposer.

Solicitation Number: RFP 2014-R03

Title: Low Floor Vans

Contact Person: Rich Bannon

In order to receive noticed of any changes or amendments to this document, you MUST register using this form. Please email, mail or fax the completed form to the Procurement and Contracts Department as soon as possible. Failure to include an amendment in your bid/proposal may result in the rejection of your bid or proposal.

E-Mail: rbannon@cata.org

Fax: 517.394.3733

Mail: Capital Area Transportation Authority
Purchasing and Contracts Department
4615 Tranter Street
Lansing, MI 48910

Company Name:

Contact Person:

Address:

City:

ST:

ZIP Code:

Phone:

Fax:

E-Mail:

Capital Area Transportation Authority



**4615 Tranter Street
Lansing, MI 48910**

REQUEST FOR PROPOSAL COVER PAGE

1. SOLICITATION No: 2014-R03		2. ISSUE DATE: 23 JUL 2014	
3. FOR INFORMATION CONTACT NAME: Rich Bannon E-MAIL: rbannon@cata.org		PHONE: 517.394.1100 ext. 293 FAX: 517.394.3733	
4. BRIEF DESCRIPTION: Purchase of Low Floor Vans			
5. PRE-PROPOSAL MEETING DATE AND TIME: August 7, 2014 at 9:00 AM			
6. DEADLINE FOR SUBMISSION OF QUESTIONS/CLARIFICATIONS: August 5, 2014 at 5:00 PM			
7. SUBMIT PROPOSAL TO THE FOLLOWING ADDRESS Capital Area Transportation Authority (CATA) Purchasing & Contracts Department 4615 Tranter Street Lansing, MI 48910		8. PROPOSAL SUBMISSION DUE DATE AND TIME August 14, 2014 at 2:00 PM	
9. SUBMIT WITH OFFER: Original offer and 3 photocopies			
10. PROPOSALS WILL NOT BE PUBLICLY OPENED.			
11. FIRM OFFER PERIOD: Offers shall remain firm for a period of 120 calendar days from the date specified in Block 8, above or as amended.			
12. If this Offer is accepted within the period specified in Block 11, above, the Offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.			
13. The following Exhibits, if indicated, are included in this solicitation			
<input checked="" type="checkbox"/>	EXHIBIT A – Solicitation Instructions and Conditions	<input checked="" type="checkbox"/>	EXHIBIT B – Scope of Work
<input checked="" type="checkbox"/>	EXHIBIT D – Terms and Conditions	<input checked="" type="checkbox"/>	EXHIBIT E – CATA General Provisions
<input checked="" type="checkbox"/>	EXHIBIT G – Iran Economic Sanctions Act Certificate	<input checked="" type="checkbox"/>	EXHIBIT H – Certification Regarding Debarment
<input checked="" type="checkbox"/>	EXHIBIT J – Certification Regarding Lobbying		EXHIBIT K – Disadvantage Business Enterprise
		<input checked="" type="checkbox"/>	EXHIBIT C – Evaluation Criteria
		<input checked="" type="checkbox"/>	EXHIBIT F – Offer & Guarantees
		<input checked="" type="checkbox"/>	EXHIBIT I – Certification Regarding Buy America
		<input checked="" type="checkbox"/>	EXHIBIT L – Testing Certification
14. DBE: There is a 0%DBE (Disadvantaged Business Enterprise) goal established for this procurement.			

EXHIBIT A
SOLICITATION INSTRUCTIONS and CONDITIONS

1. Background

The Capital Area Transportation Authority ("CATA") is the regional public transportation provider for the Greater Lansing area. Specifically, CATA currently provides transit service to the Cities of Lansing and East Lansing, the Townships of Lansing, Delhi, and Meridian and Ingham County. CATA operates over 30 fixed bus routes and demand-response services in the rural Ingham area, as well as in Delhi and Meridian Townships and the Cities of Mason and Williamston. CATA also provides a demand-response service designed to meet the needs of persons with disabilities, called Spec-Tran. CATA provided 11.8 million passenger trips in Fiscal Year 2013. Over 3 million of those rides occurred on MSU campus that year.

2. Knowledge of Conditions

Any person ("Proposer") submitting a proposal ("Proposal") in response to this Request for Proposal ("RFP") must examine the scope of work carefully and be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract to be awarded under this RFP (the "Contract"). No allowances will be made because of lack of knowledge of any specifications, conditions or requirements of this RFP.

3. Omission

Notwithstanding the provision of drawings, technical specifications or other data by CATA, Proposers shall have the responsibility of supplying all details required to make an accurate offer of services offered even though such details may not be specifically mentioned in the scope of work or elsewhere in this RFP.

4. Legal Representation

Chandler Bujold & Chandler, PLC ("CBC") is legal counsel to CATA in connection with this RFP and the Contract to be entered into hereunder. In the event that CBC has provided legal services to a Proposer submitting a Proposal, a conflict of interest may be created. By submitting a Proposal, each Proposer agrees to waive all conflicts created by the prior representation and consents to CBC's continued representation of CATA in connection with this solicitation and the Contract to be entered into hereunder.

5. Communications to CATA

All questions pertaining to this RFP, or any matters relating thereto the Scope of Work, or any questions pertaining to the RFP or Proposal documents, must be in writing and must be sent only to the person identified in Block 3 of the RFP cover page. Communications sent to any other person at CATA or at any other address may, in CATA's sole discretion, be deemed to be "non-responsive" and CATA in its discretion may elect to disregard any such questions. CATA will not respond to oral inquiries, and oral statements of any nature by CATA or any of its representatives may not be relied upon for any purpose whatsoever.

