
Capital Area Transportation Authority

Small Bus Purchase

Request for Proposal Project # 2018-109

SCHEDULE OF ACTIVITIES

RFP Released:	April 17, 2018
Written Questions from Vendor / Approved Equal Submissions Due to CATA:	April 30, 2018 @ 2PM EST
Pre-Proposal Meeting (optional):	N/A
CATA's Responses to Questions Released:	May 7, 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 P.M. EST on May 23, 2018
Anticipated Award Date:	June 2018

Released on: April 17, 2018

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SECTION 1: PROCUREMENT PROCESS

1-A Issuing Office

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

All communications regarding this project during the procurement process must be in writing and addressed to CATA’s Purchasing & Contracts Department:

Ms. Nicole Wilson
Purchasing & Contracts Manager
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910
E-mail: nwilson@cata.org

1-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 Department employee named above.

Mr. Bill Frarey
Interim Director of Maintenance
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

1-C Project Oversight

The oversight of this CATA Project is the responsibility of the CATA Project Manager, or his designee, named in Project Management Section 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.

1-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.

1-E Contract Term

The term of the contract will commence upon the date on which it is signed by the last Contracting Party and continue for a period of five (5) years, or earlier if all purchase options have been exercised prior.

1-F Type of Contract

The award of this solicitation will result in a **Fixed Price Contract**.

1-G Questions/Changes to the RFP

It is the desire of CATA to provide the same information to all interested parties to ensure 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 U.S. postal service, e-mail, or fax) to the CATA Purchasing & Contracts Department 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.

1-H Pre-Proposal Meeting

Not Applicable.

1-I Proposals

To be considered for award, 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 CATA. No other distribution of proposals is to be made. An official authorized to bind the respondent to the proposal must sign the proposal in ink. Submission of a proposal shall bind the respondent to all provisions of the proposal, including costs, for a period extending not less than one hundred eighty (180) days following the Proposal Due Date, 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.

The Proposal shall contain a cover letter signed by a person authorized to bind the Proposer (i) agreeing that the Proposal shall remain valid for not less than 180 days (as extended in the event of a Protest) and (ii) providing a name, physical address, and email address of such person who is administering the Proposal, who has authority to bind the Proposer and to whom CATA may submit notices and writings regarding this RFP. It is to this person and at this email address that CATA will provide notices and other matters regarding this RFP.

In addition, all Proposers are required to provide a "Statement of Compliance" stating they have read, understand, are in agreement and will comply with CATA's Standard Terms and Conditions, attached to this solicitation in Appendix.

Submission of Proposals

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

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

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

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

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

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

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.

1-J Acceptance of Proposal Content

The contents of this RFP, its attachments, and the proposal will become contractual obligations if a contract ensues. Failure of the successful respondent to accept these obligations may result in elimination of the respondent from the selection process.

1-K Economy of Presentation

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

1-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 proposed subcontractors must be included in the initial proposal with descriptions of their qualifications and the qualifications of the key individuals assigned to this project. Each subcontractor must be approved by CATA.

All subcontracted work as to which costs will be billed to CATA or other outside services must comply with CATA's procurement procedures. 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 invoiced submitted to CATA.

The primary Contractor is responsible for adherence by the subcontractors to all provisions of the contract, including subcontractor's project quality and performance.

Respondents should make every effort to include Disadvantaged Business Enterprises in this project.

1-M Selection Criteria

Responses to this RFP will be evaluated based upon the following factors as presented in the respondent's proposal. These are not listed in order of importance:

- 1) Compliance to the Specification included with the RFP.**
- 2) Vendor Service and product support capabilities.**
- 3) Quality Control with current ISO Certification.**
- 4) Successful experience with similar projects of this size.**
- 5) Acceptable delivery schedule.**
- 6) Price.**

CATA will constitute an ad hoc committee to evaluate all proposals. The firm(s) 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.

Respondents may be required to update their proposals in writing if clarification or additional information is needed. Inquiries may be made of Respondents concerning their proposals. At any time during this process, CATA reserves the right to re-bid, award, or cancel the project, as CATA determines.

Each contractor should make every effort to include Disadvantaged Business Enterprises in this project. CATA has a Disadvantaged Business Enterprise goal of 1.24%.

1-N Oral Presentation

Those Respondents deemed by CATA to be most responsive to the needs of CATA may be asked to make oral presentations to CATA. 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. If oral presentations are held, Respondents will be notified of the date of the presentations and the time allowed.

1-O Selection Process

CATA may select a comparative range of proposals for further negotiations and discussions. This will be based upon sufficient analysis of technical factors and cost/price to identify those proposals that may not be competitive or those where technical or cost/price elements need to be addressed as part of the negotiation process. All those Respondents that are determined to be within the competitive range may be invited to participate in oral and/or written discussions and in further negotiations regarding their proposals. All firms within the competitive range will have equal participation in the discussions and negotiations. CATA's goal is to obtain final and best offers from each of the firms from which it may then make a selection for final negotiations and the procurement award.

The final selection shall be made on a best value basis at the conclusion of negotiations and be based upon evaluation of the best and final offers, unless a determination has been made instead to make an award on the basis of initial proposals without conducting discussions.

1-P Reservation of Rights

CATA reserves its rights to cancel, amend, or reissue this RFP or the Project at any time and may cancel any award pursuant to this RFP or seek amended or new proposals as CATA deems necessary.

CATA further reserves the right to:

- Reject all proposals and re-solicit or cancel the RFP, if deemed by CATA to be in its best interest to do so;
- Enter into a contract with any Respondent, based upon the initial proposal, or on the basis of a Best and Final offer, with or without conducting written or oral discussions;
- Award a contract to a Respondent other than the Respondent that submitted the lowest price proposal.

1-Q 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.

1-R Pricing & Payment

Pricing proposals are to include the following:

- Price for up to 5 gasoline powered twenty-five (25) foot buses (see Section II & Specifications attached).

- Price for up to 10 propane powered twenty-five (25) foot buses (see Section II & Specifications attached).
- Price for optional future purchase of up to sixty (60) twenty-five (25) foot buses (per specifications attached) will be based on the Producer Price Index (PPI) index and will be mutually negotiated between CATA & the Contractor at the item an order is placed.
- Vendors to indicate pricing at Attachment B, which is attached to the RFP.
- Payment shall be made as follow: 50% upon delivery of the completed vehicle to the CATA facility; 50% upon full acceptance. Acceptance shall be made within 10 days of receipt of the vehicle, providing the vehicle meets CATA specification compliance and passes CATA's acceptance inspection.

1-S Proposals Exceeding \$100,000

If the amount of any Proposal in response to this RFP exceeds \$100,000, then FTA regulations require CATA to obtain a properly executed Lobbying certificate from the proposer. CATA must consider any proposal lacking this certificate as non-responsive. (See, "Buy America" Certification and Certification Regarding Lobbying, attached hereto as Appendices E and F.)

SECTION 2: STATEMENT OF WORK

2-A Background

The Capital Area Transportation Authority ("CATA") is the regional public transportation provider for the Greater Lansing area. Specifically, CATA currently provides transit service to the Cities of Lansing and East Lansing, the Townships of Lansing, Delhi, Meridian, Ingham County, and portions of Eaton and Clinton Counties. CATA operates over 30 fixed bus routes as well as paratransit and demand-response services. CATA provided over 10.2 million passenger trips in Fiscal Year 2017. Nearly 2.6 million of those rides occurred on the Michigan State University (MSU) campus.

2-B Objectives of the Project

The objectives for this Project are as follows:

- Secure a five (5) year contract for the purchase of propane and gasoline powered twenty-five (25) foot buses.
- Initiate an order for up to 15 (fifteen) buses contingent on available funding. The initial order quantities will be up to ten (10) propane 25' buses and five (5) gasoline 25' buses, contingent on available funding.*
- Secure options to purchase up to sixty (60) additional small buses, in any combination, as specified, contingent on available funding as determined by CATA.

*Upon final review CATA may opt for additional gas in lieu of propane. However, there will be a maximum of 10 propane vehicles on the initial order.

2-C Scope of Work

The purchase of fifteen (15) each twenty-five (25) foot cutaway buses, with options to purchase up to sixty (60) each additional twenty-five (25) foot buses, contingent on availability of funding and need as determined by CATA, for a five (5) year period. See attached Appendix H for specification details.

2-D CATA Responsibility

CATA will provide

- Detailed specifications;
- Answers to written questions pertaining to clarifications to the specifications in a timely manner.
- Access to appropriate CATA facility(s).

2-E General Requirements

- **Timeliness:** The services of the successful respondent are to commence upon execution of the contract and shall be undertaken and completed so as to assure project completion as required by CATA's Project Manager.

- **Meetings:** CATA will conduct pre-production meetings with the successful respondent prior to the build of the initial units. CATA will maintain contact with the successful Contractor during the entire period of this contract. This contact may be conducted over the telephone, in person, or via e-mail, as determined by the CATA Project Manager. The Contractor shall be required to make immediate phone calls to the CATA Project Manager if any significant problems are encountered during and scheduled production period.
- **Oral Presentations:** Oral presentations are not currently contemplated.
- **Progress Reports:** During scheduled production the successful respondent shall provide weekly written progress memos to CATA's Project Manager. These reports will identify work accomplished, problems encountered during the past week with production, methodology and timeline for resolving these problems and the activities planned for the upcoming week. These memos shall be provided to the Project Manager on Monday for the prior week progress. The report can be faxed, mailed, or e-mailed to the Project Manager.
- **Project Reports:** The Contractor will provide to the Project Manager the following reports as it pertains to all scheduled production:
 - Buy America audits.
 - Copies of all Quality Assurance inspections performed during the production process for each vehicle

2-F Deliverables

The following shall be delivered to CATA with each bus:

- Copies of all Quality Control inspection forms for each bus delivered.
- Copies of completed front end alignment verification for each bus delivered.
- Warranty registration for all installed components parts for each bus delivered.
- Vehicle registration and title in the State of Michigan for each bus delivered.

