



**REQUEST FOR PROPOSAL  
GHTD RFP #07-020**

**JOINT PROCUREMENT  
PARATRANSIT VEHICLES**

**May 11, 2020**



## RFP KEY INFORMATION SUMMARY SHEET

**Request for Proposals:** Joint Procurement – Paratransit Vehicles

**Solicitation Number:** RFP #07-020

**RFP Issue Date:** May 11, 2020

**RFP Issuing Office:** Greater Hartford Transit District

**Procurement Officer:** LaShaunda Drake  
Procurement and Contract Coordinator  
Greater Hartford Transit District  
One Union Place  
Hartford, CT 06103  
Phone: (860) 380-2012  
Email: [ldrake@ghtd.org](mailto:ldrake@ghtd.org)

**Proposal to be sent to:** Greater Hartford Transit District  
One Union Place  
Hartford, CT 06103  
Attn: LaShaunda Drake

**Pre-Proposal Conference:** May 26, 2020 at 10:00 AM Local Time  
Web Meeting via GoToMeeting  
<https://global.gotomeeting.com/join/527064533>  
Dial in by phone: (669) 224-3412  
Access Code: 527-064-533

**Approved Equal Request Deadline:** June 1, 2020; 12:00 PM Local Time

**Inquiries Deadline:** June 5, 2020; 12:00 PM Local Time

**Proposal Due Date and Time:** June 17, 2020 at 2:30 PM Local Time





## NOTICE

### **REQUEST FOR PROPOSALS GHTD RFP #07-020 JOINT PROCUREMENT PARATRANSIT VEHICLES**

The Greater Hartford Transit District (the "District"), Hartford, Connecticut, is seeking responses from qualified firms for the Purchase and Delivery of Fully Accessible Cutaway Buses and Ford Transit "Type" Fully Accessible Minibuses for the Greater Hartford Transit District and other specified Districts in accordance with requirements of the Scope of Work Documents.

RFP documents may be obtained by calling the District at (860) 380-2012 or emailing: [ldrake@ghtd.org](mailto:ldrake@ghtd.org). A **pre-proposal conference will be held on May 26, 2020 at 10:00 AM via GoToMeeting** to outline requirements and to provide the opportunity for questions and explanations.

Proposals shall be submitted to LaShaunda Drake, Greater Hartford Transit District, One Union Place, Hartford, CT 06103, on or before **2:30 p.m. on Wednesday, June 17, 2020**. Proposals received after the deadline will not be considered and will be returned to the Proposer unopened. Any changes, or any requests for changes in the specifications, will not be recognized after sealed proposals are submitted to the District.

Any contract resulting from this request for proposals is subject to a financial assistance contract between the District and the Connecticut Department of Transportation and the Federal Transit Administration. All Proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

The District hereby notifies all Proposers that in regard to any contract entered into pursuant to this Request for Proposals, advertisement or solicitation, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

The District reserves the right to reject any and all proposals as submitted in response to this Request for Proposals, and to waive informalities and irregularities, as it deems in its best interest.

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# SECTION I GENERAL INFORMATION

## 1. INTRODUCTION

The Greater Hartford Transit District (the "District") is a quasi-municipal corporation operating under the authority of Chapter 103a of the Connecticut General Statutes. There are currently sixteen member towns represented by appointees who collectively form the Board of Directors, the policy making body of the District. The District has broad powers to acquire, operate, finance, plan, develop, maintain and otherwise provide all forms of land transportation and related services including the development or renewal of transportation centers and parking facilities.

The District is eligible and authorized under state and local law to request, receive, and manage grant funds and to execute and administer grant-funded projects. The District provides a variety of services in support of public transportation in the Capitol Region of Connecticut.

The District is soliciting proposals through this Request for Proposals ("RFP") from a firm or firms interested and capable of manufacturing and delivering accessible transit/paratransit vehicles under a joint procurement in accordance with the terms and conditions set forth in RFP #07-020. The Contract for each order placed using this procurement shall be a firm-fixed price Contract.

Specifically, the District is requesting proposals and pricing for the following types of buses: Standard Cutaway Chassis Minibuses with Lifts and Ford Transit "Type" Buses with lifts (or approved equal.)

The specifics of the services, and other documents relevant to this RFP, are set forth in the Scope of Services and in the Exhibits attached hereto and made a part hereof.

