

Capital Area Transportation Authority



AMENDMENT NO. 2 TO SOLICITATION LARGE (40' & 60') BUS PURCHASE

1. AMENDMENT NO: 2	2. SOLICITATION NO: RFP 2018-104	3. SOLICITATION NAME: LARGE (40' & 60') BUS PURCHASE	4. AMENDMENT DATE: March 26, 2018
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5. ISSUED BY

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

PLEASE NOTE: Contractor is required to sign this document and return it with the bid/proposal/quote.

6. DESCRIPTION OF AMENDMENT:

The following documentation has been attached to this Amendment:

- a) Questions Submitted to CATA Responses
- b) "Revised" New Terms and Conditions (Exhibit A)
- c) General Changes to Terms and Conditions (Exhibit B)
- d) CATA pictures 40' & 60' Buses (Exhibit C)

All other Terms & Conditions remain unchanged.

NAME / TITLE OF OFFEROR (Type or Print)	COMPANY NAME
(Signature of person authorized to sign)	(Date Signed)



**RFP 2018-104-LARGE (40' & 60') BUS PURCHASE
QUESTIONS SUBMITTED AND CATA RESPONSES**

Q. Can we obtain the graphic design drawings (or a scheme) of the front, rear, both sides, and roof of the coaches and code of colors for evaluation purposes?

A. Pantone Matching System (PMS):
Blue is PMS 293
Green is PMS 354
Light Green is PMS 351

See Exhibit C, CATA pictures of 40' and 60' buses.

Q. In section 9.1.2 and 9.2.4 of the technical specifications, a request for hand held diagnostic tool with printer is requested. Should we consider that that one per bus is requested?

A. One diagnostic tool with printer per build order will be acceptable.

In regards to the section 5.1.9 of the technical specifications, we request your approval to provide the audible voice message to aid visually impaired passengers to be supported by the ITS system provider instead of the Destination Sign system. Please confirm your acceptance.

A. Approved

Q. We request your confirmation that a unique supplier Trapeze system for ITS Automatic Vehicle Location, Automatic Stop Announcement and Automatic Voice Announcement systems is acceptable.

A. Approved

Q. In Appendix A item 13 - ACCESSORIES. It is requested: "The Contractor shall furnish all accessories required to permit CATA to operate the equipment as contemplated by the Authority. Accessories shall be included in the bid price." The interpretation can differ from bidders to bidders. Are you referring to the need the software only as described in the technical specification for the transmissions (9.1.2 and 9.2.4) and the multiplex (20.7.2) or is there something more? Please indicate expected quantities.

A. Any and all accessories that may be unique to the manufacturer's vehicles must be supplied in order for CATA to operate and maintain.





Q. Section 3.2.1 – Our structure is made of stainless steel. Additionally the structure is protected with a corrosion protection undercoating Tectyl 3344 and Sicopoxy protective coating on the sides under the window line. All exterior panels are made of corrosion resistant composite materials bonded in place with structural adhesive. We kindly request CATA to consider this item as an approved equal.

A. Approved

Q. Section III Warranties - article 1.1.2 and section I. Technical Specifications I - 7.2
We request your approval to offer a 5 year / 300 000 miles coverage for the Engine.
We offer this coverage since the required warranty period would be in effect beyond the standard or extended warranty periods offered by our suppliers and to be in line with §7.2 request."

A. Approved

Q. Section III Warranties
Certain suppliers such as: Cummins, Allison, ZF and others request direct warranty process with the agency. We cannot by-pass the suppliers warranty claim process and consequently, we respect these supplier agreements regarding warranty process in terms of delegated responsibility.

A. Approved

Q. Section III Warranties
We would like to clarify that the following major component equipment suppliers ""engine, transmission, HVAC and destination sign"" mandate that all warranty repairs be performed by an authorized dealer of the components. If the property elects to perform these repairs without the written permission of the original equipment manufacturer, the remaining warranty coverage may be void. We respect these supplier agreements regarding warranty process in terms of delegated responsibility."

A. Approved

Q. Section III Warranties - 2.3.4
Can you please specify the labor rate?"

A. As of July 1, 2018, the labor rate will be \$29.85.

Q. Section III Warranties - 1.3
We request your approval to consider USB ports as consumable maintenance items."

A. Approved





- Q. Section II, QUALITY ASSURANCE, item 2.3.3 Acceptance.
Information differs with SECTION 1: PROCUREMENT PROCESS, item 1-R, please confirm if acceptance of the vehicle is 10 or 15 days after receipt of the vehicle.
- A. The acceptance process will be completed within 15 days, provided the vehicle meets CATA specification compliance and passes CATA's acceptance inspection.
- Q. Section II, QUALITY ASSURANCE, item 2.2.3 Air Conditioning Performance Test.
There is a possibility that CATA requests a Air Conditioning Performance Test. We recommend that this test be quoted as an option instead of the base bus price. Available documentation/ tests should be sufficient to CATA acceptance. We respectfully request your acceptance.
- A. Approved
- Q. Section II, QUALITY ASSURANCE, item 2.2.3 Air Conditioning Performance Test.
There is a possibility that CATA requests a Air Conditioning Performance Test. Selecting the performance of this test would affect the delivery timeline. Should this test be selected, the additional time needed to perform the test should be considered part of the accepted delivery extension. Please confirm your acceptance."
- A. Approved
- Q. APPENDIX A: item 19 Indemnification.
Based on the APTA guidelines, we request to add the following paragraph to article A19 of Appendix A:
- The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, death or damages are caused by the negligent acts, errors or omissions of the CATA, its officers, employees, agents or consultants, including, without limitation, negligence in:(1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order. The obligations of the Contractor shall not extend to circumstances where the injury, death or damages are caused, in whole or in part, by the negligence of any third-party operator, not including an assignee or Subcontractor of the Contractor, subject to the right of contribution. In case of joint or concurrent negligence of the parties giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.
- We request your approval.
- A. Please see general changes (Exhibit B) at Paragraph Section IB.





Q. Appendix A - Article A22 Liquidated damages
Since in the RFP document there is no amount specified for late delivery, we kindly propose a pre-determined amount of \$100 per calendar day.

A. The liquidated damages of CATA's Standard Terms and Conditions of Procurement shall not apply to this procurement.

Q. As part of the Section I. Technical Specifications, samples have been sent via FedEx for the decals (22.5.1), floor covering (4.3.4), interior colors and material (22.2.3), please confirm your acceptance. Details are also presented in the attached documents.

A. Approved with clarification:

Decals are approved, provided they are in English.

Materials are approved, however CATA reserves the right to select the color and patterns of the interior floor covering and the color of the interior.

Q. Since no samples are available for the trim, we have provided photos for your review. See attached document. Please confirm your acceptance.

A. Approved

Q. As per Section 1, item 1-L, we are presenting our list of subcontractors in the attached document for CATA pre approval to participate to this project. Please confirm your acceptance.

A. Approved

Q. In order to allow all bidders to be aware the selection criteria for the transmission of related relevant information and to ensure sound management of the contract award process, we highly recommend to specify and clarify the selection criteria before opening offers . Such as the following criteria included in the request for proposal, article 1M selection criteria, p.7:

“Overall evaluation”

“and other matters of concern”

“price” .

How will the price be evaluated taking into account the fact that several prices are requested in this request for proposal? Example: price evaluation will be based on the total unit prices included in the ""Bus pricing"" section of the pricing form (addition of unit prices for the 40'hybrid bus, 60'hybrid bus, 40'diesel bus, 60'diesel bus, manuals, training, test equipment & special tools and delivery charges.)





As well, we kindly request to describes the process by which proposals will be evaluated such as describing the degree of importance of the evaluation selection criteria for the purposes of determining or to make selection of a proposal for a potential award."

- A. Please reference the RFP, Section 1-M Selection Criteria.
- Q. Considering technical data is a very sensitive asset, proposer requests to replace section 3, article 3D "Ownership" by the following:

Ownership of proposals

"All proposals will become the property of CATA.

Ownership of work and proprietary rights

All documents, calculations, and work product produced by contractor, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of the contractor who shall have sole exclusive rights for subsequent use of same, except for an irrevocable, perpetual, royalty-free, nonexclusive, non-transferable license granted by the Contractor to CATA, to use itself or through its agents, for the sole purposes of operating, maintain and repairing any Buses delivered by the Contractor.

CATA shall be entitled access to such documents, drawing plans, specifications and other materials during the progress of the work for purposes of monitoring progress of the work." Please confirm acceptance."

- A. Please see general changes (Exhibit B) at Paragraph 1D.
- Q. Considering technical data is a very sensitive asset, proposer requests to replace Appendix A, article 26 Ownership of documents by the following:

Ownership of proposals

"All proposals will become the property of CATA.

Ownership of work and proprietary rights

All documents, calculations, and work product produced by contractor, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of the contractor who shall have sole exclusive rights for subsequent use of same, except for an irrevocable, perpetual, royalty-free, nonexclusive, non-transferable license granted by the Contractor to CATA, to use itself or through its agents, for the sole purposes of operating, maintain and repairing any Buses delivered by the Contractor.

CATA shall be entitled access to such documents, drawing plans, specifications and other materials during the progress of the work for purposes of monitoring progress of the work." Please confirm acceptance.





- A. Please see change set forth at Paragraph 1E.
- Q. Appendix A, article 8 "Dispute (after bid award)":
 In order to have a neutral disputes process and to mitigate the risk to enter into a court proceeding, which is a costly exercise, Proposer requests to modify article 8 of appendix A. Proposer considers that the inclusion of an escalated organizational management representation tends to bring the parties towards a common understanding and resolution, thus avoiding court proceedings. The following text addresses the matter:
 "Any matter of disagreement arising under or related to the Contract which is not otherwise disposed of at the project management level shall be decided in accordance with this Article.

A. Step Negotiations. The aggrieved party at the project management level shall request that his counterpart provide a written determination about which there is disagreement. Upon receipt of the written statement, the aggrieved party shall prepare a written response which outlines the basis of the disagreement (the "Dispute") and send copies of the Dispute and a Request for Level 1 Negotiations to the corresponding representatives of each party listed in Level 1 of the chart below. Within five (5) Business Days of the date of the Request for Step Negotiations, the Level 1 representatives shall schedule a date for negotiations, not later than five (5) Business Days thereafter, at a mutually acceptable time and place (including via teleconference). All reasonable requests for information by one party to the other shall be honored.

B. If the parties are unable to resolve the Dispute within five (5) Business Days of the Level 1 Negotiations, the aggrieved party may elevate the Dispute to Level 2 by transmitting a copy of the Dispute and a brief written statement of the Level 1 Negotiations to the corresponding representatives of each party listed in Level 2 in the chart below.

LEVEL	CONTRACTOR REPRESENTATIVE	CATA REPRESENTATIVE
1	Vice-President	Executive Director
2	President	Senior Vice president, buses

C. Within five (5) Business Days of the date of the Request for Level 2 Negotiations, the Level 2 representatives shall schedule a date for negotiations, not later than five (5) Business Days thereafter, at a mutually acceptable time and place (including via teleconference). All reasonable requests for information by one party to the other shall be honored.

D. Should the parties be unable to settle the Dispute or disagreement within ten (10) Business Days of the commencement of Level 2 Negotiations, either party shall be entitled to commence a plenary action in the Ingham County Circuit Court or the Federal District Court for the western District of Michigan in accordance with the Appendix A, article C-3 of this Contract.





E. Notwithstanding the above-described Step Negotiations procedure, the parties may agree, subject to the consent of the Authority, to a different alternative resolution procedure in order to resolve a Dispute.”

Please confirm acceptance.”

A. Denied. Please see CATA’s revised Standard Terms and Conditions of Procurement.

Q. Description:

The bus must be capable of operating 15,000 miles between road calls and 1,000,000 miles between physical safety defects. CATA defines a road call as a failure resulting in an en route interruption in revenue service. A physical safety defect is defined by CATA as a failure in the bus mechanical system that could directly lead to passenger and driver injury and represents a severe crash situation.

The Contractor will warranty the frame and suspensions members of the buses of six years or 300,000 miles, whichever occurs first. This warranty will not cover springs, shock absorbers or other normal wearing parts. The Contractor is not liable for warranty if CATA void the warranty as outlined in Section 1.2. If the frame or suspension fails or shows indication of imminent failure, CATA will immediately notify the Contractor of the defect. Within 10 calendar days of notification of failure the Contractor will inform CATA on how the Contractor will repair the vehicle. Repair of frame and suspension failures will be the responsibility of the Contractor. Within 20 calendar days of notification of the failure the Contractor will begin the repair of the frame and suspension defects. If the vehicle is out of service for 35 or more calendar days from the date of notification of failure, the Contractor will have to provide a substitute vehicle with equal or greater seating capacity or CATA will assess a maximum of \$200 per day as liquidated damages against the contract, beginning on the fortieth day and continuing until the defect is repaired and the vehicle is returned to revenue service.