2-G Detailed Work Plan

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

- The Contractor final project organization structure.
- The Contractor's (and subcontractor's) detailed manning table with names, titles, addresses, telephone numbers, fax numbers, e-mail addresses, and any other critical information, by task if appropriate.
- The time-phases planned for completing the project, production time frame from issuance of a Purchase Order.
- Within one week following the submittal of the detailed work plan, the Contractor's representative will meet with CATA's Project Manager to review the components of the work plan and to finalize the direction of the project.

2-H Proposal Requirements

- Detailed description of Respondent's compliance with Scope of Work, including Specifications.

- Statement describing the Respondent's understanding of CATA's stated project objectives.
- Qualifications of the Primary Contractor and each sub-contractor.
- 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.
- Qualifications of the key individuals from each firm assigned to the project.
- Past experience on similar projects, submit a minimum of three (3) examples for the prime and each sub-contractor.
- List at least three (3) customer references including specific contact names, addresses, telephone numbers, fax numbers, and e-mail addresses.
- Identification of DBE firms to be involved in the project, to include work to be performed, location, and contact person.
- 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").
- Detailed timeline for each task including key meetings and critical tasks.
- A description of the Respondent's Quality Assurance Program.
- An organizational chart for the Respondent and all Sub-Contractors.
- The name and telephone number of person(s) in the Respondent's organization authorized to negotiate/expedite any proposed contract with CATA.
- Executed Iran Economic Sanctions Act Certificate (see attached CATA Standard Terms & Conditions of Procurement).
- Executed FTA Lobbying Certificate (see attached CATA Standard Terms & Conditions of Procurement).
- Executed FTA Buy America Provision (see attached CATA Standard Terms & Conditions of Procurement).
- Executed FTA Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification (see attached CATA Standard Terms & Conditions of Procurement).

2-I Cost of Project

See Section 1-R above for pricing and payment information.

SECTION 3: COMPLIANCE REQUIREMENTS

3-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 4220.1F.

The website address of the Federal Transit Administration is www.fta.dot.gov.

The website address of the Michigan Department of Transportation is 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 4220.1F, 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.

3-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>.

3-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. Buy America Certification, Appendix D, must be signed by Respondent and included with proposal submission.

9. Lobbying Disclosure Act of 1985; Appendix E, must be signed by Respondent and included with proposal submission.
10. Iran Economic Sanctions Act Certificate per MCL 129.311 *et seq.*, Appendix G, must be signed by Respondent and included in proposal submission.
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.

3-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.

3-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.

3-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.

3-G Complaints or Protests

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

3-H Contractual Terms and Conditions

See attached Appendix , CATA Standard Terms and Conditions, for details.

APPENDICES

- CATA Standard Terms and Conditions
- Appendix A: Prohibition of Discrimination in State Contracts
- Appendix B: Assurances That Recipients and Contractors Must Make
- Appendix C: Disadvantaged Business Enterprise Policy
- Appendix D: Buy America Certification
- 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: Technical Specifications
- Attachment A: Floor Plan
- Attachment B: Pricing Sheet

APPENDIX

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 \$ 200 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

31. This contract constitutes the entire contract between the parties and supercedes all negotiations, commitments, and previous contracts and may be modified only by a further written contract which is executed by a duly authorized officer of each of the parties.
 32. **COST COMPUTATION.** The Federal Acquisition Regulation, 48 CFR, Chapter 1, Part 31.2, shall be used, in all instances, to determine the amount of costs incurred by Contractor that CATA shall be required to pay, or reimburse, to Contractor, including, without limitation, where this Agreement requires CATA to pay Contractor's costs as part of the contract price, where the contract price is adjusted resulting from changes to the requirements of Agreement, and when calculating the amount due Contractor pursuant to Termination for Convenience clause.
 33. **TRAVEL EXPENSES.** CATA shall not reimburse Contractor for travel costs, including accommodations, meals, transportation and fuel costs, unless the travel activity and the travel costs have been approved in advance by an authorized representative of CATA. All travel costs to be paid by CATA shall not exceed amounts determined in conformance with the Federal Acquisition Regulation, 48 CFR Section 31.205-46, Travel Costs.
- B. **TERMS INCLUDED IN CONTRACTS FUNDED IN WHOLE OR PART BY FTA, MDOT, OR OTHER GOVERNMENTAL AGENCY.**
1. **NONDISCRIMINATION.**
 - (a) Compliance with Regulations. Contractor shall comply with Federal Regulations relative to nondiscrimination of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), and with Executive Order 11246 titled Equal Employment opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulation (41 CFR 60) which are herein incorporated by reference and made a part of this contract. Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) Nondiscrimination. With regard to the work performed by it during this contract, Contractor shall not discriminate on the grounds of race, color, sex, disability, religion, age, or national origin against any employee or applicant for employment or in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (c) In connection with the performance of services under this contract, Contractor agrees to comply with the State of Michigan provisions for "prohibition of discrimination in state contracts" as set forth in Appendix A dated March 19, 1998, a copy of which is attached hereto and made a part hereof.
 - (d) ADA Access. All work performed and all services provided pursuant to this contract shall be in compliance with Federal policy to ensure that elderly

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

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

The Contractor, Subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, creed, disability, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

2. DBE REQUIREMENTS.

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

3. CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, CATA shall have the right to annul this contract without liability.

4. RECORDS/AUDITS. The Contractor shall maintain and retain, and shall require all its subcontractors to maintain and retain, complete and accurate books, documents, papers, accounting records, contracts, and other evidence with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and CATA, or their duly authorized representatives, access to such data and records, and the right to inspect and audit all data and records of the Contractor relating to its performance under the contract, and to make transcripts therefrom as necessary. Contractor shall retain all work data, documents, records, accounts and reports related to this contract for a period of three (3) years from the date of final payment under this contract or from expiration or other termination of this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.
5. CONFLICT OF INTEREST. The Contractor certifies that, to the best of its knowledge, no CATA employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this contract.
6. INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS. No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
7. DEBARMENT AND SUSPENSION. Contractor must comply with U.S. DOT regulations "Nonprocurement Suspension and Debarment", 2 CFR Part 1200, which adopt and supplement the U.S. Office of Management and Budget ("U.S. OMB") "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. Contractor will not make any contract, subcontract, or lease for the project without first confirming that its proposed contractor, subcontractor, or lessee is not listed as barred or excluded from participating in government contracts in the System for Award Management (SAM) at www.sam.gov.

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

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

- contract to include MDOT or FTA required contractual provisions. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA to be in violation of the FTA mandated contractual provisions.
9. COMPLIANCE WITH LAWS. The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government which may, in any manner, affect the performance of the contract.
 10. CLEAN AIR. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401, *et seq.* If state or local air pollution regulations are in force, the more restrictive criteria shall govern. The Contractor and any subcontractors or suppliers must submit evidence to CATA that the governing air pollution criteria will be met. The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
 11. BUY AMERICA PROVISIONS. Contractor agrees to comply with 49 U.S.C. 5323(j) and FTA's Buy America Regulations in 49 CFR Part 661. These require that iron, steel, and manufactured products used in FTA funded projects be produced in the United States, with specific provisions that apply to rolling stock procurements, unless a waiver has been granted by FTA or the product is subject to a general waiver. The continued accuracy of the certificate, attached as Appendix D, 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. N/A
22. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 ("Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use United States Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a United States Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
23. CARGO PREFERENCE. The Contractor agrees (a) to use privately owned United States Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States Flag commercial vessels; (b) to furnish within twenty (20) working days following the date of loading of shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of the rated, "on-board" commercial ocean bill of lading, in English, for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C., 20590. CATA (through the Contractor in the case of a subcontractor's bill of lading); and (c) to include these requirements in all subcontracts issued pursuant to this contract where the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.
 - (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Rights Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right

to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, or the applicable Federal law to the extent the Federal Government deems appropriate.
- (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

25. SAFE OPERATIONS OF MOTOR VEHICLES

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

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

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

APPENDIX A**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 B**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 C**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 D**BUY AMERICA CERTIFICATION****BUSES, ROLLING STOCK, AND ASSOCIATED EQUIPMENT, SEE 49 CFR 661.3**

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

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

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

<p>CERTIFICATE ONE:</p> <p style="text-align: center;">BUY AMERICA CERTIFICATE</p> <p>The bidder hereby certifies that it <u>WILL</u> comply with the requirements of 49 U.S.C. 5323(j) and applicable regulations in 49 CFR 661.11.</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--

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

APPENDIX 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.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

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

TECHNICAL SPECIFICATIONS

1. Scope:

The purpose of these specifications is to set forth the minimum performance requirements for the purchase of up to a minimum of fifteen (15) and maximum of sixty (60), twenty-five (25) foot cutaway buses used in the CATA service area to include but not be limited to Redi-Ride, Spec-Tran and Rural Service over the five years from 2018 through 2023. CATA may choose to modify the scope as new technology comes available or due to poor quality or performance of a component. These modifications will not increase the purchase price of more than 25 percent of the total cost.