6. Pre-proposal

See Block 5 of the RFP cover page for whether a pre-proposal meeting (at which questions may be directed to and answered by CATA personnel) will be held in connection with this RFP and, if so, the date and time of such meeting.

A pre-proposal meeting, if held pursuant to this RFP, will be at CATA's Administrative Office, located at 4615 Tranter Street, Lansing, Michigan, 48910. If a pre-proposal meeting is held, attendance will not be mandatory in order to submit a Proposal, however, it is recommended. In regard to questions raised at this meeting, CATA will make every effort to memorialize in writing those questions and responses by CATA, and thereafter distribute that document to all persons requesting same. Only written responses by CATA in writing may be relied upon; oral responses will not be considered a part of the RFP or binding on CATA. Thus, statements made by CATA at the pre-proposal meeting may not be relied upon in any way by any person and may not be the basis of any protest. Proposers are cautioned to independently verify any matters stated at the pre-proposal meeting. Again, only statements which are made by CATA in writing may be relied upon.

7. Requests for Clarification/Questions

All questions from any Proposer regarding the RFP or matters relating thereto must be submitted to CATA in writing no later than date specified in Block 6 of the RFP cover page. Each question must identify the section number in this RFP for which clarification is being requested. CATA will respond to all properly submitted questions at least five (5) business days prior to the date that Proposals are due. All responses will be sent via email to all persons who have requested a copy of this RFP and furnished CATA with a correct email address. All such questions must be sent to the contact person listed in Block 3 of the Proposal cover page.

8. Nonsolicitation of CATA During Blackout Period

During the period from the date of this RFP, through the period that the CATA Board of Directors approves the award of Contract (including any period during which a procurement protest (“Protest”) has been filed and is pending), Proposers may not directly or indirectly contact any CATA Board member, any CATA employee, or CATA’s legal counsel regarding this RFP except for questions directed to CATA as expressly provided in Section 7 above or except as expressly authorized under the Protest procedure set forth in Section 17. Any prohibited contact may result in the immediate disqualification of the Proposer from consideration for the award of the Contract and the rejection of any Protest.

9. Proposal Preparation

Each Proposal shall be made only on this RFP. Each Proposal must be enclosed in a sealed envelope with the name and address of the Proposer clearly stated. The outside of the envelope shall state the RFP number, title and due date. All blank spaces in the offer must be filled in and no changes shall be made in the wording.

As consideration for any Proposer’s Proposal being considered by CATA in its award of the Contract, each Proposer hereby agrees that (1) the Proposal shall be on such form as CATA provides and shall be sealed; and (2) any revocation or modification of the Proposal shall only be on the same form(s) and submitted in the same manner as the original Proposal was submitted prior to the date on which the Proposals are due.

10. Submission of Proposals

The Proposer must submit to CATA one original and **3** copies of its Proposal, which must be received by CATA no later than the date and time specified in Block 8 of the RFP cover page. The envelope containing the Proposal must be marked with the RFP number and title as set forth on the cover page of this RFP.

Proposals may be hand delivered, mailed or sent via a reputable national courier (such as UPS or Fed-Ex). All Proposals must be delivered to the following address:

Capital Area Transportation Authority
Attn: Purchasing & Contracts Department
4615 Tranter Street
Lansing, Michigan 48910

and **must be received** by CATA by the date and time set forth in Block 8 of the Proposal Cover Page. For example, a postmark date on a mailed Proposal will not be considered as being “received”.

If a Proposal is hand delivered, it must be delivered to the security guard on the first floor at the above address. In such an event, the Proposer or its agent should request a verification receipt to prove that the submission of its Proposal was timely.

Any Proposal not timely received may, in CATA’s sole and absolute discretion, be rejected.

11. Late Proposals

Any Proposal received at the office designated in this RFP after the exact time specified for receipt will not be considered unless:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of Proposals (e.g., a Proposal submitted in response to an RFP requiring receipt of Proposals by the 20th of the month must have been mailed by the 15th or earlier in order to be timely);

(2) It was sent by mail and it is determined by the Authority that the late receipt was due solely to mishandling by the Authority after receipt at the Authority’s offices;

(3) It was sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 P.M. at the place of mailing two (2) working days prior to the date specified for receipt of Proposals. The term "working days" excludes weekends and U. S. Federal holidays.

12. Proposal Modification or Withdrawal

Prior to the date and time set for the receipt of Proposals, a Proposal may be modified or withdrawn by the Proposer. All such modifications must be made in writing, either hand delivered, mailed or sent via a reputable national courier to the address above for receiving Proposals. Any request to withdraw a Proposal must be in writing and received by CATA (in the same manner as the Proposal was submitted) by no later than the deadline date and time set forth for the receipt of Proposal. If timely received, CATA will return unopened the Proposal if requested to be withdrawn or returned. If a modification is timely received by CATA prior to the date and time set for the receipt of Proposals, then that modification will be considered by CATA as a part of the original Proposal.

13. Validity/Term of Proposals

Proposals will be valid for not less than 120 days after the due date and time for the receipt of Proposals. In the event of a Protest, the 120 day period will be extended and the Proposals will remain valid for a period of 90 days.