Justification:

Proposer has a diligent process in place to ensure that appropriate measures are taken, in compliance with applicable laws, in the event of a safety defect.

In line with the APTA Bus Procurement Guidelines, Proposer requests to remove section 3.1.3 of the Technical specifications and add the following sections:

• Add Sections 1.2.14 and 1.2.15 of the APTA Bus Procurement Guidelines to the Technical Specifications’ definitions section, which shall read as follows:

1.2.14 Class 1 Failure (physical safety): A failure that could lead directly to passenger or operator injury and represents a severe crash situation.

1.2.15 Class 2 Failure (road call): A failure resulting in an en route interruption of revenue





service. Service is discontinued until the bus is replaced or repaired at the point of failure.

- Replace section 2.5 of the Warranties portion of the RFP with the following:

“The Contractor will warranty the frame and suspensions members of the bus for six years or 300,000 miles, whichever occurs first, against corrosion failure sufficient to prevent Class 1 or Class 2 Failure. This warranty will not cover springs, shock absorbers or other normal wearing parts. The Contractor is not liable for warranty if CATA void the warranty as outlined in Section 1.2. If the frame or suspension fails or shows indication of imminent failure, CATA will immediately notify the Contractor of the defect. Within 10 calendar days of notification of failure the Contractor will inform CATA on how the Contractor will repair the vehicle. Repair of frame and suspension failures will be the responsibility of the Contractor. Within 20 calendar days of notification of the failure the Contractor will begin the repair of the frame and suspension defects. If the vehicle is out of service for 35 or more calendar days from the date of notification of failure, the Contractor will have to provide a substitute vehicle with equal or greater seating capacity or CATA will assess a maximum of \$200 per day as liquidated damages against the contract, beginning on the fortieth day and continuing until the defect is repaired and the vehicle is returned to revenue service.”

- A. Technical Specifications (Appendix I) Section I, Section 3.0, Paragraph 3.1.3, Basic Body Configuration Requirements shall remain as is, but CATA clarifies that this is intended as a design goal. Warrant requirements appear elsewhere. Please see Paragraph 1F and 1G of this Amendment regarding other changes requested.



RFP 2018-104-LARGE (40' 60') BUS PURCHASE
 QUESTIONS SUBMITTED AND CATA RESPONSES

Item #	Page	Section # / Title	Specification Wording	Request for Approved Equal	CATA RESPONSE:	CATA COMMENTS:
1	10	2-F Deliverables	All diagnostic equipment and software	New Flyer requests approval to supply a shopping list of recommended diagnostic equipment, and said list be priced separately from the bus, as the number of buses may vary from the base order to each option. This will ensure proper costing on any additional orders.	Approved	
2	16	9. DELIVERY EXTENSION AND DELAYS 11. INSTALLATION EXTENSION AND DELAYS 27. EXCUSES FOR FAILURE TO PERFORM OR DELAYS	Entire Sections	New Flyer requests approval to add the following wording to these sections: ...including, but not limited to, natural disasters, floods, fires, acts of war or terrorism, labor shortages, strikes or lock-outs or shortages or loss of transportation...	Denied	
3	16	19. INDEMNIFICATION	(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.	New Flyer requests approval to modify this section to read as follows: (a) From any and all proven third party damages resulting from claims proceedings brought by... (b) From any and all proven third party damages resulting from claims proceedings brought by...	Denied	

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Item #	Page	Section # / Title	Specification Wording	Request for Approved Equal	CATA RESPONSE:	CATA COMMENTS:
4	17	26. OWNERSHIP OF DOCUMENTS	Entire Section	<p>New Flyer requests approval to add the below language after the first two sentences:</p> <p>Notwithstanding any wording in this section, "subject data", including specifications, technical data, records and reports, engineering drawings (including shop drawings and working drawings), manuals and instruction materials and computer or microprocessor software that is delivered or specified to be delivered under the Contract shall remain the property of the Contractor; provided however, CATA shall have a royalty-free, non-exclusive, non-transferable and irrevocable license to use such subject data only for the purposes of operating and maintaining the work product. ...</p>	See Comment	CATA has revised this paragraph. Please see General Changes (Exhibit B) at Paragraph IE.
5	19	4. 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	<p>New Flyer requests approval to insert the below language as the second sentence:</p> <p>CATA and its representatives and agents agree to enter into a confidentiality agreement with the Contractor to protect New Flyer proprietary interests in the event of audit/access. Contractor prior to commencing an audit, review or analysis in order to protect and maintain the confidentiality of the Contractor's information.</p>	Denied	
6	37	1.6.3 WORKMANSHIP	All bolts passing through wood will be cadmium plated or approved equal.	New Flyer requests approval to provide stainless steel screws for plywood flooring application.	Approved	
7	37	1.6 WORKMANSHIP	All wood will be filled, sealed, and finished in a professional manner.	New Flyer requests approval to provide Greenwood Forest, NT ACQ Bus panel which does not require sealing of cut edges as it is developed to assure full penetration and retention of ACQ, the environmentally-friendly preservative that prevents decay and insect damage.	Approved	

**RFP 2018-104-LARGE (40' 60') BUS PURCHASE
QUESTIONS SUBMITTED AND CATA RESPONSES**

Item #	Page	Section # / Title	Specification Wording	Request for Approved Equal	CATA RESPONSE:	CATA COMMENTS:
8	38	2.1.3 DIMENSIONAL LIMITS - 60 foot BUS	Overall Height (with tires properly inflated and no load on the suspension) 124.0 in.	New Flyer requests approval to provide a diesel bus with an overall height of 126" and a hybrid bus with an overall height of 130".	Approved	
9	38	2.1 DIMENSIONAL LIMITS - 60 foot BUS	b. Middle Door 44.0 in 48.0 in.	New Flyer requests approval to provide a center door clear opening of 40.7".	Approved	
10	38	2.1 DIMENSIONAL LIMITS - 60 foot BUS	c. Rear Door 44.0 in 48.0 in.	New Flyer requests approval to provide a rear door clear opening of 40.7".	Approved	
11	38	2.1 DIMENSIONAL LIMITS - 60 foot BUS	a. Headroom (center of aisle in the middle of bus) 76.0 in 82.0 in.	New Flyer requests approval to provide 96" of headroom at the center of the bus.	Approved	
12	38	2.1.11 DIMENSIONAL LIMITS - 60 foot BUS	Turning Radius (both wheels track and outside bumper) 42.0 ft.	New Flyer requests approval for an outside turning radius of 44'.	Approved	
13	39	2.2.3 DIMENSIONAL LIMITS - 40 foot BUS	Overall Height (with tires properly inflated and no load on the suspension) 124.0 in.	New Flyer requests approval to provide a diesel bus with an overall height of 126" and a hybrid bus with an overall height of 130".	Approved	
14	38	2.2 DIMENSIONAL LIMITS - 40 foot BUS	b. Rear Door 44.0 in 48.0 in.	New Flyer requests approval to provide a clear opening of 40.7" for a wide exit door or a clear opening of 30.3" for a medium exit door (as provided on your most recent builds). Please note that providing the wide door will result in the loss of one seating position.	See Comment	Rear door measurement of 30.3 is acceptable.
15	38	2.2 DIMENSIONAL LIMITS - 40 foot BUS	a. Headroom (center of aisle in the middle of bus) 76.0 in 82.0 in.	New Flyer requests approval to provide 96" of headroom at the center of the bus.	Approved	
16	39	2.2.11 DIMENSIONAL LIMITS - 40 foot BUS	Turning Radius (both wheels track and outside bumper) 42.0 ft.	New Flyer requests approval for an outside turning radius of 44'.	Approved	
17	40	3.2.1 VEHICLE CONSTRUCTION	The bus body will be made of rectangular galvanized steel or aluminum tubing welded together to form a solid frame.	New Flyer requests approval to provide a basic structural frame constructed of high tensile steel plate, grade and tube ASTM A36 and CSA G40.21-44W for structural strength. Interior and exterior structural components are subject to New Flyer's extensive standard corrosion protection procedures. Please refer to the attached information.	Approved	

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Item #	Page	Section # / Title	Specification Wording	Request for Approved Equal	CATA RESPONSE:	CATA COMMENTS:
18	41	3.3 EXTERIOR PANELS	All exterior panels shall be smooth and free of wrinkles and dents. The design and attachment of the exterior panels should allow for easy replacement and/or replacement of the individual panels. The exterior panels may be made of aluminum of a thickness not less than .0598 inches thick or of stainless steel of a thickness not less than .0394 inches thick or an approved fiberglass or composite material secured to frame by corrosion resistant or rubber fasteners.	New Flyer requests approval to provide a combination of aluminum and fiberglass exterior panels that are bonded in place. Mechanical fasteners are not used to mount the exterior panels.	Approved	
19	42	3.8.1 BUMPERS	The bumpers shall measure at least twelve (12) inches, but not more than fourteen (14) inches in height and project at least two (2) inches, but not more than eleven (11) inches ahead of the foremost part of the body of the bus.	New Flyer requests approval to provide a front bumper that measures up to 14.63" in height at the corners of the bus (reference drawing 393340) and a rear bumper that measures down to 11" at the centerline (reference drawing 503517).	Approved	
20	42	3.9.1 SKID PLATES	CATA requests installation of skid plates under both front (left and right) corners of the chassis. If the front, drivers side plate would limit access to vital componentry, the left side plate can be omitted with CATAs approval. Both skid plates should be removable for any repair or replacement.	New Flyer requests approval to supply a bus that has the drivers side plate (left) that is welded to the chassis and the ride side plate that is bolted, this is the same as the current New Flyer buses in your fleet.	Approved	

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Item #	Page	Section # / Title	Specification Wording	Request for Approved Equal	CATA RESPONSE:	CATA COMMENTS:
21	43	3.11.1 JACKING POINTS	The bus axles or jacking plates shall accommodate the lifting pads of a three hoist post Jacking plates, if used as hoisting pads, shall be approximately 2.5inch square or round, with a turned-down flange not less than 1/4 inch deep on each side to prevent the bus from falling off the hoist.	New Flyer requests approval to provide 4" round jacking pads.	Approved	
22	43	3.13 RADIO/GPS ANTENNA PANEL	The antenna access panels will be located approximately four (4) feet from the front of the bus.	New Flyer requests approval to provide roof antenna access panels that area approximately 3.5 feet from the front of the bus, same as provided on your previous Xcelsior builds. Access panel locations are limited by the roof top RLF HVAC unit and the escape hatch.	Approved	
23	44	3.15.2 WATER TEST	The nozzles that deliver the water for the test must be capable of ejecting a total volume of no less that fifty (50) gallons per minute at a pressure of no less than fifteen (15) pounds per square inch measured at each nozzle tip.	New Flyer requests approval of our standard water test which is performed using a 1.8 gallon/minute volume with a nozzle pressure of 35-40 psi. This test test represents a 95th percentile rain fall and mimics a 4.6"/hr rain fall rate.	Approved	
24	44	4.1.1 FLOOR	The floor shall be made of 3/4 inch thick seven ply Douglas fir, Premium DGPA, Grade AB, marine plywood or approved composite equal. The Grade A of the plywood flooring is always on the upside.	New Flyer requests approval for Greenwood Forest Products, XL ACQ Bus Panel ¾ in. Plywood. This plywood is specifically designed to eliminate rot and insect damage and is warranted for twelve (12) years. Please refer to the attached for additional information.	Approved	
25	44	4.1.2 FLOOR	All edges of the plywood will be treated with waterproof sealer and treated with chemical wood preservatives to inhibit rot, mold, and attack of termites.	New Flyer requests approval to remove this requirement as the proposed Greenwood Forest Products, XL ACQ Bus Panel ¾ in. Plywood is specifically designed to eliminate the need for additional sealants and chemical treatment.	Approved	
26	44	4.2 FLOOR CONTOUR	If the floor is raised, a maximum of two step risers will be provided for each step riser no higher than seven inches.	New Flyer requests approval to provide a rear step height of 8.45" from the lower deck floor to the first step to the rear riser.	Approved	

