

# Capital Area Transportation Authority

## *Bus Tire Lease*

### Request for Proposal # 2018-122

#### SCHEDULE OF ACTIVITIES

RFP Released:	September 25, 2018
Written Questions Due to CATA:	October 3, 2018 @ 2:00 PM Eastern Time
CATA's Responses to Questions Released:	October 9, 2018
Number of Proposals and Due Date:	Submit (5) proposal copies and (1) electronic ("PDF") copy on CD/DVD or flash drive by 2:00 PM Eastern Time on October 25, 2018
Oral Interview(s)/(Optional)	Week of November 12, 2018, if held
Anticipated Award Date:	December 2018

Issued on September 25, 2018

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## SECTION I: PROCUREMENT PROCESS

### I-A Issuing Office

This Request for Proposal (“RFP”) is issued by Capital Area Transportation Authority (“CATA”), 4615 Tranter Street, Lansing, MI 48910.

**All RFP responses and communications regarding this project during the procurement process must be addressed to CATA’s Purchasing & Contracts Manager:**

Nicole Wilson  
Purchasing & Contracts Manager  
Capital Area Transportation Authority  
4615 Tranter Street  
Lansing, MI 48910  
Fax: (517) 394-3733  
E-mail: [nwilson@cata.org](mailto:nwilson@cata.org)

### I-B Project Management

The person designated to perform as CATA’s Project Manager **AFTER AWARD** of the Project is named below. This person is not to be contacted by respondents prior to award. The only CATA contact during the RFP process is CATA’s Purchasing & Contracts Manager named above.

Mr. Dan Hodges  
Director of Maintenance  
Capital Area Transportation Authority  
4615 Tranter Street  
Lansing, MI 48910

### I-C Project Oversight

The oversight of this CATA Project is the responsibility of the CATA Project Manager, or designee, named in Project Management Section I-B above.

The Contractor will be required to work with CATA staff and service agencies as directed by CATA throughout the duration of the Contract and attend Progress Meetings as required by the CATA Project Manager.

### I-D Incurring Costs

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

### I-E Contract Term

The activities in the CATA contract shall cover a period of five (5) years, beginning January 1, 2019 through December 31, 2024.

### I-F Type of Contract

Any contract resulting from this RFP will be a fixed price contract.

CATA reserves the right to expand or decrease service/use of the contract as conditions require.

## I-G Questions/Changes to the RFP

It is the desire of CATA to provide the same information to all interested parties to insure fairness and impartiality in the procurement process. To that end, CATA will not respond to telephone inquiries or personal visits. Visitation by respondents or their representatives may be made to CATA only at the pre-proposal meeting, if held. All questions are to be submitted in writing. **Submit written questions via e-mail to the CATA Purchasing & Contracts Manager at the address indicated in Section I above no later than the date and time indicated on the Schedule of Activities above.** Any changes made to this RFP, in response to the questions or concerns raised in any scheduled pre-proposal meeting or through correspondence received by CATA prior to the pre-proposal meeting, will be put in writing to all firms attending any scheduled pre-proposal meeting or otherwise indicating an interest in this project by the date stated on the above *Schedule of Activities* page. No changes will be made in the RFP after such changes/answers are distributed.

## I-H Pre-Proposal Meeting

N/A

## I-I Proposals

To be considered for the procurement, each respondent must submit a complete response to the RFP, using the designated format (if any) and accepting the requirements of Sections II and III below. Proposals are to be submitted only to the CATA Purchasing Manager's attention. No other distributions of proposals are to be made. An official authorized to bind the respondent to the proposal must sign the proposal in ink. Submission of a proposal shall bind the respondent to all provisions of the proposal, including costs, for a period extending not less than one hundred eighty (180) days following the Proposal Due Date, which is stated in the *Schedule of Activities* above. Submit the number of proposal copies per the directions indicated on the *Schedule of Activities* page above. Proposals, including price sheets, must be submitted to CATA by the time and date set as the Proposal Due Date indicated on the *Schedule of Activities* page above. The respondent is solely responsible for the timely delivery of the proposal to CATA. Except as provided below, late proposals will not be considered.