14. Revisions and Amendments to the Proposal

CATA reserves the right in its absolute discretion to revise or amend this RFP, including the scope of work, up to the time set for receipt of the Proposals. Any such revision or amendment, if any, will be sent via email to all Proposers who have requested a copy of this RFP and furnished CATA with their correct email address. In the event that this RFP is revised or amended within five (5) business days of the date set for opening Proposals, CATA may extend the RFP opening date for up to an additional five (5) business days. The form transmitting the revision or amendment must be signed by the Proposer, acknowledging its receipt, and copy of the signed document must be included in the Proposal documents. **Failure to (i) sign the form transmitting the revision or amendment and (ii) include the signed form in the Proposal may, in CATA sole and absolute discretion, result in the rejection of the Proposal.**

15. Proposal Rejection

CATA may at any time reject any (i) Proposal which CATA deems in its sole and absolute discretion to be incomplete, (ii) Proposal which CATA deems in its sole and absolute discretion fails to conform to the requirements of this RFP, or (iii) Proposal which CATA deems, in its sole and absolute discretion, takes exception to the Scope of Work. CATA reserves the right in any event to (a) waive any informalities or irregularities in any Proposal, which CATA determines in its sole and absolute discretion, to be minor, or (b) reject all Proposals and re-solicit the procurement.

16. Proposal Format

The Proposal shall contain a cover letter signed by a person authorized to bind the Proposer (i) agreeing that the Proposal shall remain valid for not less than 120 days (as extended in the event of a Protest) and (ii) providing a name, physical address, and email address of such person who is administering the Proposal, who has authority to bind the Proposer and to whom CATA may submit notices and writings regarding this RFP. It is to this person and at this email address that CATA will provide notices and other matters regarding this RFP.

Proposals shall be organized as follows:

- | | |
|-----------|--|
| Section 1 | Introduction of Firm to include the name and title of the person authorized to enter into a Contract on behalf of the company. |
| Section 2 | Qualifications, Experience Warranty Service Program |
| Section 3 | Quality Control/Quality Assurance |
| Section 4 | Delivery |
| Section 5 | Proposed Cost |
| Section 6 | Specifications of Proposed Vehicle |
| Section 7 | Required Submittals (Forms and Exhibits) |

Additional information as to what must be included in each of the above-referenced sections is set forth in Exhibit C of this RFP.

17. Award

CATA will award the Contract to the Proposer who submits a Proposal that CATA determines, in its sole and absolute discretion, is most advantageous to CATA (the "Selected Proposer"). The procurement process relating to this RFP is solely to benefit CATA and for CATA to determine in its discretion which Proposer is entitled to enter into a Contract with CATA.

18. Next Most Advantageous Proposal

In the event that the Selected Proposer fails or refuses to enter into a Contract with CATA, then CATA may award the Contract to the Proposer who submits a Proposal that CATA determines, in its sole and absolute discretion, is the next most advantageous to CATA. CATA also reserves the right at any time, in its absolute discretion, to cancel the RFP and "rebid".

19. Proposer Affirmation

By submitting its Proposal, the Proposer affirms and declares:

1. That the Proposer or its subcontractors have the capability to assure performance of work within the time specified under the Contract.
2. That the Proposer has the capability of providing personnel to satisfy any technical or service problems that may arise during the term of the Contract.
3. That the Proposer has the necessary facilities and financial resources to complete the Contract in a satisfactory manner and within the required time.
4. That the Proposer, if an individual, is of lawful age.
5. That no other person, firm or corporation has any interest in its Proposal or the Contract proposed to be entered into.
6. That the Proposer has not divulged to, discussed or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. (NOTE: No premiums, rebates, or gratuities are permitted either with, prior to, or after any delivery of materials.) Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the offending vendor from PROPOSER LIST(S).
7. That the Proposer and its subcontractors are not currently in arrears to CATA and have not defaulted, as a surety or otherwise, under any obligation to CATA.
8. That the Proposer is not on the Comptroller General's list of ineligible contractors.
9. That, if awarded the Contract, the Proposer shall post a notice in a conspicuous place within the plant or work site stating the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, creed, age, disability or national origin.

END OF SECTION

EXHIBIT B
SCOPE OF WORK

1. Capacity

This vehicle shall be capable of carrying in one trip at least six (6) ambulatory passengers, plus the driver. This vehicle shall be made ADA compliant through a modification whereby the vehicle floor area is cut from the engine firewall to the rearmost passenger seat and lowered to meet minimum ADA door opening height requirement (56"). There shall be no modification to any portion of the vehicle roof in meeting the ADA door opening height requirement.

2. Chassis

The model shall be a current model year production vehicle. Chassis must meet the following minimum specifications

- a) Engine 3.6 L, V-6, gasoline engine with electronic fuel injection.
- b) Radio shall be OEM AM/FM stereo with factory installed speakers.
- c) 4-speed automatic, electronically controlled Transmission with overdrive
- d) OEM Standard cooling system with coolant recovery system factory installed; 50-50 mixture of factory specified antifreeze and water.
- e) The vehicle shall be equipped with 4-wheel disc brakes and a factory Anti-Lock Brake System.
- f) The vehicle shall be equipped with the factory OEM parking brake assemblies and dash warning light.
- g) The vehicle shall be provided with an OEM tilt steering wheel, cruise control, and OEM power steering.
- h) The vehicle shall have a 121" minimum wheelbase with front wheel drive.
- i) GVWR The chassis shall offer a minimum GVWR of 6050#. The vehicle as converted shall not exceed the OEM chassis GVWR with 6 passengers.
- j) Tinted windows

3. Line Protection

All metal, plastic, and rubber fluid lines beneath the vehicle that are altered or exposed as a result of floor modification shall be secure and reasonably protected from road damage. Any fuel and brake line modification/alteration must be of OEM equivalent material or workmanship. Straightening and rebending OEM brake or fuel lines is strictly prohibited.