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Item #	Page	Section # / Title	Specification Wording	Request for Approved Equal	CATA RESPONSE:	CATA COMMENTS:
27	44	4.2 FLOOR CONTOUR	As a safety precaution, yellow nosings will be provided and the entire first step shall be yellow.	New Flyer requests approval to provide a rear riser in which the nosing and vertical surface of the steps are yellow and the horizontal surface of the step is flooring material to match the rest of the flooring.	Approved	
28	44	4.2 FLOOR CONTOUR	The floor shall have a slight slope to allow water to drain and not to collect or form puddles anywhere in the drivers compartment.	New Flyer requests approval for a the driver's floor which, by design, is not sloped. However, collected moisture would drain during the ingress and egress of passengers as the bus is kneeled or from the natural movement of the bus. This is inherent in the design and is the same as the last order for CATA	Approved	
29	44	4.2 FLOOR CONTOUR	The stainless steel shall be insulated by rubber or foam backing to insure the strip does not squeak or rattle.	New Flyer requests approval to use double sided tape as backing to ensure proper mounting of the SST trim.	Approved	
30	45	4.3.2 FLOOR COVERING	All seams and interfaces with the walls, wheel houses, etc, will be covered with trim that will provide a floor that is free of tripping hazards and is easy to clean by dry and wet wash methods with cleaning solutions.	New Flyer requests approval for floor seams at the rear wheelhouses that are butt-sealed and not covered in trim.	Approved	
31	45	4.3.3 FLOOR COVERING	Silicone caulking will be used at any and all points where moisture may enter the flooring.	New Flyer requests approval to use Dolphin, a thermoplastic rubber sealant, which is our standard product used for RCA flooring	Approved	
32	45	4.3 FLOOR COVERING	The color of the flooring will be TR852 Blue or approved equal of similar blue color from the standee line to the rear of the bus.	New Flyer requests approval to provide the articulating joint area of a 60' bus with black non-aggregate anti-slip coating.	Approved	
33	45	4.3.5 FLOOR COVERING	The front entrance platform area from the top step tread to center aisle shall be covered with RCA Rubber TR852 or approved equal of rubber ribbed flooring material with double groove design, not less than 5/16inch thick at highest point.	New Flyer requests approval to provide 3/16-inch thick RCA TR852 rubber flooring material for the center aisle area.	Approved	

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Item #	Page	Section # / Title	Specification Wording	Request for Approved Equal	CATA RESPONSE:	CATA COMMENTS:
34	45	4.3 FLOOR COVERING	A six inch metal backing will be provided under the standee edge line.	New Flyer requests approval to provide our a 3" yellow RCA ribbed standee line, reference dwg 424850.	Approved	
35	46	4.4.3 FLOOR INSPECTION PLATES	The border of the inspection plates shall be made of stainless steel.	New Flyer requests approval for a driveshaft access panel that is manufactured completely out of polyurethane and is not edge bound with trim. The panel has a recessed area which is covered in flooring material to match the bus interior. The flooring material in this area is secured using approved adhesive and is edge sealed using approved sealant. This is the same as provided on your previous Xcelsior builds	Approved	
36	46	4.5 MODESTY PANELS	These panels will be similar in construction to the modesty panel immediately behind the Driver.	New Flyer requests approval to provide modesty panels made from 3/8" melamine, same as provided on your previous Xcelsior builds. New Flyer would also like to clarify that the driver's barrier is incorporated into the fiberglass electronics cabinet mounted above the streetside front wheelhouse.	Approved	
37	46	4.5.2 MODESTY PANELS	The modesty panels shall be made of Lexan or similar approved sheet grade polycarbonate material for the modesty panel behind the drivers area.	New Flyer requests approval to provide modesty panels made from 3/8" melamine, same as provided on your previous Xcelsior builds. New Flyer would also like to clarify that the driver's barrier is incorporated into the fiberglass electronics cabinet mounted above the streetside front wheelhouse.	Approved	
38	46	4.6 FRONT DOOR	Glass in the front door will be single density, laminated safety glass, AS-2 tinted with a two-piece glazing which must comply with all FMVSS standards.	New Flyer requests approval to provide an entrance door with a single-piece glazing. This is inherent to the Xcelsior design and the same as was provided on your previous Xcelsior builds.	Approved	
39	46	4.6 FRONT DOOR	To preclude the entry of water into the bus, a rubber backing will be provided on the inside of the bus behind the lower door brush.	New Flyer requests approval to provide an entrance door without a rubber backing behind the lower door brush. This matches what was provided on your previous Xcelsior builds.	Approved	
40	47	4.7 REAR DOOR/CENTER DOOR	The rear and center doors of the 60ft bus will be a two section Slide Glide-type door with a minimum clear opening of forty-four (44) inches.	New Flyer requests approval to provide the Vapor wide slide glide exit doors with a clear opening of 40.7".	Approved	

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41	47	4.7 REAR DOOR/CENTER DOOR	The door clear opening for 40ft buses shall be thirty-three (33) inches.	New Flyer requests approval to provide the Vapor medium slide glide exit door with a clear opening of 30.3" (as provided on your previous builds). Alternately, we could provide the wide slide glide exit door with a clear opening of 40.7" however this would result in the loss of one seating position.	Approved	
42	47	4.7 REAR DOOR/CENTER DOOR	Access to the door actuator will be gained by a hinged panel held secure by a minimum of two thumb type locks.	New Flyer would like to clarify that the proposed New Flyer Genuine (TCB) interior lighting has quick access easily removable panels which are held in place by filler strips and snap into the light panel extrusion. There are no locks provided with this system. This matches what was provided on your previous Xcelsior build.	Approved	
43	50	4.10.3 CEILING AND INTERIOR PANELS	The ceiling panels behind the standee line shall be made of an approved off white melamine material.	New Flyer requests approval to provide Antique White ceiling panels made of ABS plastic. ABS plastic is used as it can be shaped to the contoured ceiling profile of the Xcelsior, which increases interior headroom.	Approved	
44	50	4.11.2 INTERIOR INSULATION	The insulation used between the outer and inner wall will be sealed in an approved wrapper to eliminate the entry of moisture into the insulation.	New Flyer requests approval to provide polyisocyanurate sidewall insulation that is coated with three ply polymer/foil facing to eliminate moisture entry.	Approved	
45	50	4.12.1 TRIM	All trim shall be made of stainless steel and applied at the floor covering edges at all wheelhouses, dash panels, and at wall joints.	New Flyer requests approval to provide trim material which shall be either aluminum or stainless steel. Aluminum trim is used in areas such as the rear wheelhouse where it moulds to a curved surface with a smooth finish. This matches what was provided on your previous Xcelsior builds.	Approved	
46	51	4.13.3 DRIVERS PARTITION	This partition shall be constructed of either reinforced aluminum, steel, or composite panel(s) of either a single piece design or with melamine paneling.	New Flyer requests approval to provide a communications box (Secure Diagnostic Station (SDS)) located on the streetside wheelhouse. The forward wall of the box acts as the upper portion of the barrier and the wheelhouse as the lower portion separating the operator from the street-side front passenger seat, thereby precluding the need for a separate barrier. The SDS box is made of fiberglass and painted black to minimize the glare and reflections that may impact the driver's sightline(s).	Approved	

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47	51	4.14 PASSENGER SEATING	The first two seats directly behind the wheel chair securement area shall be single flip seats, the third seat shall be fixed in position.	New Flyer would like to advise that on the 60' bus this requirement is not possible due to the location of the center exit door and the center wheelhouses. Please see the attached proposed seat layout that provides flip seats on the streetside across from the center door. New Flyer requests approval of this layout.	Approved with clarification.	Provided that seat #43 in the layout remains fixed and seats #44 and #45 are a two place flip-up bench style seat. The decal referenced in the RFP, Section 22.5 1 (d) should be placed correctly above the back of the seats.
48	51	4.14 PASSENGER SEATING	There shall not be any floor or wall mounted barriers installed in the rear seating section of the coach. Safety barriers mounted to protect passengers from the exit door pinch areas are to be transparent.	New Flyer requests approval to provide a "double stanchion" forward of the rear bench seats which is mounted to the lower sidewall. This is mandatory when the upper deck has perimeter seating and matches what was provided on your previous Xcelsior build. See drawing 643358 for additional details.	Approved	
49	56	5.1 DESTINATION SIGNS/AUTOMATIC STOP ANNOUNCEMENT	All signs will be synchronized and controlled through a touch pad located in the drivers compartment at dashboard level.	New Flyer requests approval to mount the destination sign control module in the overhead driver's panel.	Approved	
50	56	5.1 DESTINATION SIGNS/AUTOMATIC STOP ANNOUNCEMENT	A handle on the outside will be provided for ease of opening.	New Flyer requests approval to provide a destination sign door that is held secure with two short wing quad latches and does not have a handle. The quad latches can be used to assist the door in being opened. This matches what was provided on your previous Xcelsior build.	Approved	
51	56	5.1 DESTINATION SIGNS/AUTOMATIC STOP ANNOUNCEMENT	The bidder shall furnish and install inside the front destination sign door a decal at both ends of the door reading either "Danger-High Voltage" or "Warning-High Voltage".	New Flyer would like to clarify that the destination sign works on 24 volts precluding the need for high voltage decals.	Approved	

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52	58	5.1.9 DESTINATION SIGNS/AUTOMATIC STOP ANNOUNCEMENT	The destination sign shall also be capable to transmit an audible voice message to aid visually impaired passengers.	New Flyer request approval to provide announcements through the Trapeze AVA/AVL system that can transmit an audible voice message to aid visually impaired passengers. Please reference previous CATA New Flyer bus builds.	Approved	
53	58	5.1 DESTINATION SIGNS/AUTOMATIC STOP ANNOUNCEMENT	The fully automatic stop announcement system and talking sign shall be compliant with the Americans with Disabilities Act (ADA).	New Flyer request approval to provide a fully automatic stop announcement system, through the Trapeze AVA/AVL system that will be compliant with the Americans with Disabilities Act (ADA). Please reference previous CATA New Flyer bus builds.	Approved	
54	59	5.1.11 Automatic Vehicle Location (AVL) System	This system will require a secure mounting platform and enclosure. CATA is requesting the vendor to furnish drawings for a secure box enclosure to secure the required components of this AVL system.	The Secure Diagnostic Station which is integrated with the streetside front wheelhouse is inherent to the design of the Xcelsior bus. New Flyer requests approval to mount the required AVL system components within this enclosure. This matches what was provided on your previous Xcelsior build.	Approved	
55	59	5.1.11 Automatic Vehicle Location (AVL) System	CATA will work with the successful bidder to determine the mounting location of this enclosure. CATA utilizes Trapeze for AVL.	The Secure Diagnostic Station which is integrated with the streetside front wheelhouse is inherent to the design of the Xcelsior bus. New Flyer requests approval to mount the required AVL system components within this enclosure. This matches what was provided on your previous Xcelsior build.	Approved	
56	60	5.3 WINDSHIELD WIPERS	The wiper arms shall be a self-parking type and shall be black in color and accommodate a beam-style blade.	New Flyer requests approval to provide frame style wiper blades. Beam style blades are not an available option.	Approved	

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57	61	5.6.4 MIRRORS	A convex mirror measuring at least twelve (12) inches in diameter shall be mounted above each of the rear exit doors and a mirror four inches in diameter shall be mounted on the front destination sign door to allow the driver to see completely the rear exit door areas even if the bus has a full standee load.	New Flyer requests approval to provide a 6" diameter mirror mounted on the underside of the destination sign closeout.	Approved with clarification.	Provided there is clear visibility of the rear exit door area(s).
58	61	5.7.1 DRIVERS COAT HOOK	A stainless steel coat hook with securing strap for the drivers overcoat will be provided and mounted in the drivers compartment behind the drivers seat.	New Flyer requests approval to provide a chrome coat hook.	Approved	
59	61	5.8 PASSENGER CALL BELL	A yellow indicator light on the dash shall also come on informing the driver that a passenger has requested a stop.	New Flyer requests approval to provide a stop request indicator that is red.	Approved	
60	62	5.9 PUBLIC ADDRESS SYSTEM	This system will consist of a boom microphone, a minimum of eight internal speakers, and one external speaker.	New Flyer requests approval to provide 6 interior speakers on the 40' bus. This matches what was provided on your previous Xcelsior build.	Approved	
61	62	5.9.4 PUBLIC ADDRESS SYSTEM	This system shall be fully operational independent of the automatic stop announcement system and will be utilized as a backup in the event of the malfunction of the automatic system.	New Flyer request approval to provide a system where the microphone runs through the Trapeze AVA System.	Approved	
62	63	6.1.2 WHEELCHAIR RAMP	The wheelchair ramp must be able to accommodate wheelchairs up to a minimum of 30 inches wide and 48 inches long. CATA prefers that the ramp be a hydraulic operated design with no chain mechanism.	New Flyer requests approval to provide a Genuine New Flyer Wheelchair Ramp. The ramp is hydraulically activated chain driven.	Denied with clarification.	Regardless of vendor, CATA does not wish to employ the use of chain-driven ramps. Other mechanisms (i.e. hydraulic/air/electric) will be considered.