Vehicles must meet all applicable Federal Motor Vehicle Safety Standards. The successful bidder supplying these buses shall quick title and deliver the vehicle and title to the Capital Area Transportation Authority (CATA), located at 4615 Tranter, Lansing, Michigan 48910. The bidder must also be capable of providing in-field warranty service and be capable of providing parts and service for a period of up to seven years after the vehicles have been placed in service by the Capital Area Transportation Authority (CATA).

The successful vendor shall be responsible for obtaining certifications that all vehicles delivered shall not exceed GVW rating of chassis bid, regardless of options and configuration ordered.

Alternatives to these specifications, which meet or exceed the requirements, will be considered.

2. BODY SPECIFICATIONS

2.1 Body Structure

The body must be constructed of minimum 16 gauge treated galvanized tubular steel cage body to ensure passenger safety. Minimum requirements include:

Sidewalls shall be constructed of 1.5" x 1.5" 16-gauge treated galvanized tubular steel studs and corner posts on maximum 48" centers. A 14-gauge, 1-1/2" x 2" tubular horizontal stringer shall be welded to the top of the studs with a 16 gauge Z-rail welded to the studs at the bottom of the sidewall. Seat track shall be welded to the sidewall studs. The roof consists of 1.5" x 1.5" 16 gauge tubular steel rafters installed on maximum 48" centers. The rafters are welded into two (2) 16-gauge steel "U" shaped sidewall cap. The rafters, in conjunction with "C" Channels, form a "steel cage" type of construction. The back wall has a 1.5" x 1.5" 16 gauge tubular steel frame, reinforced with 16-gauge "C" channel. A section of 16-gauge Z-channel shall be welded to the bottom of the back wall. The floor frame shall be constructed of 11-gauge, 2"x 2.88" x 2" channel cross members, on a maximum 34" center, with an outer 14-gauge angle steel impact rail. 11-gauge, 4" wide flat steel shall be provided to support the floor track. The floor frame shall be secured to the chassis frame in accordance with OEM's QVM requirements. The body shall be plumb, square and level before installation on the chassis.

In order to ensure passenger safety in the event of skin delaminating, the body structure shall comply with FMVSS 220, School Bus Rollover Protection, when tested without the exterior or interior skin. Proof of compliance (test results based on body structure alone) shall be submitted with the bid.

The body shall be welded to the under frame structure so that the entire frame shall act as one unit without any movement in joining. Front side, and back panels shall be secured to the floor frame, members, and posts so as to result in a permanent, fully-integrated structural unit adequately reinforced with steel posts and rails at all points where stress concentration may occur. The cage shall be built as a complete assembly and shall be square, plumb and level before installing the body on the chassis. The vehicle shall adequately carry loads for which it was designed without exceeding its rated GVW.

Interior panels shall have the physical properties of 24-gauge vinyl-coated metal. Reinforcements shall be installed around door openings in order to transfer stress around the opening. All exterior side panels shall be 3.5 mm composite panel with a tensile strength of 7,000 psi. The sidewalls must have a gel coat finish. The roof shall consist of a one-piece composite material that is lightweight, extremely durable and impact resistant. The only roof seams that are allowed are at the junction of the roof skin and the front and rear cap. Exterior panels shall be sufficiently stiff to prevent vibration, drumming, or flexing while the bus is in normal service. Lower skirt panels shall be sufficiently fastened and braced to prevent damage from ice and snow build-up. Lower skirt panel sections should be easily removable and repairable. Where panels are lapped, the upper or forward panel shall act as a watershed. Sealing and fastening of joints shall prevent entrance of moisture and dirt. All exterior panels shall be riveted, bonded or welded to the body frame with no exterior visible fasteners.

Gun installed huckbolt fastenings, buck rivets or welds shall be used at all locations where stress is concentrated. Fastener materials shall be compatible with materials being fastened. No sheet metal screws shall be permitted, except fender rubbers which can be secured with locking-type, self-tapping bolts. Where self-tapping bolts are used, body panels shall be reinforced with aluminum or stainless steel backing. In no case shall the sealing of the panel be dependent on caulking alone.

Body overhang shall not exceed one third of bus overall length. The total height of the bus, from the bottom of the tires to the top of the vehicles highest point shall not exceed 116". The rear of the body shall be flat across the full width of the coach.

3. PASSENGER DOOR AND STEPWELL:

3.1 Entrance Door and Step Well

The buses will have electrically operated entrance doors. Doors to be double folding, split double leaf with a flexible soft rubber cushion at least 1-1/2" width on the meeting edge and a brush at bottom of doors for seal to stepwell. The doors shall not extend below the step frame, and shall be located on right side of the vehicle behind the right front wheel. It shall have a clear opening entrance with minimum of 30" door opening width and a door opening height of 80" minimum from top of first step to door header. All doors constructed by body manufacturer shall be fitted with bolted on heavy-duty full length stainless steel piano hinges or pivot pins. All steps and stepwells shall be heated and constructed of stainless steel 16-gauge minimum with adequate structural bracing. The door frame and all stepwell screws and hardware metal shall be stainless steel. Ground-to-first step shall not exceed 11" + or - 1" in height, with each additional vertical step to be 9" maximum and all tread depths to be 9" minimum. Stepwells shall be covered with rubber consistent with the interior floor covering material. Any exposed stainless steel shall be brushed, not painted. The vehicle shall also be equipped with handrails at the front steps, one on each side.

4. INTERIOR:

The interior height of the passenger compartment shall be 78" minimum at the center aisle. 17" from the sidewall, the interior height shall be a minimum 75.5" with a gradual contour to the center aisle (no bulkheads). It shall have 89.5" minimum interior width at seat line.

All interior panels to be a light colored fiberglass reinforced plastic (FRP). Below the chair rail, a dark colored steel panel may be used. All materials and treatments shall be flame retardant to meet FMVSS 302 and be easily cleaned. Panel fastening devices shall match color of panels. The interior is to provide a pleasant, aesthetically pleasing atmosphere. The interior design and colors shall be approved by CATA.

All surfaces, items, or hardware in the passenger compartment having sharp edges, corners, or angles that could cause injury, shall be padded with a heavy-duty, vinyl covered, energy absorbing material. All handrails shall have rounded edges where exposed.

5. FLOORING:

The floor frame shall be covered with minimum 5/8" CCA pressure treated plywood. The stepwell, entrance area and center aisle floor area shall be overlaid with ribbed, oil resistant commercial rubber flooring. The aisle to door area flooring shall make a miter so that aisle and door area flooring grooves line up for easy cleaning. Flooring adhesive shall also be oil resistant. Floor covering material with anti-skid properties shall be rubber flooring or approved equal. Step treads shall be ribbed rubber flooring with a stainless steel backing plate. All step edges

shall have a band of bright yellow contrasting color running full width of step. The standee line shall be yellow. Color of all flooring to be gray or approved equal. Wheel wells shall be constructed of a minimum 14-gauge galvanized steel, or stainless steel. Wheel wells inside the body shall be covered with ABS covers. All metal hardware and fasteners shall be stainless steel. Standee decals shall be fastened, centered and mounted above windshield.

6. EMERGENCY EXITS:

The vehicle shall be provided with at least one side egress window, with a minimum 1,000 square inch exit area. Additionally an Emergency exit window shall be installed in the rear of bus with fastening device for opening from inside which may be quickly released, but designed to offer protection against accidental release. Label inside rear window with opening instructions. All emergency exits shall be marked with instructions for proper use. The vehicle shall have front and rear emergency exits.

7. GAUGES AND SWITCHES:

The vehicle shall be equipped with the following non-glare analog gauges. Gauges are not to be shielded by the steering wheel and shall be mounted below eye line in the driver's compartment. Lights in lieu of gauges are not acceptable. Mounting of all gauges shall be below the eye line of the Driver. Gauges are to include;

- a. Voltmeter with graduated charge and discharge, both voltmeter and its wiring to be compatible with generating capacities.
- b. Engine oil pressure gauge.
- c. Engine coolant temperature gauge
- d. Fuel gauge.

Switch panel shall be mounted on the dash within easy access to the operator. No controls or switches are to be mounted to the engine cover.

8. FAREBOX:

Vendor shall supply two manual-style, mechanical fareboxes per coach. This shall include one mounting bracket per vehicle ordered. Key system shall be consistent with current farebox system being used at CATA. Key numbers will be provided by CATA to the successful contractor. Farebox shall be mounted with trip handle toward driver. It shall be mounted on a stanchion adequately braced, located near the driver and easily accessible to passengers entering bus (final location to be approved by CATA).

9. SPARE TIRE:

Each vehicle shall be supplied with one additional tire and wheel to match that which is on front and rear axle of vehicle.

10. BUMPERS:

All buses ordered with bike racks shall be equipped with the OEM front bumper and energy absorbing rear bumper having anti-ride capability. All other buses shall be equipped with energy absorbing bumpers front and rear.

11. MUD FLAPS AND RUNNING BOARDS:

The vehicle shall have mudflaps behind the front and rear and shall be securely fastened with metal strips and bolts (flap shall be compressed between bracket and metal strips). Mudflaps shall be wide enough to stop splash at rear wheel openings. Rubber fender splashguards shall be installed on rear wheel well openings. Mudflaps are to be void of all printed names or advertisements of any type.