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

## I-J Acceptance of Proposal Content

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

## I-K Economy of Presentation

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

## I-L Primary Contractor Responsibilities

The selected contractor(s) (Primary Contractor) will be required to assume responsibility for all services offered in its proposal whether or not the contractor performs them. Further, CATA will consider the selected respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

If any part of the work is to be subcontracted: All subcontracted work to which costs will be passed through CATA or outside services must comply with CATA's procurement procedures. All bidding summary sheets must be attached to subcontractor receipts/invoices and sent to CATA. Any sole-source awards must be documented, and this documentation must be attached to the invoice submitted to CATA.

The primary contractor is responsible for adherence by the subcontractors to all provisions of the contract. CATA must review and approve, in writing, all subcontractors. All subcontractors must be included in the initial proposal with descriptions of the firm's qualifications and the qualifications of the key individuals assigned to this project. The primary contractor is responsible for any subcontractor's project quality and performance in meeting deadlines.

The primary contractor should make every effort to include Disadvantaged Business Enterprises in this project.

## I-M Other Duties Assigned by CATA

Because of the nature of this project, CATA is unable to determine all possible work components and tasks to be completed. The Contractor may be asked to provide additional service that has not been outlined in this RFP. When additional duties beyond those outlined in this RFP and in the Contractor's proposal are identified, CATA and the Contractor will discuss the Contractor's ability to complete this work. If CATA determines the Contractor should conduct the additional work, contractor will provide request for Task Order describing the work to be done and all associated costs. A written task order will then be issued by CATA.

## I-N Selection Criteria

Responses to this RFP will be evaluated based upon the following factors as presented in the respondent's proposal. These are listed in order of importance:

1. Price
2. Method and level of tire inventory required of CATA
3. Compliance to specification and RFP requirements
4. Review of References

CATA will constitute an ad hoc committee to evaluate all proposals. Those firms deemed by CATA to be most responsive to the needs of CATA may be asked to make oral presentations to CATA. That firm determined to be the most highly qualified based on the submitted proposal and any oral presentation may be asked to enter final negotiations. If the most qualified firm is unable to consummate agreement with CATA, then the next most qualified

firm will be considered for award, and so on. At any time during this process, CATA reserves the right to re-bid, award, or cancel the project, as CATA determines.

Each prime contractor should make every effort to include Disadvantaged Business Enterprises and Small Business Enterprises in this project.

## I-O Oral Presentation

Respondents may be required to make oral presentations of their proposals. These presentations provide an opportunity for the respondent to clarify the proposals through mutual discussion. This is not a time to simply review the contents of the proposal but to present to CATA your approach to this project and the uniqueness of the respondent's team in meeting the requirements of this RFP. Key members of the respondent's project team, including a representative from each subcontractor, must be part of the presentation. A maximum of 30 minutes will be allowed for each presentation, followed by 30 minutes for questions and answers (timing and duration to be determined by CATA). If an oral presentation is required, the vendor shall be responsible for all related costs, including travel, meals, lodging, etc.

## I-P Independent Price Determination

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

- The prices in the proposal have been determined independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other respondent or with any competitor.
- Unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the respondent prior to award directly or indirectly to any other respondent or to any competitor.
- No attempt has been made or will be made by the respondent to induce any other persons or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that she/he:

- Is the person in the respondent's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.
- or
- Is not the person within the respondent's organization responsible for the decisions as to the pricing being offered in the proposal but has been authorized, in writing, to act as an agent for the persons responsible for such a decision and certifying that such persons have not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.