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63	64	6.3.2 RAMP DESIGN	The surface of the lift platform shall be covered with the same material as the entire bus floor.	New Flyer requests approval for a ramp surface covered with Full Metal Jacket anti-skid treatment	Denied with clarification.	Anti-skid treatment on recent Xcelsior builds has proven to wear quickly. CATA will consider other, more durable anti-skid coatings.
64	64	6.6.1 RAMP CONSTRUCTION	The ramp will be designed and built to be as maintenance free as possible. This includes sealed bearings and the use of premium stainless steel in the ramp platform and bracketry. Chain-driven ramps are not desired by CATA.	New Flyer requests approval of the New Flyer Genuine ramp which uses aluminum for the ramp platform and bracketry. This matches what was provided on your previous Xcelsior build. Please refer to the attached information for additional details.	Approved with clarification	Provided the ramp is not chain driven.
65	64	6.6.3 RAMP CONSTRUCTION	Electrical junction boxes will have an oil and waterproof diagram on the inside cover.	New Flyer requests approval to provide these diagrams with electrical service manuals	Approved	
66	67	7.3.3 COOLING SYSTEM	If the surface area of the radiator is less than 900 square inches, the radiator must be a five core radiator. If the surface area of the radiator is greater than 900 square inches, the number of radiator cores may be reduced to four cores.	New Flyer requests approval to provide the following EMP radiator models: 40' Diesel - MH4 60' Diesel - MH5 40' Hybrid - MH5 60' Hybrid - MH4	Approved	
67	67	7.3 COOLING SYSTEM	The radiator must have a removable (bolted) brass or stainless steel top and bottom tanks with a copper core.	New Flyer requests approval to provide the EMP radiators with non-removable aluminum tanks and an aluminum core.	Approved	
68	68	7.6.4 ENGINE COMPARTMENT	A mechanical oil pressure gauge with a maximum oil pressure reading of 70 PSI and a water temperature gauge shall be provided along with an engine "run" switch, a starter cut out switch, engine compartment light switch, and a starter switch.	New Flyer requests approval to provide oil pressure and water temperature gauges on the electronic CCOM display.	Approved	

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69	68	7.6 ENGINE COMPARTMENT	The engine run switch, the starter cut out switch, and the engine compartment light switch must be toggle switches.	New Flyer wishes to clarify that the optional buses requested for this proposal are Allison hybrid which do not have a conventional starter precluding the need for a starter cut out switch.	Approved	
70	69	7.6.6 ENGINE COMPARTMENT	A spring-loaded access door shall be provided to check the radiator water level.	New Flyer requests approval to provide a coolant level that is checked via the coolant recovery tank accessible via the rear engine door	Denied with clarification.	Regardless of location, an accessible inspection door must be provided so operators may quickly inspect coolant levels. CATA locks its rear engine compartment door.
71	69	7.7 FILTERS	The fuel filter shall be similar to the Davco Fuel Pro 380 or an approved equal.	New Flyer requests approval to provide the Davco DP245 fuel filter. The Davco Fuel Pro 382 is not available with Cummins 2017 engines and thereafter.	Approved	
72	69	7.8 AUTOMATIC FIRE SUPPRESSION SYSTEM (OPTIONAL)	At a minimum any proposed AFSS shall provide protection of the engine compartment, Diesel Particulate/Muffler compartment and battery compartment.	New Flyer requests approval to eliminate the requirement for protection of the battery compartment. Our battery compartment is located behind the rear wheels on the curbside of the bus in close proximity to the engine compartment.	Approved	
73	69	A) FIRE DETECTOR FOR OPTIONAL AFSS	The detector(s) shall be dual-band type and provide exceptional false alarm immunity to sources such as flashlights, sunlight, cigars/cigarettes, arc welding and more.	New Flyer requests approval to provide a fire suppression system provided by Amerex which meets all spec requirements except it is single band only.	Approved	

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74	72	8.3.1 GRADABILITY	Gradability requirements shall be met on grades with a surface friction coefficient of 0.3 and above SLW with all accessories operating. The engine and transmission that the bidder is proposing to use should be able to allow the bus to maintain a speed of 45 MPH on three percent grade with a full seated load.	New Flyer requests clarification on the reference to a "surface friction coefficient of 0.3 and above". By Allison's definition of traction coefficient, a 0.3 is sand that allows a tire impression of 2 to 9 inches which would not allow any gradient requirements to be met.	Approved	
75	75	12.0 BRAKES	When the retarder is disabled, a yellow warning light shall be illuminated on the instrument console to inform the driver that the retarder has been rendered inactive.	New Flyer request approval to provide a red warning light to inform the driver the retarder has been rendered inactive. For further information on the indicator please see drawing 640031	Approved	
76	75	13.0 AIR SYSTEM	BROWN Parking Brake Control	New Flyer requests approval to provide an additional colour for air lines; Blue = Suspension.	Approved	
77	75	13.0 AIR SYSTEM	Airlines shall be supported every two feet and routed in a conduit to keep ice and snow off the lines.	New Flyer requests approval to provide a supporting interval for both rigid and flexible lines of up to 34".	Approved	
78	77	14.0 SUSPENSION	If leveling valves have electronic sensors equipped, a program will be supplied to CATA for the adjustment and override of the sensors.	New Flyer advises that programming changes are not available for the customer to adjust settings. Should changes to the programming be required New Flyer will work with the customer to best resolve the issues they are concerned with. Programming is exclusive in design and any changes made require a full vetting by Engineering of the change requested.	Approved	
79	77	14.0 SUSPENSION	The air bellows shall have a dedicated air reservoir tank with the air for the leveling valves being filtered by an in line air filter.	New Flyer requests approval to provide air for the air bellows that is provided from the accessories air tank.	Approved	

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80	78	16.1.5 STEERING	Power steering lines from the engine compartment in the rear of the bus to the power steering box in the front of the bus will be made of stainless steel and shall have replaceable filters in both the pressure and return side of the system.	New Flyer requests approval to provide NFIL (Manuli) Equator 2 and GH100 hose at steering box and NFIL (Manuli) Equator 2 in engine compartment.	Approved	
81	78	17.0 WHEELS	Stainless steel wheel covers shall be provided for front wheel positions.	New Flyer requests approval to provide Wheel Masters stainless steel wheel liners for the front wheel positions as a shipped loose item. These are the same liners shipped loose on your previous builds. Reference drawing 051791 for additional details	Approved with clarification.	CATA is requesting wheel covers for front wheels only. Rear wheels shall be painted white.
82	78	18.0 FUEL TANK	This plaque shall be visible when the fuel door is opened.	New Flyer requests approval to provide a diesel fuel tank manufactured from cross-linked polyethylene. The tank has the identification information molded into the plastic on the main body of the tank. It is visible from underneath the bus and not through the fuel fill door. This matches what was provided on your previous Xcelsior build.	Approved	
83	78	18.0 FUEL TANK	The fuel filler neck shall be located within twenty (20) feet of the centerline of the front door, on the curbside of the bus.	New Flyer requests approval to provide the fuel filler neck located aft of the exit door on the 40' (>20' from centerline of the front door) and aft of the rear exit door on the 60' bus (>43' from the centerline of the front door).	Approved	
84	79	20.1 EXTERIOR LIGHTS	Side directional lights will be armor protected type with three lights to each side of the bus with an unobstructed amber lens.	New Flyer would like to clarify that the 40' bus has 2 side turn signal lights per side.	Approved	
85	79	20.1 EXTERIOR LIGHTS	An auxiliary flasher unit will be installed in a manner to be used if the current flasher unit fails.	New Flyer requests approval to provide the flasher function which is provided through the multiplex system eliminating the need for an auxiliary flasher.	Approved	
86	79	20.1 EXTERIOR LIGHTS	Four (4) inch flush mounted LED lamps will be provided.	New Flyer requests approval to remove the requirement for exterior curb lamps. The design of the Xcelsior door header lighting provides ADA compliant lighting levels with out the need for additional exterior mounted lighting. This matches what was provided on your previous Xcelsior build.	Approved	

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87	81	20.3.2 DRIVERS COMPARTMENT LIGHT	The drivers compartment light will be controlled by a toggle switch mounted in the instrument panel in a location convenient for the driver.	New Flyer requests approval to provide the switch for the driver's compartment light located on the side console. This matches what was provided on your previous Xcelsior build.	Approved	
88	82	20.7 POWER SUPPLY	The system shall be installed in the interior of the coach at the ceiling level and secured from moisture and dirt.	New Flyer request approval to provide a system that shall be installed in the interior of the coach at the ceiling level or the side console. The system will be secured from moisture and dirt.	Approved	
89	82	20.7 POWER SUPPLY	The system must be capable of generating a minimum of 450 AMPS for both a 40-foot and 60 -foot bus applications.	New Flyer request approval to provide a system capable of generating a minimum of 300 AMPS for a 40-foot bus and 450 AMPS for a 60-foot bus. For further clarification on the 40-foot bus please see the attached documentation.	Approved	
90	83	20.8.1 BATTERY	The buses shall have four 1131 maintenance free batteries, 1200 CCA each with top stud terminals.	New Flyer requests approval to provide four 1131 maintenance free batteries, that are rated at 950 CCA. For additional information on the battery rating please see attached drawing 241898.	Approved	
91	83	20.8.4 BATTERY	The bidder will install in the battery compartment a switch to disconnect the ground (negative) circuit. This switch isolates the battery unit(s) from the buss electrical system.	New Flyer requests approval to provide a switch that disconnects the battery 12V and 24V battery circuits and not the ground.	Approved	
92	84	20.11 DRIVER CONTROLS AND INSTRUMENT PANEL	All switches, except the master control, windshield wipers/washers, and dimmer switch for the dash lights will be metal toggle switches.	New Flyer requests approval to provide rotary switches, rotary potentiometers or push button switches for the defroster controls, climate control, covert switch, and mirror heater switch.	Approved with clarification.	The covert (alarm) switch must be a metal, double-pole, spring loaded switch (similar to kneeling switch) and protected by a guarded cover to prevent accidental activation.

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93	84	20.11 DRIVER CONTROLS AND INSTRUMENT PANEL	b)Primary/Secondary Air Pressure Gauge (must be at least 3.5 inches in diameter)	New Flyer requests approval to provide air pressure gauges integrated into the Vansco instrument cluster with the face of the gauges approximately 2 inches in diameter.	Approved	
94	84	20.11 DRIVER CONTROLS AND INSTRUMENT PANEL	j)Stop Request (yellow)	New Flyer requests approval to provide a red stop indicator as was provided on latest CATA builds.	Approved with clarification.	CATA is requesting a Stop Request indicator light that is more easily visible by the operator. The current location on recent builds is not easily visible. A second indicator may be provided in addition with what has been provided in the Vansco panel.
95	84	20.11 DRIVER CONTROLS AND INSTRUMENT PANEL	The sensor will be closed circuit type.	New Flyer requests approval to provide the following sensors which have been identified as non-closed circuit type: - Low coolant sensor - Low fuel sensor - Front height sensor - Kneel sensor	Approved	
96	84	20.11 DRIVER CONTROLS AND INSTRUMENT PANEL	A contact switch on the instrument panel will be provided to allow testing of the indicators.	New Flyer requests approval to provide indicator testing features that are integrated in the Vansco instrument cluster start up function.	Approved	
97	85	20.12.3 WIRING	All wiring harnesses over six feet in length and containing more than five wires will include 20 percent excess wires for spares.	New Flyer requests approval to provide 10% spare wires per APTA guidelines similar to previous New Flyer builds for CATA.	Approved	
98	85	20.12 WIRING	All electrical relay boxes and junctions below the side window must be completely sealed to prevent leakage of water.	New Flyer requests approval to provide a side console below the window line that is not sealed but with components that have IP ratings that are suitable for the environment in which they are exposed.	Approved	