4. Fuel Tank

Fuel tank shall have an OEM equivalent capacity or twenty (20) gallon minimum capacity. Tank, fuel lines, and hardware must meet all current FMVSS, including FMVSS 301, as well as all current CARB and EPA requirements and must be OEM equivalent in connection types, etc. The use of worm clamps is limited to that of the OEM. Tank shall be calibrated with the OEM dash fuel gauge.

5. Suspension

Vehicle will retain the complete OEM front strut suspension and components. Rear suspension must be capable for the payload identified. Spacers may be added to front and/or rear suspension to maintain ground clearance and ADA requirements. There must be a minimum of five (5) inches clearance between the break-over angle position of the vehicle exhaust pipe and level ground when loaded with 1100 lbs. maximum.

6. Wheels

At a minimum the vehicle shall be equipped with four (4) Stamped Steel wheels with Painted Bolt-on Wheel Covers, 16" minimum, and an OEM full size spare with each vehicle. Tires shall be steel belted radials, as provided by the OEM for the chassis specified. The spare tire shall be shipped loose with the delivered vehicle, include a tire pressure monitor to match the vehicle system. The spare tire and wheel shall match the OEM assemblies delivered on the vehicle.

7. Electrical

Each vehicle shall have a 12-volt electrical charging system as supplied from the OEM. All electrical wiring shall be automotive stranded copper, of sufficient gauge to handle the load, color-coded to match the OEM. All harnesses that are modified or added to the vehicle will be secured to the frame/body at a maximum of two feet intervals with insulated clamps, or adhesive tape, etc. All exposed terminals and wiring shall be protected from the elements using sealed terminals or heat shrink where necessary. Exposed wires will be wrapped or loomed in corrosion/moisture-resistant material.

8. Battery

Vehicle shall have the heaviest-duty available factory installed battery (600 cca, 12-volt maintenance free). Battery cables and connectors shall be OEM

7. Alternator

Alternator shall be factory installed, heaviest duty available (100 amp minimum).

9. Front and Rear Heating and Air Conditioning

An OEM heating/defrosting and air conditioning system with vents front and rear shall be provided. All lines and hoses shall be sufficiently fastened, protected, and insulated to ensure against wear from friction and the elements. The lines must be mechanically attached, with OEM clamps, to the vehicle structure at no greater than 18 inch intervals and must be routed so as not to be exposed to wheel spray and not pass within 2 inches of any part of the exhaust system. Conversion shall not impede access to front and rear air conditioning components.

10. Interior Lighting

Overhead and lower lighting shall be installed in the interior center seat row of the vehicle that provides not less than two foot-candles of illumination at the entrance area. This system shall illuminate automatically when the vehicle front or sliding doors are open. All accessory vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B.

11. Body Specifications

Conversion of the vehicle by modifying the existing sidewalls and floor shall require the construction that maintains OEM structural equivalent. All metal components that are added shall be welded by qualified operators and made corrosion resistant through a commercial primer application or the use of stainless steel material.

12. Interior Height

Conversion shall provide a minimum clearance of 61" at the vehicle center of the interior roof.

13. Body Length

Chassis shall not exceed 202.5" in length.

14. Paint

The basic vehicle factory color shall be OEM standard white.

15. Sealant, Rustproofing, and Undercoating

All exposed floor seams shall be sealed with a industrial grade butyl sealant or equivalent which conforms to ASTM C920. The entire surface of exterior lowered floor shall have a rust inhibiting coating, such as an epoxy primer base, applied to cover all welded areas, and then a fresh application of undercoating over the entire surface. Undercoating shall comply with current Federal and State flammability standards.

16. Passenger Doors and Step Wells

The vehicle shall have standard OEM driver and passenger front doors; one manual left side rear door (extended to floor level), and one manual right side mobility aid accessible rear door. The manual left side sliding door shall be OEM and extended to floor level to provide a minimum entry height of 56". This door shall be equipped with an interlock system so that the door cannot be opened from the inside or outside when fuel door is open. The manual right side mobility aid accessible entry door shall offer a minimum opening height of 56", a minimum usable ramp width of 30", and a maximum of 9" floor-to-ground height. Door extensions shall be constructed of Aluminized steel or stainless steel. Both sliding doors shall have a mechanism to securely hold doors in open position when vehicle is on a hill.

17. Passenger Door Tracks

If sliding doors are used, sliding doors must have reinforced glides with an added stop brace to prevent doors from sliding off track. Door tracks shall be reinforced or strengthened beyond OEM standards as needed in all areas of contact with sliding door arms.

18. Sliding Passenger Door Arms/Brackets

Reinforcement of the sliding door components shall at a minimum be adequate to support the excess weight created by the door extensions. Under normal closure conditions, there should be no evidence of door track flexing or wobbling.

19. Door Locks

Power locks with child-protection door locks for rear doors.

20. Rear Door Emergency Exit

The rear cargo door shall be provided with a quick release, manual override for opening the door from inside the vehicle. Capable of opening the door even if the door is locked. The vehicles override device shall be spring loaded and mounted on the inside of the rear door to prevent accidental release. A decal shall be provided showing operating instructions.