Running boards shall be provided for the drivers' door. The running board/step shall run the full length of the driver's cab area. Running board/step shall be capable to withhold the standing weight of a 200-pound individual without deflection in the running board/step. Tubular style steps will not be considered.

12. TOWING:

Two rear tow hooks shall be mounted to chassis frame. They shall be adequately braced and of sufficient strength to tow 1.2 times the curb weight of the bus. They are to be properly installed so that bus can be safely towed and lifted without damage to the bus and tow hooks and will not drag when bus is driven over an incline. The bidder shall provide a written towing procedure with their bid.

13. RUSTPROOFING:

In order to provide superior corrosion resistance, all tubular steel shall be galvanized, coated with a 99.9% pure zinc coating during the steel milling process. The steel shall have minimum 50 psi strength and three layers of corrosion prevention coatings. The body floor sub-frame assembly shall be primed to meet the 1,000-hour salt spray test per ASTM procedure B-117, with no structural detrimental effects to normally visible surfaces. The floor structure shall also be rated no less than five using the crosshatch adhesion test per ASTM D3359. Certification of compliance with this requirement shall be published by an independent company and be submitted with the bid. . Prior to shipment, the vehicle shall be undercoated.

All mechanisms (moving or stationary parts) that are affected or rendered useless by application of sealant or insulation shall be cleaned free of sealant or insulation including vent canisters and drainpipes. List of material used for corrosion proofing must be submitted with the proposals for review.

14. INTERIOR MIRRORS AND SUNVISORS:

14.1 Interior Mirrors

Interior mirrors shall be a minimum of 6" x 16", mirror glass shall be convex, 60" radius of curvature.

14.2 Sunvisor

Windshield sunvisor system shall be standard OEM chassis visor.

15. EXTERIOR MIRRORS:

All mirrors furnished, including their mounting, shall meet the requirements of FMVSS 111. All mirrors shall be fully adjustable and mirror arms and brackets shall be of heavy-duty design to minimize vibration. Included shall be two (2) minimum 9 inch (9.0") high x 6 inch (6.0") wide type flat mirrors, each with a minimum of 50 sq. inches of reflective surface area. A minimum three-inch (3.0") square convex type mirror shall also be furnished on each side of the bus.

Location of exterior mirrors shall be consistent with the existing CATA vehicles. Mirrors shall include both flat panel and convex mirrors incorporated into the mirror head housing. Both the mirror and convex panels shall be independently adjustable. The convex portion shall be located below the mirror. The left mirror shall be located on the driver's side door. The right side mirror shall be located on the right front fender area. The driver shall be able to see over the top of each mirror. Both mirror arms shall be equipped with a single arm break away feature to minimize damage. All mirror mounting shall be reinforced and will be subject to approval at the pre-delivery inspection. All exterior mirrors shall be constructed with high impact plastic or stainless steel.

16. SEATING:

16.1 Driver's Seat

The driver's seat cushion and back shall be full depth polypropylene foam with a cover of transportation grade vinyl, or approved equal, dark gray, black or navy in color. Seat shall have power fore and aft slide, back pitch, with manual cushion tilt adjustments and be properly aligned for maximum adjustments. Certified seat belts with retractor shall be attached to frame.

16.2 Passenger Seats

All seats shall be individual bucket type, grouped together in pairs, mid-back/medium height, non-reclining type, each a minimum of 18 inches high and 17 inches wide and grouped together in pairs. Reference attached floor plan(s) see Attachment A. Seat frame shall be tubular steel type construction. Each seat cushion shall be fully padded with high-density, molded polyurethane type foam and reinforced with heavy-duty metal springs of a type design and quality that won't sag with use. For minimum maintenance, covering on all passenger seats shall be long-life flame retardant vinyl, gray or navy in color. All seats furnished shall comply with FMVSS 207 and 208 pertaining to seat design strength and occupant crash protection, and FMVSS 302 pertaining to flammability of materials. Seat belts furnished shall comply with FMVSS 209 and 210 pertaining to belts, attaching hardware and anchorage design strength and construction. Aisle facing seats shall have armrests on both ends. Refer to seating arrangements. Aisle shall be no less than 30" wide.

16.3 Fold Up Seats

Fold up double seats shall be provided in the securement area as per seating arrangements in floor plan B. Seat locking devices shall be of high quality, easy to latch and unlatch. The seats shall be of the same design as the other passenger seats. Floor plan A shall have fixed seating.

16.4 Passenger restraints

All seats shall have proper number of passenger restraint belts and non-retractors with push button releases. Belts are to be a minimum of seventy-four inches (74") in length. Vendors shall submit with their bid certifications that the proposed seats, belts and installation are in compliance with applicable sections of FMVSS 203, 208 and 210 where applicable.

16.5 Seating Arrangements

Included with this specification are the requested two (2) floor plans including the wheel chair provisions. These floor plans are all utilized by CATA to meet various service demands. The requested floor plans are as follows:

- Floor plan "A" seat five (5) fixed seats with securement locations for up to five (5) forward facing wheelchair positions. This will be used for our "Spec-Tran" service.
- Floor Plan "B" seats 18 passengers with provisions for securing four (4) forward facing wheelchair positions. This will be used for our CATA Rural Service (CRS) and Redi-Ride.

All floor plan layouts are attached for reference. CATA has requirements for additional securement belt layouts for the various floor plans. The additional securement points are to

secure a variety of non-standard mobility aid devices. This process requires additional floor mounted securement locations to properly secure larger mobility devices encountered in our service area. CATA will provide the desired layout of the attaching points with the vendor at pre-production time.

17. GRAB RAIL STANCHIONS (SHALL MEET ADA REQUIREMENTS):

A floor to ceiling stanchion shall be provided behind the driver with a guard rail in back of the operator, extending from the vertical stanchion to the left side of the coach 30" + or - 2" above the floor. Below the guardrail shall be a padded modesty panel to the floor extending to the left side of the coach.. Above the guardrail shall be a Plexiglas panel extending from the top of the rail to within 6" of the ceiling and provide a 2" minimum clearance between the vertical stanchion and the plexiglass panel above the guardrail. Stanchion and panel shall not impair driver's seat adjustments.

Left and right side entrance grab rail installed for the low stepwell to floor to ceiling stanchion shall be positioned so passengers entering the vehicle will not use the door opening device for support when boarding the bus. Padded both side vinyl clad heavy duty modesty panel shall be provided to the left of the entrance door with a floor to ceiling stanchion provided at aisle. The guardrail above the modesty panel shall be installed 30" + or - 2" above the floor. A floor to ceiling stanchion, guard rail and modesty panel shall be installed to the rear of the lift. A clear plexiglass panel shall be installed at the guardrail extending to within 2" of the ceiling and 1" of the right sidewall. There shall be a clearance of 2" minimum between the stanchion and the plexiglass partition extending from the guardrail to within 6" of the ceiling.

Two full-length transit-type ceiling grab rails shall be provided and securely attached to the roof section. The horizontal grab rails shall not exceed 74" from top of the floor to the bottom of the grab rail.

The grab rails and all stanchions shall be a minimum of 1.25" cross sectional diameter brushed finish stainless steel. All grab rails and stanchions shall provide an equivalent grasping surface and have eased edges with corner radii of not less than 1/8". All grab rail and stanchion mounting shall have reinforcement plates welded to the structure behind panel of sufficient strength to withstand passenger force. All stanchions and grab rails shall be positioned so as not to interfere with wheelchair movement.

18. INTERIOR LIGHTING:

Overhead entrance and stepwell lights shall provide no less than two foot-candles of illumination on the entrance step area with the door open. This system shall be illuminated automatically when the door is open and conform to ADA regulations. Overhead entrance and stepwell lights

shall be wired and activated automatically by door control and by a separate dash mounted switch. Stepwell light to be on side away from wheel splash. Interior lighting shall provide a minimum of two-foot candles at a reading level. Interior lighting fixtures shall be reasonably flush with the interior walls and ceiling so as not to present a hazard to the passengers. The vehicles shall also have an individual overhead light for driver sufficient for reading.

Light installation shall be designed to illuminate lift platform for night operation. Light switch shall be door actuated on, off with driver override. Lift lighting is to be interior mounted and meet ADA requirements. All interior lights shall be LED.

19. EXTERIOR LIGHTING:

Exterior lighting shall be in accordance with FMVSS 108 and ADA regulations. Marker lights shall be surface mounted. The lamps shall have wire long enough to remove light at least 6" from the vehicle for service. One additional center stoplight shall be installed in the rear body structure. This lamp shall be match the LED lamps used as the tail/brake lamps in the rear of the bus. All exterior lamps are to be LED. All tail, stop and backup lights are to be round sealed beam flush mount LED. Mounting to the body shall be sealed. Brake lights shall not override the flashers or turn signal.

20. SAFETY EQUIPMENT:

All safety equipment shall be secured to vehicle, easily accessible to the driver.

One 5-lb. 2A-10BC, dry chemical fire extinguisher. Fire extinguisher shall have a metal head, a gauge to indicate state of charge and a bracket with strap for securement.

A sign noting the vehicle height shall be applied in the driver's compartment. The height reading shall be visible to the operator while sitting in the normal driving position. The sign shall be of a contrasting color to the interior.

There shall be one interior sign noting the international symbols for no eating, smoking or radios on the bus. The location of this sign shall be in the front of the bus visible to all passengers seated in the bus. The size and layout of the sign shall be approved by CATA.