## I-Q Contract Payment Schedule

Payments for any contract entered into as a result of this RFP will be made not more than monthly per tire mile upon receipt of the contractor's billing statement for the preceding month. Proposals to include the following:

- Price per tire mile, by tire size and type
- Tire inventory tracking requirements
- Retread tire proposal
- Optional service contract description and price

## SECTION II: STATEMENT OF WORK

### II-A Background

CATA is the regional public transportation provider for the Greater Lansing area. CATA currently provides transit service to the cities of Lansing and East Lansing, the townships of Lansing, Delhi and Meridian and Ingham County. CATA operates over 30 fixed-bus routes in the urban area and demand-response services in rural Ingham County area. CATA also provides a demand response service designed to meet the needs of persons with disabilities in the urban area, called Spec-Tran. CATA provided 10.2 million passenger trips in FY17.

### II-B Objectives of the Project

Obtain proposals to purchase/lease the following:

- New original tread bus tires
- Retread bus tires (Optional)
- Tire services: Maintain on site ready to use inventory, Mount/Dis-mount, Balance and Repair scrap.

The tires proposed in this RFP shall be used by the Capital Area Transportation Authority in its day-to-day operations for a period of five (5) years. The contract shall be a fixed price over a five-year period commencing on January 1, 2019 and ending on December 31, 2024. As an option in this RFP, CATA is requesting proposals include a description and pricing to perform all mounting, dis-mounting, balancing and repairing the tires included in this proposal during the contract period.

### II-C Scope of Work

#### 1. TIRE SPECIFICATIONS:

The respondent shall bid both new original tread radial tires and option for retread tires. The new original tread shall be transit type for use on low floor buses. The proposal shall include samples of the proposed retread design for the retread tires being proposed. CATA operates both 40 and 60 foot diesel and diesel electric hybrid low floor buses. The tire sizes required per this specification shall include:

275/70R22.5 - Low Floor 40' diesel powered buses. Load range minimum shall be J.

305/70R22.5 - Low floor 40'and 60'diesel electric hybrid buses. Load range minimum shall be L.

Tires shall be speed rated for a maximum of 65 MPH under fully loaded conditions.

#### 2. FEDERAL REQUIREMENTS:

All potential respondents are hereby notified that the Capital Area Transportation Authority has an established goal for the participation of Disadvantaged Business Enterprises (DBE) in FTA-funded contracts in accordance with Section 105f of the Surface Transportation Assistance Act of 1982 (STAA) and 49 CFR Part 23. All potential respondents will be required to comply with these goals and policies, or demonstrate documented good faith efforts to do so.

#### 3. GENERAL REQUIREMENTS:

All tires and accessories to be furnished under this contract shall be of current design and manufacture. The tires shall conform to all standards of the Tire and Rim Association of America, Department of Transportation (DOT) and Federal Motor Vehicle Safety Standards for design, operation, and safety, and will be of a size and type approved by the coach manufacturer on the model of buses operated by CATA. A vehicle list of buses designated to operate with the tires requested in this solicitation will be included in Exhibit "A".

#### **4. CONTRACT SERVICES AND MAINTENANCE:**

##### **4.1 Tire Deliveries and Inventory**

All tires furnished under this contract shall be delivered by the vendor to the CATA facility at the vendor's expense. Vendor shall provide sufficient new first run tires to meet the on-going needs of CATA operations, as determined by the Director of Maintenance or his designee. Additional new tires to replenish inventory shall be promptly provided within 30 days of order by CATA. The proposal shall include the method required to place the tire order.

##### **4.2 Tire Inventory and Control**

All required inventory documentation and verification shall be the responsibility of the respondent. CATA will provide a monthly vehicle mileage report. This monthly report will note the accumulated monthly mileage for each vehicle equipped with the vendors' tires for billing purposes. CATA reserves the right to operate other tires for testing and evaluation. The quantity of these tests will not exceed 30% of CATA's total wheel position at any one time.