21. Interior Panels

All interior panels shall be OEM or OEM equivalent. Panel fastening devices shall match the color of the panels. The interior shall provide a pleasant atmosphere, be aesthetically pleasing, and contain smooth finishes without any unprotected sharp edges. The basic vehicle interior shall be gray. All interior panels shall meet FMVSS 302.

22. Ground Effects

Exterior lower body panels shall be added to the vehicle on both the driver and passenger sides. Construction is of formed plastic and must match the exterior color of the vehicle.

23. Flooring

The interior subfloor shall be insulated with 3/8" marine grade plywood to provide a smooth surface for flooring attachment and to minimize interior noise. The Floor Covering Material 2.2 mm thick commercial grade vinyl transit floor covering shall cover the entire floor surface. Flooring should also possess anti-skid properties (Altro Transflor Meta series or equivalent).

24. The Floor Assembly

The lowered floor skin shall be constructed of 16 ga. Aluminized steel. The frame rails shall be made of 14 ga. formed channels; the floor shall be reinforced with 16 ga. formed channel cross ribs. The floor shall be lowered from the front firewall to just before the rear axle. The width of the floor shall extend from side doorsill to side doorsill. Mobility aid restraint tracks and seat locks shall be beveled, with no sharp edges and will protrude no more than 1/4" above floor surface.

25. Seats and Grab Handles

All seats and restraints in the vehicle as specified must comply with current FMVSS standards. CATA is requesting additional grab handles to maximize passenger assistance. Vendors shall provide CATA with prints and or drawings noting the placement of the grab handle positions in their proposed vehicle for consideration.

25. Front Seats

The front passenger seat shall be OEM, matching the driver's seat. The seat base shall be adapted to permit easy roll out for mobility aid access/securement. The seat shall lock and unlock easily from the floor area. Seats shall be covered in a vinyl material to match OEM interior.

26. Middle Seat

One seat shall be installed in the middle of the van to increase the seating capacity to 7 passengers plus the operator. The seat is to be vinyl covered to match the front passenger seat. Seat shall be a fixed in position seat.

27. Rear Seat

The rear-most passenger seat shall be the OEM rear bench seat, capable of comfortably accommodating two adult passengers, and is to be covered vinyl upholstery to match the front passenger seat. If the position of the rear seat is unaltered from the OEM location a fixed in position step will be provided. The height of the step shall be retained at the original OEM floor height to allow an adult passenger foot contact with the step while seated. The width of the step shall not exceed 12". The construction of the step shall be metal or aluminum and a drawing of the step shall be submitted for approval by CATA with the proposal. The drawing shall note dimensions of the step and the material proposed.

28. Passenger Restraint

Restraints shall be furnished for all passengers, consisting of shoulder seat belts and/or lap belts. Each belt shall be equipped with an automatic retractor. Securement devices shall meet all State and Federal Standards.

29. Mobility Devise Securement

The vehicle shall be equipped with a securement device located behind the rear most seat for the purpose of securing (1) one mobility devise. This securement shall be capable of securing devises from a standard wheelchair in a folded position to all types of manual walking assistance devises in a safe manner. The securing devise shall limit the devise from moving more then 2 inches in any direction when properly secured.

30. Grab Handles

CATA is requesting additional grab handles to maximize passenger assistance. Grab handles shall be installed on both sides of the vehicle for ease of egress and entrance. Vendors shall prove CATA with prints and or drawings noting the placement of the grab handle positions in their proposed vehicle for consideration. Location and quantity of grab handles will be approved by CATA.

31. Altoona Testing Report

The converted minivan must have been submitted to the Altoona Bus Test Center for a 4 year/100,000 mile Surface Transportation and Uniform Relocation Assistance Act (STURAA) test. Testing must have been completed on current body style being converted. A copy of the test report shall be provided to CATA with the offer.

32. Service Manuals

Two completes set of OEM service manuals will be supplied for each vehicle order. The manuals minimally shall include drivability diagnosis and repair, electrical diagrams, and subassembly maintained and repairs.

33. Vehicle Production Inspection

CATA will be represented at the Contractor's plant by a resident inspector(s) in accordance with 49 CFR Section 663. CATA inspectors will monitor, in the Contractor's plant, the manufacture of vehicles built under this procurement. The resident inspector(s) will be authorized to approve the pre-delivery acceptance tests, and to release the vehicles for delivery. Upon request to the quality assurance supervisor, the resident inspector will have access to the Contractor's quality assurance files related to this procurement. These files will include drawings, material standards, parts lists, inspection processing and reports, and records of defects. The Contractor will provide office space for the resident inspector(s) in close proximity to the final assembly area. This office space will be equipped with desks, outside and interplant telephones and internet access. A confirmed production schedule shall be provided to CATA 30 days prior to the start of vehicle assembly.

34. Donation/Farebox (Optional)

CATA is requesting the vendor provide a small donation/farebox in the front of the vehicle. The box must be secured and locked while in the vehicle and be able to easily accept both coin and paper fare without jamming. Vendor is requested to provide drawings of the proposed fare collection devise and mount for consideration.