21. HEATING AND AIR CONDITIONING:

Front heating shall be automotive in-dash type with both heat and air conditioning, using the same ductwork. The passenger area air conditioning system shall be separately controlled from a control station at the driver's position. The controls shall include on/off, two or three-speed blower switch, and a rotary thermostat switch. Front heater shall be largest available. Bus HVAC shall be capable of delivering heat, fresh air ventilation, and air conditioning to the driver's area. Rear heater shall be 65,000 BTU minimum. Heater controls shall be clearly

marked and mounted in the operator's compartment for ease of access. Heater shall have a three speed fan and temperature control. The rear heater shall be coolant type with shut off valves to allow for required service. Any required heater hoses added by the body manufacturer shall be EPDM or silicone and have heavy-duty brass gate valves at engine block inlet and outlet. Heaters shall have temperature control valve which can be regulated in driver area.

The buses shall have front and rear air conditioning with a skirt-mounted condenser, 3 fans with a rear 67,000 BTU evaporator. Units shall be AC Industries 553 Max A/C with 134A refrigerant or approved equal. Rear heater shall be 35,000 BTU minimum. Winter cover kits for the condenser and fans shall be provided for each coach for protection during winter operation. All a/c hoses shall have "Quick Click" connectors to minimize leaks and provide ease of service.

Any required heater hoses added by the body manufacturer shall be EPDM or silicone and have heavy-duty brass gate valves at engine block inlet and outlet. Heaters shall have temperature control valve which can be regulated in driver area.

All heat and A/C lines and hoses shall be sufficiently protected and insulated to ensure against wear from friction and the elements. All heat lines and hoses shall have interior routing and shall be sufficiently protected and insulated to ensure against wear from friction and the elements.

21.1 Roof Mount Climate Control:

The bus shall be supplied with a roof top climate control system designed for semi-automatic control of cooling/heating or ventilation of the bus interior. The rooftop unit will also have front and rear air discharge. The evaporator/heater and condenser unit shall be mounted in the rooftop unit located on top of the bus. The unit will be a low profile design and be 6" or less in height on top of the bus. The interior protrusion from the ceiling to the bottom of the unit shall not exceed 3 ½ ". The total weight of the rooftop unit will not exceed 136 lbs. The compressor and clutch assembly shall be belt driven from the bus engine. A/C controls provided to the driver shall allow mode of HVAC operation and fan speed.

The roof top unit must deliver a minimum net cooling capacity of 65,000 BTUs. All air circulated by the air conditioning and heating units shall be filtered prior to introduction into the passenger compartment. The air filter shall be easily serviced and be cleanable and reusable. The filter material shall be fire retardant meeting the requirements of FMVSS 302.

In the heating and air conditioning modes the unit will evenly distribute the air from the discharge vents of the front and the back of the unit and into the bus at the ceiling. This air shall be 100% re-circulated air.

The air conditioning condenser and evaporator unit frames shall be constructed of ABS structural foam. All hardware shall be 300 series stainless steel to protect against corrosion. Anti-seize lubricant shall be applied to the threads of all stainless steel hardware during unit assembly to

prevent thread galling. The condenser heat exchangers shall utilize brazed aluminum microchannel technology. The evaporator coils shall use 3/8 inch outside diameter inner-grooved tubing and lanced aluminum fins for optimum heat transfer capability.

The electric motors shall be permanent magnet, 12vdc design. Motors shall be capable of three speed operation. The evaporator fan motors shall operate at high speed during heat mode and high speed during cool and vent modes. Evaporator blowers shall be forward curve, double inlet centrifugal type. Condenser fans shall be axial flow type.

The evaporator blowers, dryer, expansion valve, refrigerant fittings tie in, relays and control board shall be accessible from the interior of the bus. All refrigerant maintenance items will have mechanical fittings. The return air filter will also have easy accessibility inside of the bus.

All a/c hoses shall have "Quick Click" connectors to minimize leaks and provide ease of service.

All heat and A/C lines and hoses shall be sufficiently protected and insulated to ensure against wear from friction and the elements. All heat lines and hoses shall have interior routing whenever possible and shall be sufficiently protected and insulated to ensure against wear from friction and the elements.

22. WINDOWS:

Large passenger windows: To create a feeling of light and spaciousness in the passenger compartment, the main passenger windows shall be as large as possible, 45" wide x 36" high minimum. Narrower windows may be used to fill smaller areas as necessary. The windows are to be glazed with nominal 1/8" tempered safety glass.

Windows shall be T-type slider or tip-in type with ventilation at top of windows. Windows shall have heavy-duty locking features and shall meet FMVSS 217 for emergency exits, if applicable. Caulking around windows shall be used only as a seal, not to make up for body defects or out of tolerance window openings. All glass shall be tinted, passenger windows AS-3 tint, windshield one solid tint, and meet applicable federal standards.

A right front window shall be installed immediately forward of the entrance door, and use all of the space possible from the top of the windshield down to the floor.

23. PAINT:

Paint shall be applied in accordance with the paint manufacturer's requirements. Coat entire painted surface with a minimum of two coats of paint, properly activated and reduced. Coaches are to be entirely painted in bright white. Vendor shall supply CATA with the paint code number with delivered support material.

24. INSULATION:

Inside walls, ceiling, floor and firewall area shall be adequately insulated for sub-zero winters. Insulation shall be Urethane spray foam, non-formaldehyde, fire resistant, non-hygroscopic and resistant to fungus. Insulation shall prevent condensation and thoroughly seal bus so that the driver or passengers during normal operations cannot feel drafts with the passenger door closed. Insulation shall meet FMVSS 302 fire retardant specification. Insulation shall not cover up electrical switches or electrical devices and shall not be sprayed in wheelwells. If harnesses are sprayed in place, they must be loomed so replacement wires can be pulled through the loom.

Engine hood cover shall have adequate insulation to keep driver's foot area cool during summer months. Drivers' area noise level shall not exceed 80 decibels at a constant speed for 55 MPH on a level roadway.

25. WHEELCHAIR LIFT:

The buses shall meet all requirements of 49 CFR, Part 38, and Subpart B: ADA Accessibility Specifications for Transportation Vehicles – Buses, Vans and Systems. This includes the loading system, wheelchair accommodations, interior movement, passenger information, lighting, doors, signs, etc.

Wheelchair lift shall operate by power to lift vertically and gravity to lower, compliant with FMVSS 403 and 404 with capability of lifting rating of 1,000 pounds. The control shall be interlocked with the vehicle brakes, transmission or door, or shall provide other appropriate mechanisms or systems, to ensure that the vehicle cannot be moved when the lift is not stowed and the lift cannot be deployed unless the interlocks or systems are engaged. The lift shall be mounted within bus body on the right curbside, between entrance door and rear wheel. The lift shall have a rear mounted pump.

The device must incorporate a manual method of lowering to ground level with a lift occupant, and raising and stowing the empty lift in the event of a power failure. In the stowed position, the lift shall be secured in a manner that will reduce rattling.

A dual-panel wheelchair lift door, with a viewing window in the upper section, shall be provided. The door construction shall consist of an 11-gauge steel frame with a composite skin. The lift door opening shall be in compliance with ADA regulations. The door shall have an exterior lock and handle. A gas strut shall be installed to hold the door in the open position. Other step wells and doorways, including doorways in where lifts or ramps are installed, shall have, at all times, at least 2 foot-candles of illumination measured on the step tread, or lift of ramp, when deployed from floor level.

26. WHEELCHAIR SECUREMENT AREA:

The restraint system shall be a retractor style system and comply with ADA, SAE J-2249, and the updated 2017 WC - 20, WC – 20 Standards, along with all recognized government standards. This system will be installed to the manufacturers supplied installation instructions and specifications and be ADA compliant in application. Certificate of crash testing must be made available if requested.

Securing retractors shall be fully automatic, self tensioning, self locking retractors. Retractors will have two zinc cast knobs as to allow the attendant to tighten the securement when necessary. Release levers shall be durable to release the retractor with the toe or tip of their foot, suggested source or approved equivalent.

All four retractors will be of the same design and have a J – hook style attachment device or approved equivalent.

Floor anchorages will be made up of individual stainless steel circular anchorages allowing attachment of the retractors in any direction. The anchorage shall also allow a 360 degree rotation of the retractors. The anchorage fastener shall have a moisture resistant dust cover as to reduce corrosion around the head of the fastener. In floor, track style anchors will not be considered.

Front anchorage points will be no less than 30 “wide.

Rear anchorages points will be 13” to 15” wide.

Front to rear anchorage measurements shall be 54 inches where space permits as to accommodate all mobility devices. In the event both locations cannot accommodate 54 inches a second securement location may be 48 to 52 inches in length but must be noted in the bid exceptions. The largest securement location must be located closest to the lift and have a fifth rear anchorage as to allow for difficult mobility devices and scooters.

The occupant restraint system shall be a retractable combination lap and shoulder belt with a manual height adjuster on the upper anchorage attached to the wall. The lower retractor can be mounted to the wall seat track in lieu of the floor provided the OEM meets the appropriate pull test per all the above recognized standards and attaches with an anti-rotation bracket or approved equivalent. All lap and shoulder belts associated with the securement system shall be auto retract types belts.

To properly secure all inactive securement belts a pouch system must be installed that can secure each device in the area it is used in and must not infringe on securement areas. Mounting location shall be approved by CATA. A drawing of the proposed locations shall be submitted with the proposals for review.