##### **4.3 Defective/Damaged Tires**

Tires, which fail in service due to defects in materials and workmanship, or tires that are damaged in shipment will be the responsibility of the vendor. Cost for "Normal Damage" tires shall be included in the rate per tire mile. "Normal Damage" to a tire means for abuse by partial or total destruction of the tire by means other than normal wear, including but not limited to, wear, curbing, road hazards, and misalignment. CATA agrees to maintain all brakes, suspension and steering components to manufactures specifications to minimize the effects on tire wear. CATA does not have experience with excessive brake heat or bead damage.

##### **4.4 Tire Support and Repair Supplies**

Supplies such as patches, plugs, valve cores, valve stems, wheel weights and high temperature valve caps, etc. shall be supplied by the Contractor as part of this contract. CATA uses and will supply all new and ReCon Steel and Aluminum wheels.

##### **4.5 Mounting/Dismounting**

The tire vendor will mount, dismount and repair tires for use. The vendor shall have access to the facility tire room to inspect and inventory any tires that may be placed in the facility. Re-grooving tires is not permitted. The vendor shall provide a monthly invoice for repairing, mounting, dismounting and inventory work required in the RFP. CATA can provide limited work space for this service. Currently all tires are mounted and dis-mounted from wheels manually. CATA performs all on bus tire installation and removals.

##### **4.6 Instruction/Training**

If requested, respondent shall provide training on tire maintenance and repair to CATA employees at no additional cost to CATA. CATA's interest is to promote safe tire handling. If requested the vendor will only be responsible to provide this training two times over the length of the yearly contract. This training would be conducted at the CATA maintenance facility and the date and times would be coordinated with the vendor.

##### **4.7 Disposal/Run Out**

All tire casing beyond further operational use by CATA shall remain the property of the Contractor. The Contractor shall be responsible for the proper disposal of the casings at the Contractor's expense. Contract shall provide a "Run Out" period to include up to three years allowing CATA to run out all existing inventory at the end of the last option year of the contract. Respondent shall include all requested documentation required for CATA to exercise this option.

#### **5. MILEAGE RATE:**

Respondent shall quote a per-mile tire rate for tires furnished under this contract for all 40 and 60-foot buses. Respondent shall provide a per-mile tire rate for each tire size requested, i.e., one rate for 275R22.5, one rate for 305/70R22.5 tires and one option rate for the retread tires for each size.

## II-D CATA Responsibility

CATA will provide:

- Vehicle mileage reports monthly
- Inside tire storage (for new tires)
- Access to appropriate CATA facility(s)
- Work space for tire service and scrap tires

## II-E General Requirements

**Timeliness:** The services of the successful respondent are to commence upon execution of the contract.

**Meetings:** The successful respondent (Contractor) shall meet with the CATA project manager as required during the project. These sessions may be conducted over the telephone, in person, or via e-mail, as determined by the CATA Project Manager. The Contractor shall make immediate phone calls to the CATA Project Manager if any significant problems are encountered during the project.

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

**Reports:** The Contractor will provide to the CATA Project Manager an inventory of all tires removed from service.

## II-F Deliverables

The deliverables for this project are on site mounted and balanced inventory of new and original tread bus tires, and retread bus tires as identified in this specification. Support supplies, valve stems, caps, wheel weights etc. as designated in the specification. Technical assistance as needed.

## II-G Detailed Work Plan

Not Applicable.

## II-H Proposal Requirements

Statement describing the Respondent's understanding of CATA's stated problem and project objectives.

Qualifications of the Primary Contractor and each sub-contractor.

Past experience on similar projects – at least three (3) examples for the prime and each sub-contractor.

List of at least three (3) references including specific contact names, addresses, telephone numbers, fax numbers and e-mail addresses.

Certified DBE firms to be involved in the project.

Statement of Agreement with CATA Standard Terms & Conditions and the RFP.

Statement of compliance and agreement to continue compliance with Federal and State laws and regulations, including regulations of the Federal Transit Administration (“FTA”) and the Michigan Department of Transportation (“MDOT”).

Additional Information and Comment – include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

A description of the Respondent’s Quality Assurance Program.

A detailed description of the Respondent’s Transition Plan, if applicable.