END OF SECTION

EXHIBIT C PROPOSAL EVALUATION

1. **Proposal Selection Process**

The following are the complete criteria, listed by their relative degree of importance, by which Proposals from responsible Proposers will be evaluated and ranked for the purposes of selecting a Proposal for a potential award. The criteria are listed numerically by their relative order of importance (where (i) is more important than (ii), and (ii) is more important than (iii), etc.). However, certain criteria may have sub-criteria that are listed by their relative order of importance within the specific criterion they comprise. Also, certain sub-criteria may have sub-criteria that are listed by their relative degree of importance within the specific sub-criterion they comprise.

- i. Meets or Exceeds Specifications
- ii. Qualifications, Experience and Warranty Service Program
- iii. Quality Control/Quality Assurance
- iv. Delivery
- v. Price

2. **Procurement Review**

All Proposals will initially be reviewed by the CATA Purchasing & Contracts Department. The Purchasing & Contracts Department's review shall be limited to determining whether the Proposals comply with the requirements of this RFP. The Purchasing & Contracts Manager may, in his or her sole discretion, (i) reject any Proposals that are incomplete, (ii) reject any Proposals that fail to conform to the requirements of the RFP, and/or (iii) reject any Proposals that take exception to the scope of work. The Purchasing & Contracts Manager may waive any informalities or irregularities in any Proposal if he or she determines that such irregularities or informalities are not material.

3. **Presentations/Interviews**

The Evaluation Committee reserves the right in its discretion to schedule an interview with and/or presentation from one or more of the Proposers at any stage of the Proposal evaluation process, all on such terms and procedures as the Evaluation Committee determines.

EXHIBIT D
TERMS and CONDITIONS

The Bidder shall comply with the following required contract provisions and shall insert the substance of these provisions in all subcontracts issued pursuant to this contract.

1. Contract Type

The award of this solicitation will result in an IDIQ Contract.

2. Minimum and Maximum Quantities

The minimum number of vans to be purchased is ten (10). The maximum number of vans to be purchased is one hundred (100).

3. Contract Documents

Any Contract(s) resulting from this Solicitation shall include the following documents, which are incorporated herein (collectively referred to as the "Contract Documents"):

1. Exhibit B – Scope of Work
2. Exhibit L – Pricing Schedule
3. Exhibit D – Terms and Conditions
4. Exhibit E – General Provisions
5. Contractor's Proposal and the modifications mutually agreed upon by CATA and the Contractor between the Contract award and execution of the Contract.

4. Executive Agent

CATA is the Executive Agent acting as the contract agency authorized to award, modify, and terminate this contract. CATA is not responsible for any payments except when acting as a procuring agency.

5. Procuring Agency

Authorized only to issue individual purchase orders in accordance with the terms and conditions of the contract and is responsible for inspection, acceptance and payment.

6. Contract Term

The term of the Contract will be for a period of five (5) years from date of award.

7. FOB Point

The FOB point shall be Destination.

8. Assignability

Assignability of rights to others for purchases under this contract may be unilaterally assigned by CATA. Any assignee under this contract will act solely as a Procuring Agency and only as specifically authorized by CATA. An executed copy of the Assignability will be forwarded to the Contractor authorizing the purchase under the terms and conditions on this contract.

9. License and Taxes

CATA and the various Procuring Agencies are exempt from Federal and State taxation and will provide a tax exempt certificate as required. All applicable Federal taxes, State of Michigan sales taxes, and any other taxes are the responsibility of the Contractor. The Contractor shall procure any and all licenses, permits, or certificates required by properly constituted authorities for the performance of the service

10. Title

Adequate documents for securing the vehicle title in the county of the individual Procuring Agency shall be provided to the Procuring Agency at least thirty (30) working days before each vehicle is released to the common carrier driveway. Following acceptance of each coach, the Contractor warrants that the title shall pass to the Procuring Agency free and clear of all liens, mortgages and encumbrances, financing statements, claims, and demands of any character.

The Procuring Agency is responsible to provide the Contractor with the necessary information to title the vehicles and shall provide a point to contact for the delivery of the titles.

11. Acceptance

CATA and or the Procuring Agency will provide the contractor written notice of acceptance or rejection of each vehicle upon completion of acceptance testing and within a reasonable period after delivery.

12. Assumption of Risk of Loss

CATA and or the Procuring Agency shall assume risk of loss of the vehicle(s) only upon final acceptance.

13. Repairs by Contractor

If Procuring agency requires the Contractor to perform repairs after rejection or conditional acceptance of the equipment, the Contractor's representative must begin work within five (5) working days after receiving notification from Procuring agency of failure of acceptance tests. Procuring agency shall make the equipment available to complete repairs timely with the Contractor's repair schedule.

14. Invoicing and Payment Terms

The Contractor shall submit a proper invoice to the address shown below. CATA reserves the right to return an invoice which is incomplete.

Invoices will be paid within 30 days from receipt of a proper invoice.

CATA
Attn: Accounts Payable
4615 Tranter Street
Lansing, MI 48910

The invoice must contain the following information;

1. Invoice Number
2. Purchase Order Number
3. Contract Number
4. Item Description
5. Quantities
6. Contact Person and Phone Number
7. Payment Remit Address

15. Vendor Site Inspection and Evaluation

CATA reserves the right to inspect vendor's facilities prior to award or at any reasonable time throughout the contract period.

16. Contract Modifications

No change in this contract shall be made unless CATA gives its prior written approval. Therefore, the Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the Contracting Officer. Any changes requested by the Contractor must be submitted to the Contract Administrator assigned under this contract.