27. CHASSIS SPECIFICATION:

The chassis shall meet the following minimum requirements:

27.1 Chassis

Since the chassis structure assembly forms the structural backbone of the entire vehicle, components furnished shall be capable of supporting and sustaining the vehicle loaded to maximum G.V.W. ratings, including the stress and torque developed by the steering, suspension and power train systems. Complete chassis system furnished shall be approved by its manufacturer for commercial bus vocational applications. Frame rail/cross member assembly shall be H.D. ladder type design. Minimum frame size shall be 7.45 inches deep (high) x 3.0 inch flange width x .1875 inches (34/16") thick. Minimum RMB rating for the frame rails shall be 200,000 in.-lbs. per side, not total combined. The Recreational Vehicle (RV) rated chassis shall be heaviest available for the wheelbase, and shall have one front axle and one rear axle only. CATA is requesting GVWR of 14,000 minimum.

27.2 Tilt Wheel/Power Steering

Steering system shall be power hydraulic type, designed in a manner that the driver can maintain vehicle steering control in a manual mode should power assist unit malfunction or fail. Steering column shall be energy absorbing type, designed to compress under impact. Steering wheel shall not exceed 16 inches in diameter. Steering column shall be tilt type design. Dual electric horns shall also be furnished.

27.3 Wheelbase

Wheelbase shall be 190" minimum for 25' buses.

27.4 Engine

Engine shall be gasoline powered, OEM spec manufacture four-cycle, liquid cooled 6.5 liter minimum displacement on the manufacture chassis. Engine shall be equipped with "Alternate Fuel Prep" option and be capable of operating on Propane fuel.

27.5 Transmission

Transmission shall be an automatic type, heavy-duty electronic controlled 6-speed with Overdrive to meet minimum requirements. Shift level shall meet requirements of FMVSS 102 cooled by an external HD transmission oil cooler in series with radiator cooler or equal (cooler capacity to match GVW of bus).

28. PROPANE (LPG) FUEL OPTION:

CATA is requesting all bidders propose pricing for both gasoline and propane (LPG) fuel. A complete conversion system includes ALL the "under-hood" components, the fuel controller, valves, actuators, brackets, hoses, all hardware, wiring and electronics and any software needed to convert the vehicle to LPG operation.

LPG conversion vendor **MUST** be a Qualified Vehicle Modifier (QVM) approved alternative fuel supplier that maintains OEM Warranty.

LPG Conversion system must be FTA ("Altoona") Bus tested for use in the vehicle being proposed. Vendor shall provide LPG conversion vehicle specifications and process overview. Before delivering a completed vehicle conversion, the vehicle **MUST** be reviewed by a CATA inspector and signed off. Only then can the vehicle be delivered to CATA.

28.1 ENGINE REQUIREMENTS

- LPG fuel system shall have a dedicated liquid injection system.
- LPG fuel system shall work with existing OEM diagnostics/OEM PCM. A separate controller will not be accepted.
- LPG fuel system shall be EPA and CARB certified.
- LPG fuel system shall meet all FMVSS, NHTSA and NFPA58 regulations.
- Once the LPG conversion process is complete, the engine shall meet or exceed the performance, horsepower and torque per the OEM specifications.

28.2 LPG FUEL TANK REQUIREMENTS

- Fuel tank must be packaged in same location as OEM gas tank that is removed and must meet all ground plane clearance.
- Fuel tank shall be designed for LPG with the largest available capacity.
- Fuel tank shall mount using OEM hardware and bracket system.
- Fuel fill shall be protected from weather.

28.3 WARRANTY

The vendor must provide details of its warranty policies and procedures on the Price Proposal Form or as an attachment. **At a minimum, the vendor shall warrant workmanship, parts and labor for a period of five (5) years/60,000 miles at no additional cost to CATA.** The vendor shall replace any parts within the warranty period that fail due to defect in material or workmanship resulting from normal use. Deficient parts shall be replaced at no additional cost to CATA. The vendor shall indicate if the warranty provided differs from the specification requirements.

28.4 PRODUCT QUALITY

The vendor shall establish and maintain quality control procedures throughout the entire LPG conversion process. The vendor shall make adequate provisions to ensure that the parts, materials and workmanship meets or exceeds the specifications of this RFP. All work shall meet or exceed OEM quality specifications.

29. ALIGNMENT:

Vehicle shall have front-end alignment at final point of inspection, just prior to delivery to CATA. CATA shall be furnished a copy of work order for each bus upon delivery.

30. FRONT AXLE AND SUSPENSION:

Front steer axle and suspension system capacity rating shall be rated at the ground. Axle caster and camber angles shall be adjustable, with caster angle selected and set in a position that helps return the front wheel and tire to a straight or center position after turning with minimum assistance required from the driver. Alignment toe-in shall be checked for proper tolerance and adjusted by the body manufacturer after the body is installed. For maximum passenger comfort, torsion body roll shall be controlled and stabilized in the suspension system with a minimum one-inch (1.0") diameter sway bar assembly. Vertical motion of axle travel shall be dampened in the suspension system by two (2) long-life, heavy-duty, gas-pressurized type shock absorbers, each with a minimum 1.375 (1 3/8") piston diameter.

31. REAR DRIVE AXLE AND SUSPENSION:

Rear drive axle and suspension system capacity rating shall be rated at the ground. Axle shall be a heavy-duty design with a minimum .375 inch (3/8") tube wall thickness, single reduction, full floating type with a minimum ten (10.0") diameter ring gear. Axle gear ratio shall not be numerically lower than 4.10 to 1.0 and be limited slip design. For maximum ride comfort, rear suspension shall be equipped with rubber block type suspension system. Vertical motion of the rear axle travel shall be dampened in the suspension system by two (2) heavy-duty gas pressurized type shock absorbers, each with a minimum of 1.375 (1.3/8") piston diameter.

32. ELECTRICAL BODY POWER DISTRIBUTION:

The body builder power distribution center must use connector plug in type or equivalent for easy removal or testing. It must be made of a heavy duty type printed circuit card with all base components located on the front of the card including all interior light relays, master relay, destination sign, master breaker and fuses. It must include an 80 amp non-replaceable relay to minimize resistance for the ignition circuits including a 50-amp maxi fuse. All of the relays must be removable for replacement except the primary 80-amp relay and shall be +12v DC. All fuses shall be standard automotive type with the ability to upgrade to auto or manual reset circuit breakers upon request. LED lights shall be included for troubleshooting. Red LED indicates a fuse is blown and in use while a green LED indicates the relay is good and a yellow LED to

indicate a signal wire is active. All grounds must use a connector plug in type at the electrical center for common grounding location and can only use single wire termination for each ground wire by the use of a standard blade type fuse to common parts. These options will be marked as Jumpers and shall be considered low current. The card shall contain a single common buzzer utilizing these jumpers. The buzzer shall have the ability to activate when lift door is open, entry door is open, and window is open and an auxiliary input for other requested items.

The power distribution center must include all major options to be adapted directly to the main card. These must be included on 3 distinct cards listed as stop request module, heater module and flasher module. All cards shall contain LED lights for troubleshooting. The cards below shall not use any harness or wires to connect to the main card. They shall use metal type standoffs to carry the circuit with screws.

- a. A heater module must have the ability to relay 2 separate heaters with independent high and low speeds. An output shall be included that is common for any heater output to be used for a water valve or pump.
- b. The flasher module shall contain options for OEM lights or body builder added lights through the use of jumpers. Options will include lift door open, rear door open, entry door open and an auxiliary input to activate for additional requested options. All jumpers shall be standard blade type fuses to standardize parts.

All cable and wiring shall be color-coded and number stamped in loom for protection. The builder shall furnish complete wiring diagram with integrated body and chassis marked to show the code used.

Circuit breakers shall be on a master electrical panel and used in lieu of fuses. Electrical panel location shall be readily accessible. Highest quality components available shall be used. The electrical panels shall be located within the interior of the coach.

All wiring added to chassis fuse block shall be securely fastened to prevent wires from being knocked loose by driver or vibration. All added wiring shall be heavy-duty, properly grounded to body frame structure and to chassis adequate for subsystem electrical capacity. All added wiring shall be installed in a split open-type loom.

All accessories and electrical equipment with the exception of headlights, taillights, and emergency lights shall be wired through a constant solenoid energized by the vehicle's ignition switch in both accessory mode and ignition "on" mode.

A master switch with light shall control all accessories, overriding individual switches.

Wiring from chassis wiring to rear lights and gas tank shall be protected and supported from ice and snow build-up. Wiring shall be inside bus where possible. Wiring to tail lights shall be long enough to remove assembly for service.

No scotch lock wire connectors will be allowed. All exterior wiring connections shall be weather tight. Terminals shall be stake-on spade or equivalent. All exterior connections shall be covered with heat shrink tubing.

Factory installed AM-FM radio in the driver's area with two speakers.

All switches shall be mounted on the dash for ease of access and operation. No switches shall be mounted on the engine cover. All switches shall be permanently marked and backlit where possible.

33. BATTERY:

Two (2) type 1131 batteries shall be furnished for the 12-volt system. Batteries shall be mounted in a skirt mounted compartment. Inside of battery compartment shall be covered with a durable insulating material to prevent electrical shorts. Vented battery compartment shall be coated with acid resistant paint. Battery compartment must be located below the floor line with adequate reinforcement brackets mounted to floor supports. Battery cables to be size 2/0 with soldered on connectors on both ends. Cable shall be long enough to provide access to the battery for service and maintenance.