Cost proposals based on price per tire mile by tire size and type.

A list of any work that is to be sub-contracted and a description of the qualifications of the Prime Contractor and each Sub-Contractor on the team.

An organizational chart of the Respondent and all Sub-Contractors.

The name and telephone number of person(s) in the Respondent’s organization authorized to negotiate/expedite the proposed contract with CATA.

Executed FTA “Buy America,” “Lobbying,” and “Debarment, Suspension and other responsibility matters” certificates.

## II-I Cost of Project

Respondents to include with their proposal detailed and complete project cost in Attachment A, Pricing Form.

Proposals to include the following:

- Price per tire mile 275/70R225 original tread, load range L
- Price per tire mile 305/70R225 original tread, load range J
- Price per tire mile 275/70R225 retread tire
- Price per tire mile 305/70R225 retread tire
- Price per hourly rate for mount and dismount of tire stock
- Price to dispose tire

## SECTION III: COMPLIANCE REQUIREMENTS

### III-A FTA and MDOT Required Clauses

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

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

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

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

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

### III-B Disadvantaged Business Enterprises

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

### III-C Compliance with Laws

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

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

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

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

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

### III-D Ownership

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.

### III-E News Releases

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

### III-F Audit and Inspection of Records

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

### **III-G Complaints or Protests**

CATA's Procurement Protest Procedures are available from CATA's Purchasing & Contracts Manager.

### **III-H Contractual Terms and Conditions**

See page 15 for attached CATA Standard Terms and Conditions for details.

## APPENDICES

- Appendix A: CATA Standard Terms and Conditions
- Appendix B: Prohibition of Discrimination in State Contracts
- Appendix C: Assurances That Recipients and Contractors Must Make
- Appendix D: Disadvantaged Business Enterprise Policy
- Appendix E: Certificate Regarding Lobbying
- Appendix F: Iran Sanction Certificate
- Appendix G: Certification of Primary Contractor Regarding Debarment, Suspension and other Responsibility Matters
- Appendix H: Buy America Certification

## 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

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, or national origin 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 B 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 D, 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](http://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 H, 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 E), 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. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act ("RCRA"), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247.
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.

**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.

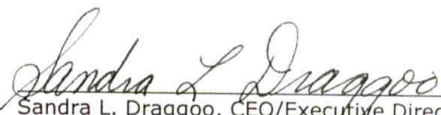
The Executive Director of CATA will annually set an overall goal or goals as a "level playing field" for the amount of DBE participation that can reasonably be expected in the absence of discrimination. This goal will be based on demonstrable evidence of ready, willing, and able DBEs that are available 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**

**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.

\_\_\_\_\_  
Official Signature of Contractor’s Authorized

\_\_\_\_\_  
Authorized Official Name & Title of Contractor’s

\_\_\_\_\_  
Date

**APPENDIX F**

**IRAN ECONOMIC SANCTIONS ACT CERTIFICATE**

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

Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

**APPENDIX G**

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

The Primary Contractor, \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offense enumerated in paragraph (2) of this certification; and
- 4. Have not within a three (3) year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or Local) terminated for cause or default.

If the above named Primary Contractor is unable to certify to any of the statements in this certification, the Primary Contractor shall attach an explanation to this certification.

The Primary Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

**APPENDIX H**

**BUY AMERICA CERTIFICATION**

**STEEL, IRON, MANUFACTURED PRODUCTS**

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)(1) and applicable regulations in 49 CFR 661.</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---

<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 pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--

## **Attachments**

Attachment A: Pricing Form

Attachment B: CATA Vehicle List

**Attachment A-Pricing Form**

CATA RFP # \_\_\_\_\_

RFP Title \_\_\_\_\_

<b>Description</b>	<b>Year 1 Cost/mile</b>	<b>Year 2 Cost/mile</b>	<b>Year 3 Cost/mile</b>	<b>Year 4 Cost/mile</b>	<b>Year 5 Cost/mile</b>
Price per tire mile 275/70R225 original tread, load range L					
Price per tire mile 305/70R225 original tread, load range J					
Price per tire mile 275/70R225 retread tire					
Price per tire mile 305/70R225 retread tire					