17. Project Manager

The Project Manager (PM) assigned to this contact is responsible to ensure the goods provided under this contract are in compliance and handling warranty issues. The Project Manager has no authority to make any changes to the contract.

18. Annual Price Adjustment

CATA reserves the right to order vans over the five (5) year period beginning upon the date of contract award. The prices of such vans shall be the prices originally quoted. These prices shall remain fixed for any orders issued by CATA within a period of one (1) year of contract award. The price(s) of any vans or initial one (1) year firm fixed price period shall be that quoted (Base Order Prices) plus any escalation which will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index ("PPI") Category 141302, "Completed Vehicles on Purchased Chassis". The escalation in this index will be used to adjust the Base Order Prices. However, in no event will the prices for any purchase order release exceed, by more than 5%, the price(s) that would have been in effect twelve (12) months prior to the date of the release if the base price of the date of the purchase order release is less than twelve (12) months after the initial contract award.

FORMULA:

	Index Point Change
	EXAMPLE
PPI Index: Future Award Month	141.1
Less PPI Index: Base Award Month	137.6
Equals Index Point Change	3.5
Index Percent Change	
Index Point Change	3.5
Divided by PPI Index: Base Award Month	137.6
Equals	.0254
Results Multiplied by 100	.0254 x 100
Equals Percent Change	2.54%
Base Order Price	\$1,000.00
Plus Percent Change (2.54% x \$1,000)	25.40
Revised Price for Future Order	\$1,025.40

19. Contract Administrator

The Contract Administrator (CA) assigned to this contract is responsible to ensure the Contractor is in compliance with the contract. Any requests for Contract changes must be sent directly to the CA. All DBE reporting (if required) will be submitted to the CA as required.

END OF SECTION

EXHIBIT E CATA GENERAL PROVISIONS

1. **CHANGES.** CATA, at any time, by a written order, and without notice to the sureties, may make changes within the general scope of this contract, in (a) drawings, designs or specifications where the supplies to be furnished are specifically manufactured for CATA in accordance therewith; (b) method of shipment or packing; and (c) place of delivery. If any such change causes 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 Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that CATA, 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 Contractor from proceeding with the contract as changed.
2. **TERMINATION FOR DEFAULT.** CATA, by written notice, may terminate the contract awarded on the basis of this proposal, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services, provided, that if (a) it is determined for any reason that the contract was not in default or, (b) the Contractor's failure to perform is without his control, fault or negligence, the termination shall be deemed to be a termination for convenience under the following Paragraph 3.
3. **TERMINATION FOR CONVENIENCE.** CATA, by written notice, may terminate the contract, awarded on the basis of this proposal, in whole or in part, when it determines it is in the best interest of CATA. If this contract is for supplies and is so terminated, the Contractor 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, CATA 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. **BREACH OF CONTRACT.** If the Contractor shall fail, refuse or neglect to comply with the terms of these contract conditions, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by CATA, plus costs relating to failure to comply.
5. **DISPUTES (AFTER 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 Contractor shall be decided by CATA in writing, with a copy mailed or otherwise furnished to the Contractor. The decision of CATA shall be final and conclusive unless within ten (10) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to CATA a written appeal addressed to the Executive Director for the determination of such appeal, which shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of the dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with CATA's decision.
6. **INDEMNIFICATION.** In addition to the protection afforded by any policy of insurance, the Contractor agrees to indemnify and save harmless CATA, 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 Contractor in connection with the Contractor'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 Contractor's negligent performance of the contract.

CATA will not be subject to any obligations or liabilities by Subcontractors of the Contractor or their Subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

7. **NO ASSIGNMENT OF CONTRACT.** Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.
8. **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.
9. **CONTINGENT FEES.** The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, CATA shall have the right to annul this contract without liability.
10. **RECORDS/AUDITS.** The Contractor 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 Contractor shall provide during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and CATA, or their duly authorized representatives, access to such data and records, and the right to inspect and audit all data and records of the Contractor relating to its performance under the contract, and to make transcripts therefrom as necessary 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, Contractor will thereafter continue to maintain such records until the dispute has been resolved.
11. **CONFLICT OF INTEREST.** The Contractor certifies that, to the best of its knowledge, no CATA employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this contract.
12. **DEBARMENT AND SUSPENSION.** Contractor must comply with U.S. DOT regulations "Nonprocurement Suspension and Debarment", 2 CFR Part 1200, which adopt and supplement the U.S. Office of Management and Budget ("U.S. OMB") "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. Contractor will not make any contract, subcontract, or lease for the project without first confirming that its proposed contractor, subcontractor, or lessee is not listed as barred in the Excluded Parties Listing System.

Contractor agrees to comply with federal debarment and suspension regulations and guidelines when administering any contract or subcontract of \$25,000 or more, regardless of tier. A contract or subcontract award may not be made to a prospective contractor or subcontractor if that contractor is excluded or disqualified under the standards of the U.S. DOT regulations in the U.S. OMB Guidelines, unless the federal government has provided an exception as permitted under those regulations and guidelines. In addition, contracts of any amount for federally required audit services or for contracts which require the consent of a federal official are also covered by these DOT regulations and U.S. OMB Guidelines. Contractor must obtain the compliance of lower tier contractors, subcontractors, and lessees with the U.S. DOT debarment and suspension regulations and the U.S. OMB Guidelines that apply to them. The Contractor further agrees to include provisions requiring compliance as set forth above in lower tier covered transactions.