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99	87	21.1.2 HEATING SYSTEM	An under seat heater with a minimum rating of 45,000 BTU will be provided.	New Flyer requests approval to provide MCC floor heaters with a rating of 41,000 BTU. Reference drawing 576652 for additional information.	Approved	
100	87	21.1.9 HEATING SYSTEM	The pump shall be an EMP WP-29 or approved equal high performance, long life, severe duty electric water pump.	New Flyer requests approval to provide a Rotron booster pump on the 40' bus.	Approved	
101	88	21.2.3 VENTILATION SYSTEM	A small blower motor will be mounted over the drivers area to allow the driver to increase airflow in the drivers compartment.	New Flyer would like to clarify that we cannot provide a driver's booster fan on diesel or hybrid models due to the rooftop HVAC. The proximity of the rooftop main HVAC unit to the driver provides sufficient airflow to the driver's area without the need for a booster fan.	Approved	
102	88	21.4.1 AIR CONDITIONING	At 110 degrees F ambient temperature, the air conditioning system will have sufficient capacity to maintain a 25 degree, + of - 3 degrees, differential from the outside ambient temperature throughout the entire bus in thirty minutes with the engine operating at 1500 RPM.	New Flyer requests approval to provide a HVAC system that meets the APTA White Book requirement for cooling of the bus. It shall be capable of reducing the passenger compartment temperature from 115 to 95 °F in less than 20 minutes after engine start-up. This matches what was provided on your previous Xcelsior build.	Approved	
103	88	21.4.3 AIR CONDITIONING	The buses shall be based on the use of Class II refrigerant such as R134A.	New Flyer would like to clarify that R407 refrigerant is mandated by Thermo King with the Optional Electric HVAC system requested in section 39.7. R134 can be provided with the conventional HVAC system on the base configuration.	Approved	
104	89	21.4.4 AIR CONDITIONING	The 60-foot buses shall have the evaporator located on the roof of the vehicle with the condenser units mounted in the rear of the vehicle structure.	New Flyer requests approval to provide a roof mounted Thermo King RLF HVAC unit, which was specially designed for the diesel and hybrid proposed bus platforms.	Approved	
105	89	21.4 AIR CONDITIONING	The 40-foot buses shall have the units installed in the rear of the vehicle.	New Flyer requests approval to provide a roof mounted Thermo King RLF HVAC unit, which was specially designed for the proposed bus platform.	Approved	

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106	90	22.1.1.FINISH	Metal surfaces to be painted will be properly cleaned, etched, and primed as appropriate for the paint used prior to the application of paint so as to ensure a proper bond.	New Flyer requests approval to provide paint application in accordance with our paint quality standard. Please refer to the attached information.	Approved	
107	90	22.1.2 FINISH	Paint will be applied smoothly and evenly with the finished surface free of dirt, runs, orange peel, and other imperfections.	New Flyer requests approval to provide paint application in accordance with our paint quality standard. Please refer to the attached information.	Approved	
108	90	22.2.1 INTERIOR COLORS	The ceiling will be Gloss White non-Textured either an approved vinyl clad steel or melamine white in color.	New Flyer requests approval to provide Antique White ceiling panels made of ABS plastic. This is inherent to the design of the Xcelsior bus.	Approved	
109	90	22.2.2 INTERIOR COLORS	The rear bulkhead will be painted with a polyurethane paint with the color to be approved by CATA.	New Flyer requests approval to provide a rear bulkhead made from melamine to match the interior sidewall panels. This matches what was provided on your previous Xcelsior build.	Approved	
110	91	22.4 UNDERCOATING	22.4.3 The bidder will be required to provide a full three-year or 200,000-mile rust through protection warranty.	New Flyer requests approval for the body and body structure warranted to be free from defects, related defects, and to maintain structural integrity for three years or 150,000 miles, whichever comes first. The body and body structure includes the components that are mechanically fastened or adhesively bonded or glued as part of the structure.	Approved	
111	91	22.5.3 DECALS AND MONOGRAMS	The bidder will not affix to the exterior or interior of the bus any logos or identification without prior written permission from CATA	New Flyer requests approval to provide a small New Flyer logo on the mandatory VIN and EPA decals.	Approved	

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Action	Number	Model	Section	Bid Reference Page	Description	Justification	CATA RESPONSE:	CATA COMMENTS:
RFA	RFA 33	All	3.0 BASIC BODY CONFIGURATION REQUIREMENTS / 3.1.3 2.5 WARRANTY OF BASIC VEHICLE STRUCTURE	39 106	<p>The bus must be capable of operating 15,000 miles between road calls and 1,000,000 miles between physical safety defects. CATA defines a road call as a failure resulting in an en route interruption in revenue service. A physical safety defect is defined by CATA as a failure in the bus mechanical system that could directly lead to passenger and driver injury and represents a severe crash situation.</p> <p>The Contractor will warranty the frame and suspensions members of the buses of six years or 300,000 miles, whichever occurs first. This warranty will not cover springs, shock absorbers or other normal wearing parts. The Contractor is not liable for warranty if CATA void the warranty as outlined in Section 1.2. If the frame or suspension fails or shows indication of imminent failure, CATA will immediately notify the Contractor of the defect. Within 10 calendar days of notification of failure the Contractor will inform CATA on how the Contractor will repair the vehicle. Repair of frame and suspension failures will be the responsibility of the Contractor. Within 20 calendar days of notification of the failure the Contractor will begin the repair of the frame and suspension defects. If the vehicle is out of service for 35 or more calendar days from the date of notification of failure, the Contractor will have to provide a substitute vehicle with equal or greater seating capacity or CATA will assess a maximum of \$200 per day as liquidated damages against the contract, beginning on the fortieth day and continuing until the defect is repaired and the vehicle is returned to revenue service.</p>	<p>Proposer has a diligent process in place to ensure that appropriate measures are taken, in compliance with applicable laws, in the event of a safety defect.</p> <p>In line with the APTA Bus Procurement Guidelines, Proposer requests to remove section 3.1.3 of the Technical specifications and add the following sections:</p> <ul style="list-style-type: none"> • Add Sections 1.2.14 and 1.2.15 of the APTA Bus Procurement Guidelines to the Technical Specifications' definitions section, which shall read as follows: <p>1.2.14 Class 1 Failure (physical safety): A failure that could lead directly to passenger or operator injury and represents a severe crash situation.</p> <p>1.2.15 Class 2 Failure (road call): A failure resulting in an en route interruption of revenue service. Service is discontinued until the bus is replaced or repaired at the point of failure.</p> <ul style="list-style-type: none"> • Replace section 2.5 of the Warranties portion of the RFP with the following: <p>"The Contractor will warranty the frame and suspensions members of the bus for six years or 300,000 miles, whichever occurs first, <u>against corrosion failure sufficient to prevent Class 1 or Class 2 Failure</u>. This warranty will not cover springs, shock absorbers or other normal wearing parts. The Contractor is not liable for warranty if CATA void the warranty as outlined in Section 1.2. If the frame or suspension fails or shows indication of imminent failure, CATA will immediately notify the Contractor of the defect. Within 10 calendar days of notification of failure the Contractor will inform CATA on how the Contractor will repair the vehicle. Repair of frame and suspension failures will be the responsibility of the Contractor. Within 20</p>	See Comment	Response has been provided in the CATA letter head "Q and A" section.
RFA	RFA 34	All	3.2 VEHICLE CONSTRUCTION / 3.2.1	40	The bus body will be made of rectangular galvanized steel or aluminum tubing welded together to form a solid frame	The Proposer is offering a bus with a structure made of Stainless Steel. A stainless steel structure offers both superior strength and anti-corrosion properties that are ideally suited for environments such as Lansing. We request your approval	Approved	
RFA	RFA 35	All	3.2 VEHICLE CONSTRUCTION / 3.2.2	40	The passenger and engine compartment shall be separated by a bulkhead(s) which will by the incorporation of fireproof material in its construction, be a firewall. This firewall shall preclude or severely retard propagation of an engine compartment fire into the passenger compartment. Only necessary openings will be allowed in the firewall and these all will be fireproof. Any passageway for air from the climate control system will be separated from the engine compartment by fireproof material. Piping throughout the bulkhead will have copper, steel, or brass piping on the forward side. Wiring may be provided to prevent or severely retard fire propagation throughout the firewall. The conduit and bulkhead connectors shall be sealed with fireproof material at the firewall	The Proposer offers a bus where the wall separating the passenger compartment from the engine compartment is built of stainless steel 14 GA (1.9 mm) thick panels and used as firewall. Stainless steel structure and sheets are used as firewall. Endothermic Firestop Caulking is used to seal the passage ways of all piping going through the firewall and the resin impregnated wood blocks in the upper section where the coolant lines and electrical harness pass from the engine compartment to the baselight. Bulkhead connectors and fittings are not used. We request your approval.	Approved	

RFP 2018-104-LARGE (40' 60') BUS PURCHASE
 QUESTIONS SUBMITTED AND CATA RESPONSES

Action	Number	Model	Section	Bid Reference Page	Description	Justification	CATA RESPONSE:	CATA COMMENTS:
RFA	RFA 36	All	3.2 VEHICLE CONSTRUCTION / 3.2.3	40	Bidders shall provide full information on the anti-corrosion treatment planned for the bus acquired under these technical specifications for CATA's review and approval.	The Proposer offers a bus with a stainless steel corrosion resistant structure with the following corrosion protection. Hollow tubular frame members have open ends or drain holes close to weld joints to allow any moisture/condensation to escape. No coating is applied on interior surfaces of tubing. Corrosion protection is applied as follows: Lower half of the structural frame walls are externally coated with Sico epoxy 577-623 coating. Sikaflex 221 caulking is applied between stitchwelds that join metal sheets to structural tubes. Underside of the structure and structural wheel housings is coated with Tectyl 3344 undercoating. We request your approval.	Approved	
RFA	RFA 37	All	3.3 EXTERIOR PANELS / 3.3.2	41	The exterior skin of the bus will be either fastened to structural members by spot welds or by an approved fastener system....The exterior panels may be made of aluminum of a thickness not less than .0598 inches thick or of stainless steel of a thickness not less than .0394 inches thick or an approved fiberglass or composite material...	The Proposer's bus has fiberglass body panels. All exterior panels are made of composite materials bonded in place with structural adhesive. This process eliminates the need for mechanical fasteners, and prevents corrosion and the forming of stress risers. We request your approval.	Approved	
RFA	RFA 38	40FT	3.5 WHEELHOUSE / 3.5.1	41	All wheelhouses shall be constructed of stainless steel. The wheelhouse must be able to resist damage from, and preclude the entry of, foreign objects.	The Proposer's 40ft bus has front axle wheelhouses constructed of stainless steel and rear wheelhouses constructed of reinforced fiberglass that meet successfully the 2 in steel ball impact test with at least 200 ft-lb of energy without penetration & fire resistance of the Standard Bus Procurement Guidelines (White Book). We request your approval.	Approved	
RFA	RFA 39	ARTIC	3.5 WHEELHOUSE / 3.5.1	41	All wheelhouses shall be constructed of stainless steel. The wheelhouse must be able to resist damage from, and preclude the entry of, foreign objects.	The Proposer's 60ft bus has front axle wheelhouses constructed of stainless steel, center axle wheelhouses made of molded plastic, and rear wheelhouses constructed of reinforced fiberglass that meet successfully the 2 in steel ball impact test with at least 200 ft-lb of energy without penetration & fire resistance of the Standard Bus Procurement Guidelines (White Book). We request your approval.	Approved	
RFA	RFA 40	All	3.10 TOW EYES / 3.10.1	42	Tow eyes shall be provided at both the front of the bus and the rear of the bus in an approved location.	The Proposer's bus has toe eyes only at the front location. Rear toe eyes are not available. We request your approval.	Approved	
RFA	RFA 41	All	4.1 FLOOR / 4.1.1	44	The floor shall be made of ¾ inch thick seven ply Douglas Fir, Premium DGPA, Grade AB, marine plywood.	The Proposer is offering a composite subfloor. This composite floor consists of a foam-filled, honeycomb core, encapsulated in glass reinforced, unsaturated polyester resin; manufactured by a vacuum-assisted, resin infusion process. This makes it much stiffer than plywood and 31% lighter than ACQ plywood, with the same thickness. The flooring reduces thermal energy transmission by 60% and is self-insulating. It is durable, will not rot, warp, mildew, split or delaminate due to water exposure. The flooring is also impervious to insects and termites. We request your approval.	Approved	