<b>Description</b>	<b>Year 1 Price/hourly rate</b>	<b>Year 2 Price/hourly rate</b>	<b>Year 3 Price/hourly rate</b>	<b>Year 4 Price/hourly rate</b>	<b>Year 5 Price/hourly rate</b>
Price per hourly rate for mount and dismount of tire stock					

<b>Description</b>	<b>Year 1 Price/tire</b>	<b>Year 2 Price/tire</b>	<b>Year 3 Price/tire</b>	<b>Year 4 Price/tire</b>	<b>Year 5 Price/tire</b>
Price to dispose tire					

Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

**Exhibit B – Vehicle Bus List**

<b>Bus Number</b>	<b>Description</b>	<b>Model Year</b>	<b>Model ID</b>	<b>VIN</b>	<b>Tire Size</b>
515	40FT LF BUS	2001	D40LF	5FYD2LL001U022180	275/70R225
522	40FT LF BUS	2001	D40LF	5FYD2LL031U022187	275/70R225
523	40FT LF BUS	2001	D40LF	5FYD2LL051U022188	275/70R225
530	40FT LF BUS	2001	D40LF	5FYD2LL021U022195	275/70R225
550	40FT LF BUS	2001	D40LF	5FYD2LL041U022215	275/70R225
553	40FT LF BUS	2001	D40LF	5FYD2LL0X1U022218	275/70R225
567	40FT LF BUS	2005	D40LF	5FYD4FV065C028859	275/70R225
512	40FT LF BUS	2001	D40LF	5FYD2LL001U022177	275/70R225
518	40FT LF BUS	2001	D40LF	5FYD2LL061U022183	275/70R225
520	40FT LF BUS	2001	D40LF	5FYD2LL0X1U022185	275/70R225
526	40FT LF BUS	2001	D40LF	5FYD2LL051U022191	275/70R225
531	40FT LF BUS	2001	D40LF	5FYD2LL041U022196	275/70R225
538	40FT LF BUS	2001	D40LF	5FYD2LL081U022203	275/70R225
544	40FT LF BUS	2001	D40LF	5FYD2LL091U022209	275/70R225
546	40FT LF BUS	2001	D40LF	5FYD2LL071U022211	275/70R225
549	40FT LF BUS	2001	D40LF	5FYD2LL021U022214	275/70R225
551	40FT LF BUS	2001	D40LF	5FYD2LL061U022216	275/70R225
554	40FT LF BUS	2001	D40LF	5FYD2LL011U022219	275/70R225
559	40FT LF BUS	2003	D40LF	5FYD2LN093U025031	275/70R225
561	40FT LF BUS	2003	D40LF	5FYD2LN023U025033	275/70R225
562	40FT LF BUS	2003	D40LF	5FYD2LN043U025034	275/70R225
563	40FT LF BUS	2003	D40LF	5FYD2LN063U025035	275/70R225
564	40FT LF BUS	2003	D40LF	5FYD2LN083U025036	275/70R225
565	40FT LF BUS	2003	D40LF	5FYD2LN0X3U025037	275/70R225
566	40FT LF BUS	2003	D40LF	5FYD2LN013U025038	275/70R225
568	40FT LF BUS	2005	D40LF	5FYD4FV025C028860	275/70R225
569	40FT LF BUS	2005	D40LF	5FYD4FV045C028861	275/70R225
570	40FT LF BUS	2005	D40LF	5FYD4FV065C028862	275/70R225
571	40FT LF BUS	2005	D40LF	5FYD4FV085C028863	275/70R225
572	40FT LF HYBRID BUS	2006	DE40LFR	5FYH5FV026C030169	305/70R225
573	40FT LF HYBRID BUS	2006	DE40LFR	5FYH5FV096C030170	305/70R225
574	40FT LF HYBRID BUS	2006	DE40LFR	5FYH5FV006C030171	305/70R225
575	40FT LF HYBRID BUS	2006	DE40LFR	5FYH5FV016C030986	305/70R225
576	40FT LF HYBRID BUS	2006	DE40LFR	5FYH5FV036C030987	305/70R225
577	40FT LF HYBRID BUS	2006	DE40LFR	5FYH5FV056C030988	305/70R225
578	40FT LF HYBRID BUS	2006	DE40LFR	5FYH5FV076C030989	305/70R225
579	40FT LF HYBRID BUS	2009	DE40LFR	5FYH5FV0X9B036358	305/70R225
580	40FT LF HYBRID BUS	2009	DE40LFR	5FYH5FV019B036359	305/70R225
581	40FT LF HYBRID BUS	2009	DE40LFR	5FYH5FV089B036360	305/70R225
582	40FT LF HYBRID BUS	2009	DE40LFR	5FYH5FV0X9B036361	305/70R225
583	40FT LF HYBRID BUS	2009	DE40LFR	5FYH5FV019B036362	305/70R225
584	40FT LF HYBRID BUS	2009	DE40LFR	5FYH5FV019B036363	305/70R225
585	40FT LF HYBRID BUS	2009	DE40LFR	5FYH5FV059B036364	305/70R225
586	40FT LF HYBRID BUS	2010	DE40LFR	5FYH5FU03AB038118	305/70R225
587	40FT LF HYBRID BUS	2010	DE40LFR	5FYH5FU05AB038119	305/70R225
588	40FT EXCELSIOR HYBRID BUS	2011	XDE40	5FYH8FU00BC039309	305/70R225