13. COMPLIANCE WITH LAWS. The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government which may, in any manner, affect the performance of the contract.

14. Notices

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 CATA: Ms. Sandra L. Draggoo
CEO/Executive Director
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

With a copy to: Dan W. Chandler, Esq.
Chandler, Bujold & Chandler, PLC
2855 Coolidge Hwy., Suite 109
Troy, MI 48084

To Contractor: _____

With a copy to: _____

15. Jurisdiction

This Contract will be governed by the internal laws of the State of Michigan without reference to its choice of law rules. Exclusive jurisdiction and venue of any suit, action or claim relating to this contract will be in the Ingham County Circuit Court or the Federal District Court for the Western District of Michigan.

16. Contract

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

17. Cost or Price Analysis

The contractor will be required to cooperate with CATA as necessary for CATA to conduct any required cost or price analysis, whether required by local policy, State law or regulation, or Federal law, regulation, or other requirements.

18. Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

19. Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Proposer must submit the appropriate Buy America certification to CATA as formatted in Exhibit I.

20. Cargo Preference Use of United States Flag Vessels

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

21. Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their sub-agreements at every tier.

22. Clean Water

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

23. Bus Testing

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

The Proposer must submit the appropriate certification to CATA as formatted in Attachment G.

24. Pre-Award and Post-Delivery Audit Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- (1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.
- (4) If CATA cannot complete a post-delivery audit because CATA or the Procuring Agency cannot certify Buy America compliance or that the coaches meets the purchaser's requirements specified in this contract, the coaches may be rejected and final acceptance by the Procuring Agency will not be required. CATA may exercise any legal rights it has under the contract or at law.
- (5) Contract is subject to the pre-award and post award delivery requirements of 49 CFR Part 663.

25. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts

on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

26. Access to Records

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
<u>II Non State Grantees</u>	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes ³		Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects						

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

27. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

28. Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

30. No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

31. Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

32. Excusable Delays

If the delivery of the item(s) under this contract should be unavoidably delayed, the Executive Agent shall extend the time for completion of the contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay relates to a natural disaster, war, or strike, and was substantial and in fact caused the contractor to miss delivery dates.

The Contractor shall notify CATA as soon as the contractor has, or should have, knowledge that an event has occurred which will delay deliveries. Within five (5) days, the Contractor shall confirm such notice in writing furnishing as much detail as is available.

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by the Contracting Officer to make a decision on any request for extension. CATA shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of the extension. The Contracting Officer shall notify the Contractor of his decision in writing.

It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

33. Government-Wide Debarment and Suspension (Nonprocurement)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Central Florida Regional Transportation Authority. If it is later determined that the bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the Central Florida Regional Transportation Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

34. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

35. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA or Procuring Agency to be in violation of the FTA terms and conditions.

36. Access Requirements for Individuals with Disabilities

The Contractor agrees to comply with and assure that any sub-recipient, or third party contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 794; the transit assistance laws codified at 49 U.S.C. § 5301, et seq.; and the following regulations and any amendments thereto:

(1) U.S. DOT regulations. "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27.

(2) Department of Justice (DOJ) regulations. "Nondiscrimination on the Basis of Disability in State and Local Government Services." 28 C.F.R. Part 35;

(3) DOJ regulations. "Nondiscrimination on the Basis of Disability by Public accommodations and in Commercial Facilities." 28 C.F.R. Part 36;

(4) Equal Employment Opportunity Commission, (EEOC) regulations. "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act." 29 C.F.R. Part 1630;

(5) No grant may be used to support a procurement that uses an exclusionary or discriminatory specification. 49 USC § 5323 (h).

37. Interest of Members of, or Delegates to, Congress

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.

39. Contract Work Hours and Safety Standards.

The following provisions shall apply with respect to all U.S. federal government financed contracts and subcontracts in excess of \$100,000, involving employment of laborers or mechanics, including watchmen and guards, provided, however, that these provisions shall not apply to contracts for transportation by land, air, or water, or for the transmission of intelligence, or for the purchase of supplies or materials or articles ordinarily available in the open market.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** CATA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

(e) **Record Keeping Requirements.** The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of CATA and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

END OF SECTION

**EXHIBIT F
 OFFER and GUARANTEES**

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

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT G
IRAN ECONOMIC SANCTIONS ACT CERTIFICATE

In accordance with the Iran Economic Sanctions Act, Michigan 2012 PA 517, effective April 1, 2013, (MCL 129.311, *et seq.*), the undersigned certifies in support of its bid or proposal that it is not an Iran linked business as such is defined in the Act.

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT H
CERTIFICATION REGARDING DEBARMENT

The prospective contractor certifies, by submission of this bid or Bid, that neither it nor its "principals" as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Central Florida Regional Transportation Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Central Florida Regional Transportation Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official

Name of Contractor's Authorized Official

Title of Contractor's Authorized Official

Date

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT I
BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTS REQUIREMENTS FOR BUSES OR OTHER ROLLING STOCK

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.11

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

EXHIBIT J
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). 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 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 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 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

EXHIBIT L
TESTING CERTIFICATION

_____ **Here by** certifies that the model of vehicle being offered in this proposal has met the requirements imposed by 49 CFR Part 665, Bus Testing, including the following two (2) conditions:

- 1) A model of the bus has been tested at the bus testing facility in Altoona, Pennsylvania; and
- 2) The proposal includes a copy of the Test Report prepared on the bus model being offered.

Authorized Signee: _____

Title: _____

Company: _____

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