34. ALTERNATOR:

Chassis OEM dual alternators, rated at a minimum 110 amps each, shall be provided. The drive belt shall be serpentine. The location of the alternator shall be consistent with OEM mounting. Any brackets modifications shall not reduce the strength of the bracket or limit on vehicle serviceability of the alternator.

35. FAST IDLE:

The engine shall be equipped with the chassis OEM fast idle control. The control system shall have a manual switch, volt sensor, and an indicator light and activate automatically. The system shall activate with the parking brake application and automatically deactivate when the brake is released.

36. GROUNDS:

Heavy-duty 2/0 cable with soldered on connectors shall be minimum requirement. Other grounds as required shall be furnished to handle subsystem electrical capacity.

37. BRAKES:

37.1 Hydraulic System

Bus shall be equipped with a split power design type system with four-wheel ABS (anti-lock braking) system. Brake system furnished shall be designed in manner that the front and rear axles

operate on separate, independent circuits. Should the brakes on one axle fail the brakes on the remaining axle shall be capable of stopping the vehicle. Should the engine fail, the brake system furnished shall have reserve capacity to permit the application of the brakes at least once for the purpose of bringing the vehicle to a stop within the legal stopping distance after the engine has become inoperative. Both axles shall be equipped with hydraulic activated caliper disc type brakes. All brake lining material shall be long-life, premium grade, semi-metallic, non-asbestos type. Front and rear axle brake systems furnished shall be an automatic adjusting type.

37.2 Parking Brakes

Vehicle shall be equipped with a manually activated parking brake, activated by a foot control lever. Parking brake furnished shall be capable of locking the wheels to the limit of traction when vehicle is fully loaded on a six percent (6%) grade. A dash mounted warning light shall be furnished to indicate when parking brake is "on".

37.3 Brake Retarder (optional)

CATA is not requesting a brake retarder on these vehicles. If a retarder is required by the manufacturer, it shall be manually activated through the brake pedal. Brake retarder shall not over ride the vehicle's OEM anti-lock brake system during brake retarder operation. An on-off switch shall be provided to manually control power to the brake retarder. Location of the switch shall be near the driver's area.

38 BACKUP CAMERA:

Vehicles shall be equipped with a backup camera. The camera should be an OEM product and easily visible by the driver. After-market type mounts on the dashboard will not be considered. The screen shall be integrated wholly within the dash or the driver's rear view mirror. Camera shall turn on automatically when the transmission is placed into reverse and turned off immediately when the transmission is shifted out of reverse. The camera "eye" at the rear of the vehicle shall be mounted as flush as possible in or on the rear body panel. The eye shall also be aimed in such a way that not more than 50% of the driver's screen displays the ground directly behind the vehicle. At least 50% of the screen shall show the area directly behind the vehicle above ground level. A rear backup warning sensor system is not required or requested but will be considered if integrated within the OEM backup camera.

39.a FUEL TANK (GASOLINE):

The gasoline fuel tank(s) shall be located behind the rear axle between the frame rails for optimum safety and maximum passenger protection in a side impact crash. Vehicle must be fueled from a single fueling point, located on the driver's side of the vehicle. Gasoline vehicles must have a minimum capacity of 55 US gallons.

39.b FUEL TANK (PROPANE OPTION):

The propane (LPG) fuel tank(s) shall be located behind the rear axle between the frame rails for optimum safety and maximum passenger protection in a side impact crash. Regardless of how many tanks are required to achieve the maximum possible range, vehicle must be fueled from a single fueling point, located on the driver's side of the vehicle. Fuel tanks must have the ability to be evacuated via the fueling nozzle for ease of servicing. CATA is not requesting a fuel recovery and/or transfer system be included in proposals.

40. WHEELS:

Vehicle wheel size shall be 16.0" x 6.0" minimum. Wheel rims shall be steel and painted bright white.

41. TIRES:

All tires shall be tubeless and steel radial black wall, single front, and dual in rear. All tires shall be sufficiently rated to handle the load of the vehicle. Vehicle shall be supplied with one additional tire and wheel assembly compatible with both front and rear axle wheel positions.

42. DRIVE LINE:

Drive line and universal joints furnished shall be of sufficient size and capacity rating to support both the rotational speed and torque developed in the drive train system, with consideration to the G.V.W. rating of the bus. Drive shaft shall be guarded a minimum of three places to prevent it striking the floor of the bus or the ground in the event of a tube or universal joint failure.

43. WIPERS:

System furnished shall meet FMVSS 104, 107 and SAE recommended practice J942. Wiper arms shall be electric powered type of heavy-duty design, capable of operating effectively in the most adverse weather conditions, and include an intermittent speed control feature. Washer reservoir shall be a minimum two-quart capacity.

44. COOLING SYSTEM:

Radiator and cooling shall be chassis manufacturer's heavy-duty design, suitable for use in transit service. Anti-freeze coolant furnished shall be capable of protecting the system down to -20 degrees F. A coolant overflow recovery system shall be provided.

46. FLUIDS:

To be checked and filled, from inside the front of the hood. Engine, Transmission and power steering oil fill/check shall be located for easy access.

47. OTHER ITEMS:**47.1 Safety**

The following safety items shall be provided on each vehicle.

- a) Warning buzzer that is readily audible outside the vehicle when transmission is in reverse and shall be mounted in a protected location in the rear axle area.
- b) A master switch with light for lift at driver's station.
- c) A light at driver's station activated when lift door is open or lift is in operation.

48. DESTINATION SIGN/RADIO PREP:

All buses shall be equipped with a front electronic LED destination sign, minimum 14 x 108-8mm Amber, 12V. A list of the required destination codes will be provided to the successful bidder. Sign ODK shall be located above the driver. Side and rear mount signs are not requested.

48.1 2-Way Radio/GPS Antenna Provisions

Antenna ground plains shall be installed in the roof structure for antennas to include two-way communication and GPS. Conduit with fish wire shall be installed from the ground plain and terminate in the destination sign area. Interior roof access shall be provided below the ground plain. A separate 12 volt 20 amp ignition switch activated power supply shall be furnished in the destination sign area for the radio. Drawings of the locations in the roof structure shall be provided with the bid for review by CATA.

49. INFORMATION TO BE SUPPLIED WITH EACH VEHICLE:

1. Copy of manufacturer's statement of origin for each vehicle to include the manufacturer's chassis specifications.
2. Warranty papers for chassis, body, and drive train and for all additional equipment.
3. Drawing showing wiring schematics of all electrical circuits, body, and chassis. Please submit 5 sets.
4. A repair and parts manual for chassis, body, and auxiliary equipment. Please submit 1 repair and 1 part manuals. This shall include a parts list with up-to-date prices for body and sub-systems.

5. Operator's manual for vehicle and all add-on equipment. Please submit one per coach.
6. Line setting ticket for chassis and body shall be installed in standard location, with no holes or rivets obscuring writing and numbers. Ticket shall include axle ratio of rear end. A paper copy of ticket shall also be provided with the vehicle.
7. Maintenance and inspection schedule incorporating the required maintenance and inspection of the basic vehicle and its subsystems (i.e. wheelchair lift).
8. Proof of front-end alignment (work order or bill).
9. Proof of undercoating (warranty).

50. MANUFACTURE QUALITY CONTROL:

The Contractor, the Contractor's manufacturing plant and organization shall be certified to the appropriate QS-9000/ISO 9000 series of standards. Manufacturer shall provide a plan for quality control during vehicle construction. Manufacturer shall also provide name of chief of quality control for vehicle construction. Vehicles shall be thoroughly inspected, during construction and upon completion, to ensure that all equipment is installed and operating properly. Tests shall be performed to ensure that the unit is dust proof, watertight, fume proof, and all vehicle fluids are per specifications.

51. PURCHASER INSPECTION:

CATA reserves the right and shall be at liberty to inspect all material and workmanship at all times during the progress of the work, and shall have the right to reject all material and workmanship which do not conform to the specifications or accepted practice.

51.1 Resident Inspector

CATA will be represented at the Contractor's plant by resident inspectors in accordance with 49 CFR Section 663. They will monitor, in the Contractor's plant, the manufacture of buses built under this procurement. The resident inspectors will be authorized to approve the pre-delivery acceptance tests, and to release the buses for delivery. Upon request to the quality assurance supervisor, the resident inspector will have access to the Contractor's quality assurance files related to this procurement. These files will include drawings, material standards, parts lists, inspection processing and reports, and records of defects.

No less than 30 days prior to the beginning of vehicle manufacture, the resident inspectors will meet with the Contractor's quality assurance manager. They will review the inspection procedures and checklists. The resident inspectors may begin monitoring vehicle construction activities two weeks prior to the start of vehicle fabrication.

The Contractor will provide office space for the resident inspectors in close proximity to the final assembly area. This office space will be equipped with desks, outside and interplant telephones, file cabinet, chairs.

52. WARRANTY:

The vehicle chassis warranty shall be a minimum of 50,000 miles or three years, whichever occurs first. Three-year minimum warranty coverage on body construction. Power train shall be covered for a minimum of 5 years or 100,000 miles. The complete body and add on components are warranted for a period of one year or 12,000 miles, whichever occurs first. The air conditioning system is warranted for two years. Warranty shall start the date the vehicle is placed into service. The chassis, body and all add-on components shall be warranted by the successful contractor.