589	40FT EXCELSIOR HYBRID BUS	2011	XDE40	5FYH8FU07BC039310	305/70R225
590	40FT EXCELSIOR HYBRID BUS	2011	XDE40	5FYH8FU09BC039311	305/70R225
591	40FT LF HYBRID BUS	2012	XDE40	5FYH8FU03CB040493	305/70R225
592	40FT LF HYBRID BUS	2012	XDE40	5FYH8FU08CB040490	305/70R225
593	40FT LF HYBRID BUS	2012	XDE40	5FYH8FU0XCB040491	305/70R225
594	40FT LF HYBRID BUS	2012	XDE40	5FYH8FU01CB040492	305/70R225
595	40FT LF HYBRID BUS	2013	XDE40	5FYH8FU03CC041489	305/70R225
596	40FT LF HYBRID BUS	2013	XDE40	5FYH8FU0XCC41490	305/70R225
597	40FT LF HYBRID BUS	2013	XDE40	5FYH8FU01CC041491	305/70R225
598	40FT LF HYBRID BUS	2013	XDE40	5FYH8FU03CC041492	305/70R225
599	40FT LF HYBRID BUS	2013	XDE40	5FYH8FU05CC041493	305/70R225
600	40FT LF HYBRID BUS	2013	XDE40	5FYHBFU07CC041494	305/70R225
601	40FT LF HYBRID BUS	2013	XDE40	5FYH8FU90CC041495	305/70R225
602	40FT LF HYBRID BUS	2013	XDE40	5FYH8FU00CC041496	305/70R225
603	40FT LF HYBRID BUS	2013	XDE40	5FYH8FU02CC041497	305/70R225
604	40FT LF HYBRID BUS	2013	XDE40	5FYH8FU04CC041498	305/70R225
605	40FT LF HYBRID BUS	2014	XDE40	5FYH8FU00EB044374	305/70R225
606	40FT LF HYBRID BUS	2014	XDE40	5FYH8FU02EB044375	305/70R225
607	40FT LF HYBRID BUS	2014	XDE40	5FYH8FU04EB044376	305/70R225
608	40FT LF HYBRID BUS	2014	XDE40	5FYH8FU06EB044377	305/70R225
609	40FT LF HYBRID BUS	2014	XDE40	5FYH8FU08EB044378	305/70R225
610	40FT LF HYBRID BUS	2014	XDE40	5FYH8FU0XEB044379	305/70R225
611	40FT LF HYBRID BUS	2014	XDE40	5FYH8FU06FB046342	305/70R225
612	40FT LF HYBRID BUS	2014	XDE40	5FYHH8FU08FB046343	305/70R225
613	40FT LF HYBRID BUS	2015	XDE40	5FYH8FU0XFB46344	305/70R225
614	40FT LF HYBRID BUS	2015	XDE40	5FYH8FU01FB046345	305/70R225
615	40FT LF HYBRID BUS	2015	XDE40	5FYH8FU03FB046346	305/70R225
616	40FT LF HYBRID BUS	2015	XDE40	5FYH8FU05FB046347	305/70R225