RFP 2018-104-LARGE (40' 60') BUS PURCHASE
 QUESTIONS SUBMITTED AND CATA RESPONSES

Action	Number	Model	Section	Bid Reference Page	Description	Justification	CATA RESPONSE:	CATA COMMENTS:
RFA	RFA 42	All	4.3 FLOOR COVERING / 4.3.4	45	The floor covering will be RCA Rubber or approved equal	The Proposer uses Gerflor Tarabus floor coverings, a material which provides non-slip surface and high durability. We request your approval.	Approved	
RFA	RFA 43	All	5.1 DESTINATION SIGNS/AUTOMATIC STOP ANNOUNCEMENT / 5.1.4	57	The characters on the front destination sign shall measure at least 9.4 inches high, but not more than 12 inches and be double stroked.	The destination signs currently provided to CATA have a front sign character height of 9.0". The Proposer requests approval to provide product matching your current fleet.	Approved	
RFA	RFA 44	All	5.1 DESTINATION SIGNS/AUTOMATIC STOP ANNOUNCEMENT / 5.1.6	57	The signs shall have characters at least 4.5 inches in height.	The destination signs currently provided to CATA have a side sign character height of 4.3". The Proposer requests approval to provide product matching your current fleet.	Approved	
RFA	RFA 45	All	5.1 DESTINATION SIGNS/AUTOMATIC STOP ANNOUNCEMENT / 5.1.9	58	The system shall operate automatically by taking inputs from an integrated Voice Announcement and relaying the information through a controller and out through an infrared LED's on an emitter. The emitter is composed of infrared LED's and shall be mounted over the front door of the vehicle.	The Proposer requests that this paragraph be removed from the specification as we have been informed by the supplier that the Infrared Transmitter product commercially known as Talking Signs is no longer available	Denied with clarification.	CATA is not specifically requesting Talking Signs. Stop announcements are generated through the AVL system.
RFA	RFA 46	All	5.1 DESTINATION SIGNS/AUTOMATIC STOP ANNOUNCEMENT / 5.1.10	58	An Integrated voice system shall be installed in each coach. The system shall provide audio and visual destination and next stop information to passengers on the vehicle and to those waiting to board curbside.	Please be aware that the Destination Sign System is capable of providing wireless file transfer through the AVL system using either J-1708 or Ethernet. Please confirm your approval.	Approved	
RFA	RFA 47	All	5.1 DESTINATION SIGNS/AUTOMATIC STOP ANNOUNCEMENT / 5.1.10	58	An Integrated voice system shall be installed in each coach. The system shall provide audio and visual destination and next stop information to passengers on the vehicle and to those waiting to board curbside.	According to the Destination Sign System Supplier and the AVL System Supplier, the AVL system supplier (Trapeze) is the system which actually provides the Automatic Stop Announcements. Please confirm.	Approved	
RFA	RFA 48	All	5.1.11 Automatic Vehicle Location (AVL) System	59	CATA is requesting a quote to include both provisions for and the installation of an Automatic Vehicle Location (AVL) system. The system will require the following components; - On Board Server (OBS) TME-Light...	We have been informed by the supplier that the Onboard Server (OBS) TME-Light also known as NOVUS is no longer available. It has been replaced by the Trapeze TransitMaster System. Special software for this system can replicate the interface from the previous system. We request your approval for the TransitMaster system.	Denied with clarification.	Novus is still available utilizing In Vehicle Logic Unit (IVLU) hardware in lieu of On Board server (OBS). TransitMaster is not compatible.
RFA	RFA 49	All	5.11 FAREBOX / 5.11.1	62	CATA utilizes a GFI Odyssey Validating farebox with Magnetic Card Reader and T.R.I.M. unit. The fare box shall be provided loose in the vehicle, and mounted in the bus by CATA.	The Proposer wishes clarification on whether the farebox will be supplied by CATA or by the Proposer.	See Comment	CATA requests the proposer to include fareboxes in their proposal as a deliverable.
RFA	RFA 50	All	7.3 COOLING SYSTEM / 7.3.7	67	The cooling systems shall be EMP TK unit, or approved equal compact single-fan thermal system, fully controllable...	The Proposer offers a proprietary Proposer/Modine cooling system. Our vehicles are equipped with a proprietary electrically driven cooling system, manufactured by Modine. It has electrically driven fans with programmable reverse operation and diagnostics with the VBEA multiplexing system. We request your approval.	Approved	

RFP 2018-104-LARGE (40' 60') BUS PURCHASE
 QUESTIONS SUBMITTED AND CATA RESPONSES

Action	Number	Model	Section	Bid Reference Page	Description	Justification	CATA RESPONSE:	CATA COMMENTS:
RFA	RFA 51	All	7.3 COOLING SYSTEM / 7.3.9	67	A properly sized spin on disposable water conditioner element shall be included as part of the cooling system.	The Proposer does not offer a water conditioner element. If required, we can provide a water filter without supplemental additives, as depending on the type of refrigerant used supplemental additives may lead to overdosing of the refrigerant and damage to the system. We request your approval.	Approved	
RFA	RFA 52	All	7.6 ENGINE COMPARTMENT / 7.6.4	68	A mechanical oil pressure gauge with a maximum oil pressure reading of 70 PSI and a water temperature gauge shall be provided along with...	The Proposer offers engine oil pressure and coolant temperature information through the ACTIA Electronic Master Gauge located on the engine control box and on the driver's dash. We request your approval.	Approved	
RFA	RFA 53	All	7.6 ENGINE COMPARTMENT / 7.6.6	69	All lubricant sumps shall be fitted with a magnetic-type external hex head drain plug of a standard American size	The Proposer does not offer an engine magnetic drain plug as Cummins engines are not fitted with magnetic-type drain plugs and may affect departure angle. We request your approval.	Approved	
RFA	RFA 54	40FT Diesel & ARTIC Diesel	12.0 BRAKES / 12.1.4	75	A shielded switch shall be provided in the front of the bus to allow the operator to disable the retarder when desired because of street or operating conditions.	The Proposer can install a retarder switch. However, we wish to clarify that the retarder function contributes to the efficient operation of the brake system. Removal of the retarder function can lead to overheating of the brakes and also a reduction in brake life. For this reason the momentary retarder switch is linked to a timer function. The timer function works as follows: when the switch is activated, the retarder function is disabled for a cumulative period of 2 minutes of braking time without retarder. After a cumulative 2 minutes of braking time, there is a 30 minutes brake cool down period. The retarder cannot be disabled during the cool down period. A tell Tale indicator shows the retarder status at any time. We request your approval.	Approved with clarification.	CATA wishes to have the ability to fully disable the retarder without time limits.
RFA	RFA 55	All	15.0 KNEELING/RIDE HEIGHT FEATURE / 15.1.3	77	The time to kneel and rise shall be adjustable from outside the bus, and shall require hand tools.	The Proposer offers a kneeling operation that is controlled by a timing function of the multiplex system. It is adjustable with a PC from inside the bus. We request your approval.	Approved	
RFA	RFA 56	All	16.0 STEERING / 16.1.5	78	Power steering lines from the engine compartment in the rear of the bus to the power steering box in the front of the bus will be made of stainless steel and shall have replaceable filters in both the pressure and return side of the system.	The Proposer's bus has steering lines made of steel. However, the steering lines are isolated from the outdoor elements by being enclosed within the bus structure. The steering lines are expected to last the lifetime of the bus. We request your approval.	Approved	
RFA	RFA 57	All	17.0 WHEELS / 17.1.1	78	The bus shall be equipped with single piece molded, ventilated steel wheels using hub mounting with a minimum of ten lug holes and five vent holes. Stainless steel wheel covers shall be provided for front wheel positions. Rear wheels will come painted with a gloss white finish.	The Proposer is offering polished aluminum wheels in place of the steel wheels with stainless steel covers. Aluminum wheels are both stronger and lighter than steel wheels thereby benefitting fuel economy. Aluminum wheels also offer longer service life due to covers on steel wheels being damaged or falling off in service when a bus hits a curb. We request your approval.	Approved	

RFP 2018-104-LARGE (40' 60') BUS PURCHASE
 QUESTIONS SUBMITTED AND CATA RESPONSES

Action	Number	Model	Section	Bid Reference Page	Description	Justification	CATA RESPONSE:	CATA COMMENTS:
RFA	RFA 58	All	20.7 POWER SUPPLY / 20.7.2	82	The bus shall be equipped with an industrial programmable logic control system. The system shall be installed in the interior of the coach at the ceiling level and secured from moisture and dirt. The electrical system shall be similar to a Vansco programmable control system, or approved equal.	We request approval for the Volvo VBEA Multiplex system.	Approved	
RFA	RFA 59	All	20.11 DRIVER'S CONTROLS AND INSTRUMENT PANEL	84	All switches, except the master control, windshield wipers/washers, and dimmer switch for the dash lights will be metal toggle switches. CATA will not accept the use of rocker switches or push-pull switches. The layout and design of the instrument panel and control panel will be subject to CATA's review and approval.	The Proposer offers a Standard Instruments and Alarm Configuration which is very similar to the specified configuration. The Proposer's controls are a combination of toggle, rocker and push/pull switches. We request your approval.	Approved	
RFA	RFA 60	All	21.1 HEATING SYSTEM / 21.1.2	87	An under seat heater with a minimum rating of 45,000 BTU will be provided. This heater will provide additional heat to the front of the bus. This heater will turn on whenever the main heater is on. A separate thermostat will control this heater to prevent excessive heat in the front of the bus. This thermostat will be located in the front passenger area. An easily accessible filter will be installed in the air intake of the under seat heater. All under seat heater housings are to be stainless.	The Proposer is offering floor convectors due to the requirements of the passenger seating arrangement. The proposed floor heating system has been verified by the engineering department and has been deemed to be the most ideal system that will meet the heating requirements in the RFP. We request your approval.	Approved	
RFA	RFA 61	All	21.0 HEATING, VENTILATION, AND AIR CONDITIONING / 21.1.9	87	The pump shall be an EMP WP-29 or approved equal high performance, long life, severe duty electric water pump.	The Proposer is offering, depending on bus configuration, either a Spheros or Rotron severe duty electric pump. These pumps have been offered on our buses for many years and have proven to be very reliable. We request your approval.	Approved	
RFA	RFA 62	ARTIC	21.4 AIR CONDITIONING / 21.4.4	89	The 60-foot buses shall have the evaporator located on the roof of the vehicle with the condenser units mounted in the rear of the vehicle structure.	The Proposer offers a bus with a HVAC system that incorporates the evaporator and condenser units into a single roof mounted assembly. We request your approval.	Approved	
RFA	RFA 63	40FT	21.4 AIR CONDITIONING / 21.4.4	89	The 40-foot buses shall have the units installed in the rear of the vehicle.	The Proposer offers a bus with a HVAC system that incorporates the evaporator and condenser units into a single roof mounted assembly. We request your approval.	Approved	
RFA	RFA 64	40FT	21.4 AIR CONDITIONING / 21.4.6	89	HVAC units will be similar to the Thermo King IntelligAIRE III or approved equal. Systems shall be of the same manufacture.	The Proposer is offering a Thermo King AM2 960 with a brushless screw compressor. We request your approval.	Approved	
RFA	RFA 65	ARTIC	21.4 AIR CONDITIONING / 21.4.6	89	HVAC units will be similar to the Thermo King IntelligAIRE III or approved equal. Systems shall be of the same manufacture.	The Proposer is offering a Thermo King AM2 960 + 700 with a brushless screw compressor. We request your approval.	Approved	

RFP 2018-104-LARGE (40' 60') BUS PURCHASE
 QUESTIONS SUBMITTED AND CATA RESPONSES

Action	Number	Model	Section	Bid Reference Page	Description	Justification	CATA RESPONSE:	CATA COMMENTS:
RFA	RFA 66	40FT Hybrid	21.4 AIR CONDITIONING / 21.4.6	89	HVAC units will be similar to the Thermo King IntelligAIRE III or approved equal. Systems shall be of the same manufacture.	The Proposer is offering a Thermo King E800. The Thermo King E800 uses R407 refrigerant. The unit is self-contained and requires very low maintenance thereby reducing refrigerant replacement. Due to the self-contained design, the unit also requires less refrigerant than non-electric units. We request your approval.	Approved	
RFA	RFA 67	All	22.3 EXTERIOR COLORS / 22.3.2	90	Entire bus body will be painted white with black around the side and front windows. The rear A/C cover will also be painted black.	We request approval to provide color impregnated gel-coated panels (high gloss -90 +/-10 at 60deg) instead of a painted finish. The Gel coated panels have no orange peel, minimize maintenance by providing ease of repair and eliminating the need to re-paint the bus. The appearance is rendered by exterior Fiberglass White Gelcoat panels color Lily with decals.	Approved	
RFA	RFA 68	All	22.3 EXTERIOR COLORS / 22.3.2	90	Entire bus body will be painted white with black around the side and front windows. The rear A/C cover will also be painted black. The exact paint schematic will be provided after the award of the bid.	The Proposer requests an approximate paint schematic or photos of current buses that may be similar to the proposed bus in order to better estimate the paint cost.	See Comment	See CATA pictures, Exhibit C.
RFA	RFA 69	All	22.3 EXTERIOR COLORS / 22.3.3	90	As an option, vendor should include pricing for installation of CATA vinyl decals, logos, readings, and bus numbers.	The Proposer would like clarification on the supply of the vinyl decals, logos, readings and bus numbers. Will CATA supply these items or is the Proposer to supply them in accordance to a CATA design?	See Comment	CATA wants the proposer to supply the decals, logos, bus numbers and associated graphics.
RFA	RFA 70	All	13.2 ELECTRIC DRIVEN AIR COMPRESSOR (OPTIONAL) 16.0 STEERING 21.4.7 ELECTRICAL AIR CONDITIONING (OPTIONAL)	76 78 89	CATA is requesting an optional proposal for providing the bus air supply through an electric driven air compressor source... Electric assisted power steering is an acceptable system for which CATA is requesting an optional proposal... The electric air conditioning system shall be a self-contained unit...	The Proposer wishes to clarify that electrical accessories (apart from the doors) will only be offered on the 40 ft. hybrid configuration. These electrical accessories are not available on the 40 and 60 ft. diesel and 60 ft. hybrid configurations.	Approved	

**RFP 2018-104-LARGE (40' & 60') BUS PURCHASE
"REVISED" TERMS AND CONDITIONS
EXHIBIT A**

APPENDIX A

**CAPITAL AREA TRANSPORTATION AUTHORITY
STANDARD TERMS AND CONDITIONS OF PROCUREMENT**

A. THE FOLLOWING TERMS AND CONDITIONS WILL BE A PART OF THE CONTRACT AWARDED.

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 Contractor was not in default or, (b) the Contractor's failure to perform is without his control, fault or negligence, the termination shall be deemed to be a termination for convenience under the following Paragraph 3.
3. **TERMINATION FOR CONVENIENCE.** CATA, by written notice, may terminate the contract, 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. **ADDITIONAL INFORMATION.** The Contractor shall promptly furnish any additional information requested by CATA relative to the equipment it proposes.
5. **SUPPLIER RESPONSIBILITY.** No advantage shall be taken by the Contractor or its Subcontractor in the omission of any part or detail which goes to make the equipment complete and operable for use by CATA. In case of any variance, this specification shall overrule Contractor or Subcontractor specifications. The Contractor shall assume responsibility for all materials used whether the same is manufactured by the Contractor or purchased ready made from a source outside Contractor's company. In the case of the replacement of a Subcontractor, the Contractor must, within five (5) working days, notify

CATA in writing of the replacement and provide name, address, telephone number, and the type of service.