53. DELIVERY:

CATA is requiring that ordered buses be delivered within 180 days of the issuance of a Purchase Order. If delivery time frames vary please note your exceptions within your proposal for consideration.

54. MISCELLANEOUS:

1. The vendor shall furnish CATA with delivery schedule of chassis to vendor and a delivery date of completed vehicles. Within 30 calendar days from date of order.
2. Any in-line changes shall have prior written approval of CATA.
3. Vendor shall supply CATA with the following information for vehicles specified:
 - a) Copy of the FMVSS 220 test results
 - b) Required FTA clauses to be attached to bid quotations.

55. TRAINING:

The successful bidder shall provide a minimum of eight (8) hours of training for each bus order delivered to CATA. All training shall be performed at CATA for each of the components listed below. This training will be provided to all of CATA's maintenance personnel covering the following components and performed at the CATA facility. The training time must be equally provided between three working shifts:

- a) Wheelchair Lift
- b) Alternator System (if not OEM equipment).

- c) Auxiliary heating system.
- d) Propane system

The specified training shall include basic operation, preventative maintenance of the component or system and trouble shooting the component or system. All training shall be conducted at the CATA facility and may require the instructor to teach evening classes. Training class shall be held at no cost to CATA.

56. OPTIONAL EQUIPMENT:

The following equipment is going to be considered for this procurement. CATA is requesting pricing for the options listed and will make a determination based on funding levels as to which will be executed

56.1 AUTOMATIC VEHICLE LOCATION (AVL) SYSTEM:

CATA is requesting a quote to include both provisions for and the installation of an Automatic Vehicle Location (AVL) system.

The system will require the following components;

- Public Data Modem – For reference, CATA utilizes Sprint capable Sierra Wireless GX450 with the required antennas.
- Covert Silent Alarm Switch
- Hook Switch and MIC
- All Necessary mounts and harnesses
- NEMA enclosure
- RAM Mount
- Vehicle operator manual
- Wiring harness

All other necessary installation kits and equipment. For reference, CATA utilizes Trapeze to ensure full compliance and support for Trapeze Software (PASS-Novus).

56.2 BIKE RACK:

One (1) bicycle transportation device shall be installed. It shall be centered on the front bumper of the bus. The device shall provide a secure storage space for two (2) bicycles at any one time to be transported by the bus in regular service. The bike rack shall fold up to minimize space when not in use and be easily operated by any passenger wishing to transport a bicycle. Bike rack shall be stainless steel finish. The bike rack mount shall also have a “quick release” mounting bracket. The mount shall allow for the bike rack to be removed from the bus by removing a single securement pin.

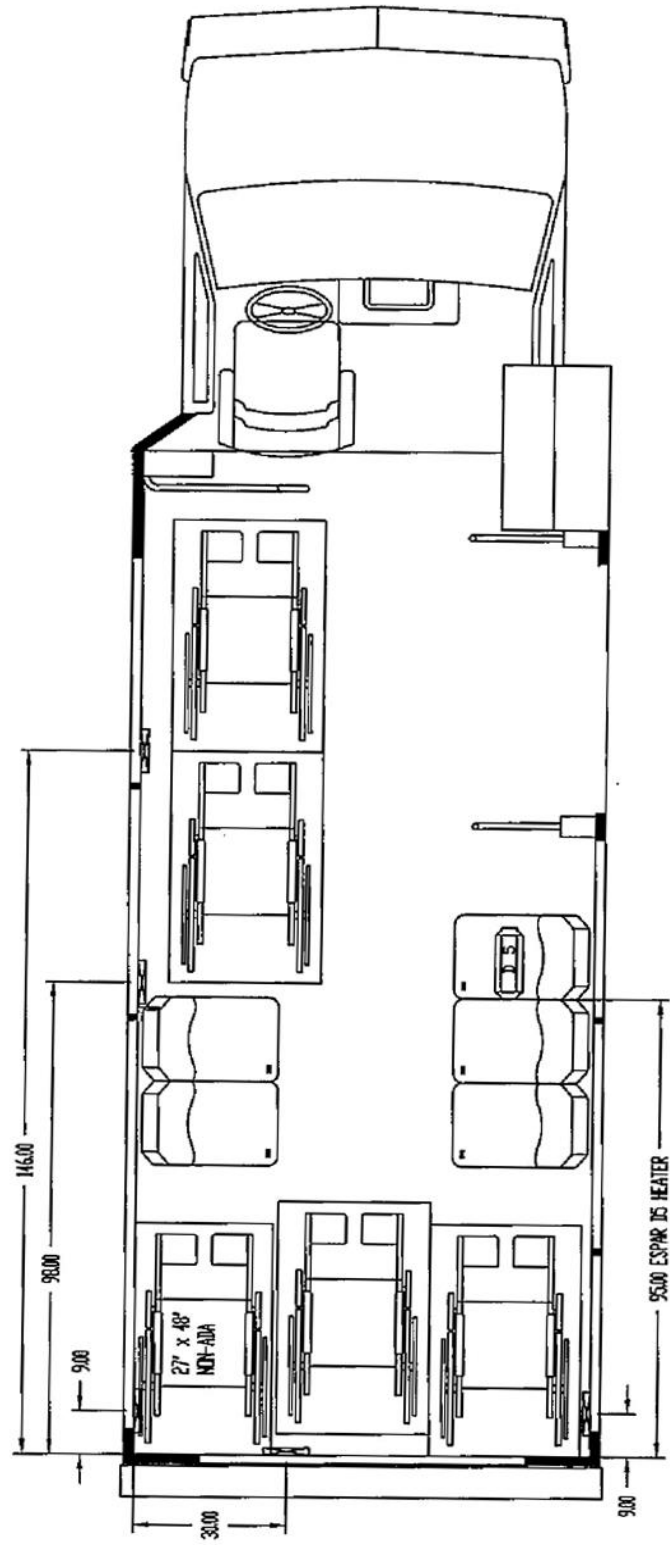
Attachment “A”

Floor Plans

CATA “A” 5 seated, 5 securement positions

CATA “B” 18 seated, 4 securement positions

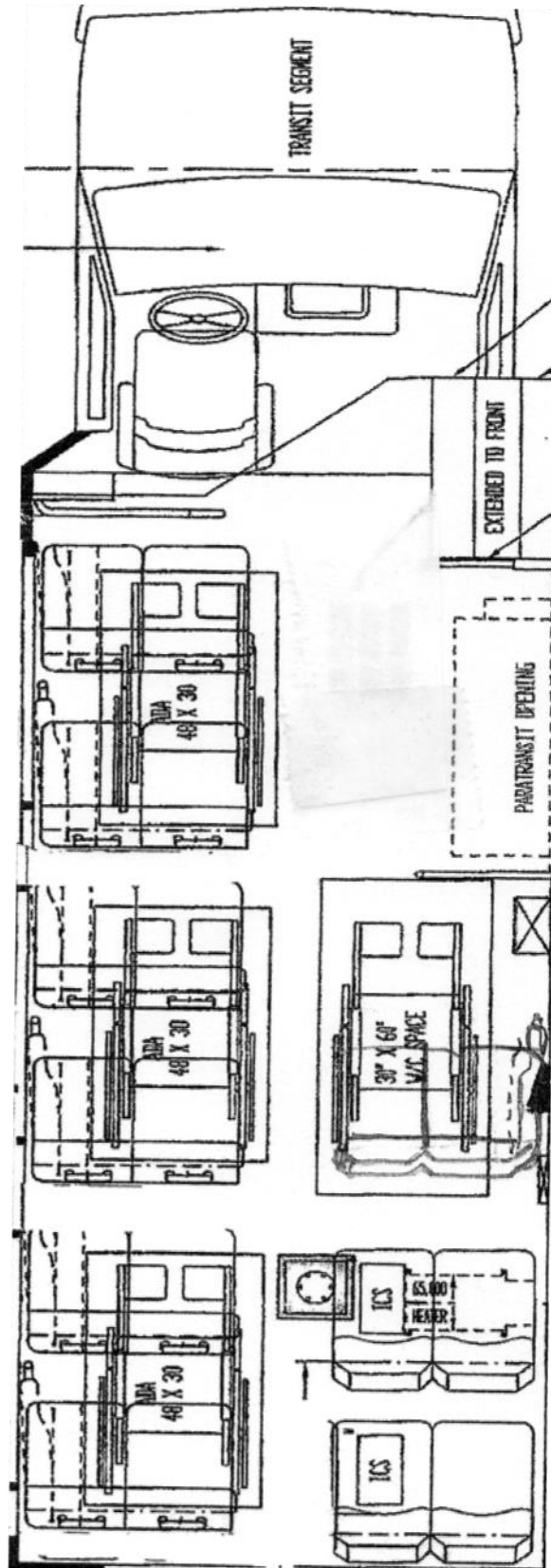
Floor Plan A
• Spec-Tran Service



RETRACTABLE BELTS

Floor Plan B

- CATA Rural Service (“CRS”)
- Redi-Ride Service



Attachment “B”

Pricing Sheet

Base 25’ Bus - Floor Plan “A” w/gasoline engine * _____

Base 25’ Bus - Floor Plan “B” w/gasoline engine * _____

Roof Mount Climate Control _____

Propane Fuel Option/per bus _____

AVL System _____

Two (2) Position Bike Rack _____

***Please include per unit pricing. If quantity discounts are available, please indicate.**