617	40FT LF HYBRID BUS	2015	XDE40	5FYH8FU07FB046348	305/70R225
618	40FT LF HYBRID BUS	2015	XDE40	5FYH8FU09FB046349	305/70R225
619	40FT LF HYBRID BUS	2015	XDE40	5FYH8FU05FB046350	305/70R225
620	40FT LF HYBRID BUS	2016	XDE40	5FYH8FU07GC050346	305/70R225
621	40FT LF HYBRID BUS	2016	XDE40	5FYH8FU09GC050347	305/70R225
622	40FT LF HYBRID BUS	2016	XDE40	5FYH8FU00GC050348	305/70R225
623	40FT LF HYBRID BUS	2016	XDE40	5FYH8FU02GC050349	305/70R225
624	40FT LF HYBRID BUS	2016	XDE40	5FYH8FU09GC050350	305/70R225
625	40FT LF HYBRID BUS	2016	XDE40	5FYH8FU00GC050351	305/70R225
626	40FT LF HYBRID BUS	2016	XDE40	5FYH8FU02GC050352	305/70R225
6000	60FT LF BUS	2003	D60LF	5FYD2UM073U025049	305/70R225
6001	60FT LF BUS	2003	D60LF	5FYD2UM033U025050	305/70R225
6002	60FT LF BUS	2003	D60LF	5FYD2UM053U025051	305/70R225
6003	60FT LF BUS	2003	D60LF	5FYD2UM073U025052	305/70R225
6004	60FT LF BUS	2005	D60LF	5FYD4YW095C028879	305/70R225
6005	60FT LF BUS	2005	D60LF	5FDY4YW055C028880	305/70R225
6006	60FT LF BUS	2005	D60LF	5FYD4YW075C028881	305/70R225
6007	60FT LF HYBRID ARTIC BUS	2007	DE60LFR	5FYH5YW047D032159	305/70R225
6008	60FT LF HYBRID ARTIC BUS	2007	DE60LFR	5FYH5YW007C032160	305/70R225
6009	60FT LF HYBRID ARTIC BUS	2007	DE60LFR	5FYH5YW027C032161	305/70R225
6010	60FT LF HYBRID ARTIC BUS	2009	DE60LFR	1FYH5YU059B036314	305/70R225
6011	60FT LF HYBRID ARTIC BUS	2009	DE60LFR	5FYH5YU079B036315	305/70R225
627	40FT LF BUS	2005	D40LF	5FYD4FV025B028928	275/70R225

628	40FT LF BUS	2005	D40LF	5FYD4FV075B028925	275/70R225
629	40FT LF BUS	2005	D40LF	5FYD4FV055B028924	275/70R225
630	40FT LF BUS	2005	D40LF	5FYD4FV095B028926	275/70R225
631	40FT LF BUS	2005	D40LF	5FYD4FV005B028927	275/70R225
632	40FT LF BUS	2004	D40LF	5FYD4FV014U027275	275/70R225
633	40FT LF BUS	2004	D40LF	5FYD4FV034U027276	275/70R225
634	40FT LF BUS	2004	D40LF	5FYD2LV0X4U027274	275/70R225