6. DELIVERY. Service and/or equipment will be delivered to Capital Area Transportation Authority, 4615 Tranter Street, Lansing, Michigan 48910. The Authority will assume custody of all property at one of its other locations, if so directed, in writing by CATA. Invoices shall be furnished with the delivery of each item. CATA reserves the right to inspect all deliveries or services before acceptance.
7. 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. Contractor shall be subject to all legal remedies that CATA may have and CATA may recover, in addition to any damages or costs relating to failure to comply, its reasonable attorneys' fees resulting from Contractor's breach.
8. DISPUTES (AFTER BID AWARD). Except as otherwise provided in the contract, any dispute concerning a question of fact arising under the contract which is not disposed of by agreement between CATA and Contractor shall be decided by CATA's Program Manager in writing, with a copy mailed or otherwise furnished to the Contractor. The decision of CATA shall be final and conclusive unless within ten (10) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to CATA a written appeal addressed to CATA's Chief Executive Officer for the determination of such appeal, which shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of the dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with CATA's decision.
9. DELIVERY EXTENSION AND DELAYS. CATA reserves the right to extend, postpone or reschedule delivery in case the delivery of service equipment, under this contract, shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, as detailed in writing by the Contractor, the time of completion or a delivery shall be extended by a number of days to be determined in each instance by CATA.
10. INSTALLATION. If specified, the Contractor shall install and place in operation, subject to approval by CATA, the equipment at the Contractor's expense within thirty (30) days from issuance of a notice to install issued by CATA.
11. INSTALLATION EXTENSION AND DELAYS. CATA reserves the right to extend, postpone, or reschedule installation in case the installation of equipment under this contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason or cause or circumstances beyond the control of the Contractor. The time of completion or installation shall be extended by a number of days to be determined in each instance by CATA.
12. ASSEMBLY. . If required, the Contractor shall assemble the equipment at its expense prior to installation.
13. ACCESSORIES. The Contractor shall furnish, without additional cost, all accessories required to permit CATA to operate any equipment being provided.
14. TRAINING. The Contractor, without additional cost, shall properly train CATA personnel in the operation and maintenance of the equipment provided.

15. SERVICE MANUAL AND WIRING SCHEMATIC. If specified, the Contractor will provide at least one copy of a service manual and at least one copy of a wiring schematic for individual components and other schematics and drawings.
16. WARRANTY. The Contractor shall describe its policy or warranty(s) both on workmanship and material as applying to the equipment, along with the method or adjustment, and shall be further subject to warranty requirements of CATA as set forth in the following Paragraph 17.
17. CATA WARRANTY. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable warranties the Contractor gives any customer for such equipment and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to CATA by any other clause of this contract. The Contractor shall state the warranty and supply with its bid.
18. INSURANCE. The Contractor shall place and maintain with responsible insurance carriers the following insurance. The Contractor shall deliver to CATA, upon request, certificates of insurance which shall provide thirty (30) days' written notice to be given to CATA in the event of cancellation. Contractor shall require all Subcontractors to maintain adequate insurance coverage.
 - (a) Workers' Compensation and Employer's Liability Insurance.
 - (1) Workers' Compensation in compliance with the applicable state and federal laws.
 - (2) Employer's Liability. Limit \$1,000,000.
 - (b) Commercial General Liability Insurance, including Professional Liability, Blanket contractual, XCU Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence/claim, subject to a \$2,000,000 annual aggregate for Professional Liability, Completed Operations and Personal Injury other than Bodily Injury.
 - (c) Automobile Liability Insurance, including owned, hired and non-owned automobiles, Bodily Injury and Property Damage, to a combined single limit of \$1,000,000 each occurrence.
19. 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.
20. ACCEPTANCE OF MATERIAL - NO RELEASE. Unless CATA otherwise agrees in writing, acceptance of any portion of the material prior to final acceptance shall not release the

Contractor from liability for faulty workmanship or materials or for failure to fully comply with all of the terms of this contract. CATA reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the contract requirements and specifications; provided, however, that CATA is under no duty to make such inspection and no inspection so made shall relieve Contractor from any obligation to furnish materials and workmanship in accordance with the contract requirements and specifications.

21. FINAL ACCEPTANCE. Upon final acceptance by CATA of all work to be performed by the Contractor, CATA will so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.
22. LIQUIDATED DAMAGES. If the Contractor fails to deliver the requirements by the date as set forth in the bid documents scheduled for delivery, CATA shall be paid damages for each consecutive calendar day thereafter until the goods are delivered, unless a completion date is extended by CATA in writing. Inasmuch as the amount of such damages will be extremely difficult to ascertain, the Contractor agrees to compensate CATA the sum of \$_____ N/A_____ per day, which sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that CATA will suffer by reason of said delay and default and not as a penalty; and CATA shall have the right to deduct such sum from any amounts which may otherwise become due under contract.
23. NO ASSIGNMENT OF CONTRACT. Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.
24. DEFECTIVE WORKMANSHIP AND MATERIAL. When and as often as CATA determines that the work done or being done under the contract or the kind of quality or materials supplied in connection therewith are not fully and completely in accordance with any requirement of the contract documents, it may give notice of such noncompliance to the Contractor in writing and the Contractor shall immediately upon receipt of such notice do all things required to remedy such noncompliance without additional cost to CATA. If the Contractor fails to comply with such written notice, then CATA, upon written notice to the Contractor, shall deduct the cost of repair, replacement or correction of defective or damaged work from the compensation due or to become due to the Contractor.
25. 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.
26. OWNERSHIP OF DOCUMENTS. All original documents, calculations, and work product produced by CONTRACTOR, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of CATA. CONTRACTOR shall have the right to retain a copy of such documents, calculations, and work product. CONTRACTOR shall make available to CATA copies of all CONTRACTOR correspondence, notes, and other papers relating to the work, upon request of CATA. All works of original authorship created in the scope of this Agreement are "works made for hire", as that term is used in connection with the U.S. Copyright Act. To the extent that by operation of law CONTRACTOR retains any intellectual property rights to any work product, CONTRACTOR hereby irrevocably assigns and licenses to CATA all right, title, and interest in such work product, including copyrights and patents, and agrees to execute such assignments and licenses as may be required in the opinion of CATA's legal counsel to confirm this provision. The work product produced by CONTRACTOR in the performance of services under this Agreement is intended for use by CATA solely for the purpose intended. Any use or reuse of such work product by CATA for any purpose other than its intended purpose shall be at the sole risk of CATA and without any liability or responsibility of CONTRACTOR. To the extent that the work product produced by CONTRACTOR contains standard design or construction details or other standardized material

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

- 27. EXCUSES FOR FAILURE TO PERFORM OR DELAYS. The Contractor will not be in default by reason of any failure in the performance of this contract, if such failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or the public enemy, acts of the government either in its sovereign or contractual capacity, fires, floods, and strikes. But in every case, a failure to perform must be beyond the control and without the fault or negligence of the Contractor or its Subcontractors. An excusable delay will permit the Contractor an extension of time for such reasonable period as may be mutually agreed upon between the parties.
- 28. COMPUTATION OF TIME. In computing a period of time prescribed by these conditions, the following rules apply:
 - (a) "Day" means days of the week (e.g., Monday through Friday), not business days.
 - (b) The day of the act or event after which the designated period of time begins is not included.
 - (c) The last day of the period is included, unless it is a Saturday, Sunday, or legal holiday. In that event, the period runs until the end of the next day that is not a Saturday, Sunday or legal holiday.
- 29. NOTICE. All notices and other communications required under this Contract shall be given in writing, signed by an authorized representative, and be personally delivered or delivered by overnight courier, or certified mail (return receipt requested) to the addresses set forth below:

To CATA: Chief Executive Officer
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: _____

- 30. 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.

31. 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.
32. COST COMPUTATION. The Federal Acquisition Regulation, 48 CFR, Chapter 1, Part 31.2, shall be used, in all instances, to determine the amount of costs incurred by Contractor that CATA shall be required to pay, or reimburse, to Contractor, including, without limitation, where this Agreement requires CATA to pay Contractor's costs as part of the contract price, where the contract price is adjusted resulting from changes to the requirements of Agreement, and when calculating the amount due Contractor pursuant to Termination for Convenience clause.
33. TRAVEL EXPENSES. CATA shall not reimburse Contractor for travel costs, including accommodations, meals, transportation and fuel costs, unless the travel activity and the travel costs have been approved in advance by an authorized representative of CATA. All travel costs to be paid by CATA shall not exceed amounts determined in conformance with the Federal Acquisition Regulation, 48 CFR Section 31.205-46, Travel Costs.

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

1. NONDISCRIMINATION.

- (a) Compliance with Regulations. Contractor shall comply with Federal Regulations relative to nondiscrimination of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), and with Executive Order 11246 titled Equal Employment opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulation (41 CFR 60) which are herein incorporated by reference and made a part of this contract. 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, Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) Nondiscrimination. With regard to the work performed by it during this contract, Contractor shall not discriminate on the grounds of race, color, sex, disability, religion, age, or national origin against any employee or applicant for employment or in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) In connection with the performance of services under this contract, Contractor agrees to comply with the State of Michigan provisions for "prohibition of discrimination in state contracts" as set forth in Appendix A dated March 19, 1998, a copy of which is attached hereto and made a part hereof.
- (d) ADA Access. All work performed and all services provided pursuant to this contract shall be in compliance with Federal policy to ensure that elderly individuals and individuals with disabilities have an equal right to use of public transportation services

and facilities. To the extent this Contract requires planning and design of services and facilities, special efforts shall be made to implement the transportation and accessibility rights of elderly individuals and individuals with disabilities. The work performed and services provided in this Contract shall be in compliance with all State and Federal statutes and laws ensuring equal access of transportation services and facilities for the elderly and individuals with disabilities, including 49 U.S.C. § 5301(d), § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and any applicable implementing Federal regulations or directives as they may from time to time be promulgated or amended.

- (e) This provision B.1 (a)-(e) will be included in all subcontracts relating to this contract. Further, each contract which Contractor signs with a Subcontractor must include the following assurance:

The Contractor, Subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, creed, disability, 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 US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

2. DBE REQUIREMENTS.

- (a) Contractor will carry out the applicable requirements of the Michigan Department of Transportation's Disadvantaged Business Enterprise ("DBE") program and 49 CFR 26, including, but not limited to those requirements set forth in Appendix B, attached hereto and made a part hereof. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CATA deems appropriate, which may include, but is not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages and/or disqualifying the Contractor from future bidding as non-responsible.
- (b) Contractor shall pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from CATA. In addition, Contractor shall return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed. Contractor must promptly notify CATA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete the work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CATA.

3. 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.

4. RECORDS/AUDITS. The Contractor shall maintain and retain, and shall require all its subcontractors to maintain and retain, complete and accurate books, documents, papers,

accounting records, contracts, and other evidence with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. 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. Contractor shall retain all work data, documents, records, accounts and reports related to this contract for a period of three (3) years from the date of final payment under this contract or from expiration or other termination of this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.

5. 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.
6. INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS. No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
7. 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 or excluded from participating in government contracts in the System for Award Management (SAM) at www.sam.gov.

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.

8. MDOT AND FTA TERMS. All contractual provisions that the Michigan Department of Transportation ("MDOT") or the Federal Transit Administration ("FTA"), by law or regulation, require to be included in contracts supported by state or federal financial assistance, including the requirements set forth in FTA Circular 4220.1F, as updated and amended, and the Master Agreement between CATA and FTA as it may be amended, are hereby incorporated by reference. FTA required terms and MDOT required terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. Contractor shall not refuse to comply with any CATA request to conform this contract to include MDOT or FTA required contractual provisions. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA to be in violation of the FTA mandated contractual provisions.

9. 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.
10. CLEAN AIR. 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.* If state or local air pollution regulations are in force, the more restrictive criteria shall govern. The Contractor and any subcontractors or suppliers must submit evidence to CATA that the governing air pollution criteria will be met. The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
11. BUY AMERICA PROVISIONS. Contractor agrees to comply with 49 U.S.C. 5323(j) and FTA's Buy America Regulations in 49 CFR Part 661. These require that iron, steel, and manufactured products used in FTA funded projects be produced in the United States, with specific provisions that apply to rolling stock procurements, unless a waiver has been granted by FTA or the product is subject to a general waiver. The continued accuracy of the certificate, attached as Appendix C, entitled "Buy America Certification", submitted with Contractor's proposal/bid is a term and condition of this Agreement.
12. CERTIFICATION REGARDING LOBBYING. This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix D), must be signed and returned as a term and condition of this Agreement and its terms are incorporated by reference herein.
13. PREVAILING WAGE. N/A
14. BID BOND. N/A
15. PROTESTS. Any protests shall be filed timely in accordance with the CATA Procurement Protest Procedures. These Procedures are available from the CATA Purchasing & Contracts Manager and the CATA CEO/Executive Director, at the following address: Capital Area Transportation Authority, 4615 Tranter Street, Lansing, MI 48910.
16. PERFORMANCE & PAYMENT BONDS. N/A
17. FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall not, by action or by inaction, cause CATA to be in violation of FTA regulations, policies, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.
18. NO GOVERNMENT OBLIGATION. Notwithstanding any concurrence by the Federal Government or MDOT in, or approval of, the solicitation or award of this Agreement, absent the express written consent by the Federal Government or by MDOT, neither the Federal Government nor the State of Michigan is a party to this Agreement, and neither shall be subject to any obligations or liabilities to CATA, the Contractor or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

19. CLEAN WATER. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
20. 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.
21. RECOVERED MATERIALS. N/A
22. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 ("Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use United States Flag air carriers for 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 United States Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
23. CARGO PREFERENCE. The Contractor agrees (a) to use privately owned United States Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States Flag commercial vessels; (b) to furnish within twenty (20) working days following the date of loading of shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of the rated, "on-board" commercial ocean bill of lading, in English, for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C., 20590. CATA (through the Contractor in the case of a subcontractor's bill of lading); and (c) to include these requirements in all subcontracts issued pursuant to this contract where the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.
 - (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Rights 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, or 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.
 - (b) 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 authority of 49 U.S.C. § 5307, the Federal 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, or the applicable Federal law to the extent the Federal Government deems appropriate.

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

25. SAFE OPERATIONS OF MOTOR VEHICLES

- (a) Seat Belt Use – Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or CATA.
- (b) Distracted Driving – Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle either Contractor or CATA owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

26. BUS TESTING. Contractor agrees to comply with the Bus Testing Requirements under 49 USC 538 (e) and FTA’s implementing regulation at 49 CFR Part 665, to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and provide that report to CATA prior to final acceptance of the first vehicle by CATA.

27. PRE-AWARD/POST-DELIVERY AUDIT. Contractor agrees to comply with 48 USC Section 5323 (m) and FTA’s implementing regulation at 49 CFR Part 663. Contractor shall comply with the Buy America Certifications submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery audit performed pursuant to 49 CFR Part 663 and related FTA guidance.

APPENDIX B

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act 453, Public Acts of 1976, Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. Contractor or its collective bargaining representative will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this appendix.
6. Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as Contractor itself, and said Contractor will permit access to its books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that Contractor has not complied with the contractual obligations under this Agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until Contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

APPENDIX C

ASSURANCES THAT CONTRACTORS AND SUBCONTRACTORS MUST MAKE PURSUANT TO US DOT REGULATION 49 CFR § 26, et seq

- A. Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex, in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR § 26 in the award and administration of DOT-assisted contracts. Failure of the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying the Contractor from further bidding as non-responsible.
- B. Each contract Contractor signs with a subcontractor must include the preceding assurance.

APPENDIX D

POLICY #204

DISADVANTAGED BUSINESS ENTERPRISE POLICY

The Capital Area Transportation Authority ("CATA") is committed to a policy of non-discrimination in the conduct of its business, including the procurement of goods and services. CATA will take affirmative action to assure maximum practical opportunity for participation of Disadvantaged Business Enterprise ("DBE") in the performance of contracts financed in whole or in part with funds from the United States Department of Transportation, the Federal Transit Administration ("FTA"), the Michigan Department of Transportation ("MDOT"), or other state and federal agencies with DBE programs.

The Executive Director of CATA will annually set an overall goal or goals as a "level playing field" for the amount of DBE participation that can reasonably be expected in the absence of discrimination. This goal will be based on demonstrable evidence of ready, willing, and able DBEs that are available to participate in government assisted contracts. Affirmative action shall be consistent with sound procurement principles and applicable law.


This Policy Statement will be executed by the Executive Director and the Board Chair of CATA, and then circulated to all Department Directors, and Department Managers within the organization and circulated to contracting organizations, the state offices which administer programs, and DBE organizations. The Executive Director will give public notice of DBE goals, how the goals were determined, and contact information for public comment.

CATA's Purchasing Manager shall be the DBE liaison for CATA and will be responsible for administering the program. The DBE liaison will report to the Assistant Executive Director and shall have direct access to the Executive Director, as necessary. The DBE liaison will work with all directors and department managers to insure the effective functioning of CATA's DBE program.

The efforts and results of the entire staff will be reported to the Board through the Development Report of the Executive Director.



Sam Singh, Board Chair



Sandra L. Draggoo, CEO/Executive Director

Adopted: 2/9/84
Amended: 6/27/84
11/14/84
3/15/89
10/19/05

APPENDIX E

BUY AMERICA CERTIFICATION

BUSES, ROLLING STOCK, AND ASSOCIATED EQUIPMENT, SEE 49 CFR 661.3

This procurement is subject to federal "Buy America" Requirements set forth in 49 U.S.C. 5323(j) and in Federal Transit Administration ("FTA") regulations at 49 CFR Part 661, which require that steel, iron, and manufactured products used in FTA-funded procurements be produced in the United States. Special requirements apply to rolling stock, as defined in the regulations. See 49 U.S.C. 5323(j)(2)(C), 49 CFR 661.11. In some cases, the requirement may be waived (49 CFR 661.7).

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

****PLEASE SIGN ONLY ONE OF THE TWO CERTIFICATES BELOW ****

<p>CERTIFICATE ONE:</p> <p style="text-align: center;">BUY AMERICA CERTIFICATE</p> <p>The bidder hereby certifies that it <u>WILL</u> comply with the requirements of 49 U.S.C. 5323(j) and applicable regulations in 49 CFR 661.11.</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>CERTIFICATE TWO:</p> <p style="text-align: center;">BUY AMERICA CERTIFICATE</p> <p>The bidder hereby certifies that it <u>CANNOT</u> comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the regulations in 49 CFR 661.7.</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>

APPENDIX F

CERTIFICATE 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 (11/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by 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 to the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date



**RFP 2018-104-LARGE (40' & 60') BUS PURCHASE
GENERAL CHANGES TO TERMS AND CONDITIONS
EXHIBIT B**

I. GENERAL CHANGES

- A. CHANGE: CATA's Standard Terms and Conditions of Procurement attached as Appendix A to the RFP (Original Date) are withdrawn. The Standard Terms and Conditions of Procurement attached as Exhibit A to this Amendment shall replace the withdrawn Terms and Conditions, and shall constitute Appendix A.

REASON FOR CHANGE: In conjunction with the recent Triennial review by the Federal Transit Administration, CATA has revised and reorganized its Standard Terms and Conditions of Procurement.

- B. CHANGE: Paragraph A.19. INDEMNIFICATION of CATA's Standard Terms and Conditions of Procurement shall be changed by adding the following to the existing language:

The obligations of the Contractor under this Paragraph A.19. shall not extend to circumstances where injury, death or damages are caused by the negligence of CATA, it's officers, employees or agents.

REASON FOR CHANGE: Response to vendor question.

- C. CHANGE: Paragraph A.22. LIQUIDATED DAMAGES of CATA's Standard Terms and Conditions of Procurement shall not apply to this procurement.

- D. CHANGE: Section 3, Paragraph 3.D. Ownership of the RFP is amended to read as follows:

All Proposals will become the property of CATA. All documents, calculations and work product produced by Contractor in the performance of this Agreement shall remain the property of Contractor subject to the right of CATA to monitor progress of work, to use





such materials in its operations and subject to document retention requirements. All works of original authorship or original design specifically authorized and paid for by CATA shall be subject to an irrevocable general use license to CATA and to the Federal Transit Administration.

REASON FOR CHANGE: Response to vendor question.

- E. CHANGE: Paragraph A.26. OWNERSHIP OF DOCUMENTS of CATA’s Standard Terms and Conditions of Procurement shall not apply to this Contract. Instead, the following language shall apply:
1. PROPRIETARY RIGHTS, OWNERSHIP OF DOCUMENTS AND RIGHTS IN DATA:
 - (a) The term “subject data” used in this clause means recorded information, all original documents, reports, designs, drawings, plans, specifications, notes, intellectual property and all other work product developed in the performance of this Contract, whether or not copyrighted. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term “subject data” does not include financial reports, cost analyses, or similar information incidental to Agreement administration.
 - (b) Subject data shall remain the sole property of Contractor provided, however, that CATA shall have a royalty-free, non-exclusive and irrevocable license to use subject data for the purposes of operating, maintaining and repairing the buses.
 - (c) CATA, and the Federal Transit Administration, shall each have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the following subject data for all purposes:
 - (i) Any subject data required to be developed and first produced in the performance of the Agreement and specifically paid for as





such under the Agreement, whether or not a copyright has been obtained; and

(ii) Any rights of copyright to which Contractor, sub-contractor or supplier purchases ownership for the purpose of performance of the Agreement and specifically paid for as such under the Agreement.

(d) Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Agreement.

REASON FOR CHANGE: Response to vendor question.

F. CHANGE: The Technical Specifications (Appendix I) Section I, Section 1.2 Definitions is amended to add the following definitions:

1.2.14 Class 1 Failure (physical safety): A failure that could lead directly to passenger or operator injury and represents a severe crash situation.

1.2.15 Class 2 Failure (road call): A failure resulting in an en route interruption of revenue service. Service is discontinued until the bus is replaced or repaired at the point of failure.

REASON FOR CHANGE: Response to vendor question.

G. CHANGE: The Technical Specifications (Appendix I) Section III, Warranties, Paragraph 2.5 Warranty of Basic Vehicle Structure is amended to read as follows:

The Contractor will warranty the frame and suspensions members of the bus for six years or 300,000 miles, whichever occurs first, against corrosion or structural fatigue failure sufficient to cause Class 1 or Class 2 Failure. This warranty will not cover springs, shock absorbers or other normal wearing parts. The Contractor is not liable for warranty if CATA voids the warranty as outlined in Section 1.2. If the frame or suspension fails or shows indication of imminent failure, CATA will immediately notify the Contractor of the defect. Within 10 calendar days of notification of failure the Contractor will inform CATA on how the Contractor will repair the vehicle. Repair of the frame and suspension failures will be the responsibility of the Contractor. Within 20





calendar days of notification of the failure the Contractor will begin the repair of the frame and suspension defects. If the vehicle is out of service for 25 or more calendar days from the date of notification of failure, the Contractor will have to provide a substitute vehicle with equal or greater seating capacity or CATA will assess a maximum of \$200 per day as liquidated damages against the contract, beginning on the fortieth day and continuing until the defect is repaired and the vehicle is returned to revenue service.

REASON FOR CHANGE: To clarify that CATA is seeking warranty against corrosion failure or structural fatigue. Response to vendor question.





RFP 2018-104-LARGE (40' & 60') BUS PURCHASE
CATA PICTURES – 40' & 60' BUSES
EXHIBIT C





CAPITAL AREA TRANSPORTATION AUTHORITY

Nathan Triplett, Board Chair • **Bradley T. Funkhouser**, AICP, Chief Executive Officer





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Nathan Triplett, Board Chair • **Bradley T. Funkhouser**, AICP, Chief Executive Officer





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