## 2. SUBMISSION OF PROPOSALS

Proposers shall submit five (5) copies of the Technical Proposal and a separate Cost Proposal by **2:30 p.m., Wednesday, June 17, 2020** to:

LaShaunda Drake  
Procurement and Contract Coordinator  
Greater Hartford Transit District  
One Union Place  
Hartford, Connecticut 06103

Technical Proposals shall be enclosed in a sealed envelope and clearly marked "TECHNICAL PROPOSAL PARATRANSIT VEHICLES" on the front thereon. The Respondent's complete return address must be included on the envelope.

Cost proposals shall be enclosed in a separate sealed envelope and clearly marked "COST PROPOSAL FOR PARATRANSIT VEHICLES" on the front thereon. The Respondent's complete return address must be included on the envelope.

The envelope containing the technical proposal and the envelope containing the cost proposal shall be enclosed in an outer envelope clearly marked "PROPOSAL FOR PARATRANSIT VEHICLES" on the front thereon. The Respondent's complete return address must be included on this envelope.

Proposals shall be prepared as described in Section III of this RFP.

Late submissions will not be accepted. It is the responsibility of the Proposer to ensure that its Proposal is delivered to the District by the date and time referred to hereinabove. Delivery by facsimile or any other electronic means will not be accepted.

All costs associated with the preparation and delivery of a Proposal are the sole responsibility of the applicable Proposer. Proposers shall not include any such expenses as part of the price proposed in response to the RFP.

A submission of a proposal will be considered by the District as constituting a legal offer by the Proposer to perform the required services at the proposed price.

### **3. PROPOSAL INQUIRIES**

Communication by any Proposer with any agent or employee of the District or on the subject of this RFP, or the pending process may result in the Proposer being deemed ineligible with regard to this RFP. All questions and requests for clarification regarding this RFP or this process must be submitted in writing to LaShaunda Drake on or before **noon on Friday, June 5, 2020**. Any correction or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document. The final addendum for the project will be issued no later than **5 p.m. on June 12, 2020**.

### **4. PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will be held by the District on **Tuesday, May 26, 2020 at 10 AM local time via GoToMeeting**. The purpose of the conference is to outline the requirements and service standards that the District will expect of the Contractor, as well as to provide the opportunity for questions and explanations.

To join the GoToMeeting, visit: <https://global.gotomeeting.com/join/527064533>  
You can also dial in using your phone: (669) 224-3412  
Access Code: 527-064-533

The Proposer may submit any written requests for clarification as well as any questions regarding this solicitation package prior to the pre-proposal conference. Participation in the Pre-Proposal Conference is not mandatory, and is not a condition for final award.

Prospective Proposers are requested to submit written questions to the Procurement Officer, identified above, in advance of the Pre-Proposal Conference. Responses shall be shared with all prospective Proposers. Prospective Proposers are reminded that any changes to the RFP shall be by written addenda only, and nothing stated at the Pre-Proposal Meeting shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the District.

### **5. COMMENCEMENT OF SERVICES**

It is the intent of the District to execute an agreement with the successful Proposer, to commence upon award of a contract.

## **6. QUALIFICATION OF PROPOSERS**

Prospective Proposers must meet the following minimum qualifications to be considered for selection. All Proposers to this RFP shall have at least five (5) years demonstrated relevant experience in sales and/or manufacturing and delivering paratransit vehicles. Such services shall meet all criteria and requirements identified in the RFP. All Proposers must have sufficient financial capacity to complete the project. The District is the sole judge in determining compliance with qualifications standards.

## **7. FEDERAL GRANT REQUIREMENTS**

Contractor must comply with Federal Grant Terms and Conditions (Exhibit A).

## **8. STATE GRANT REQUIREMENTS**

Contractor must comply with State Grant Requirements (Exhibit B).

## **9. DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the District that disadvantaged business enterprises ("DBE's"), Small Proposer and Small Proposer Minority Business Enterprises ("SBE and MBE") be afforded the maximum opportunity to participate in the performance of all contracts led by the District in accordance with Section 4a-60g of the Connecticut General Statutes as revised and in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from DBEs allocated to the Services.

The term "disadvantaged business enterprise" means a business enterprise that is at least 51% owned and controlled by one or more socially disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons would include but not be limited to citizens of the United States who are: African Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; and, women regardless of race and ethnicity.

The District is a part of the State of Connecticut Department of Transportation Unified Certification Program ("UCP") and any contractor and/or sub-contractor and/or vendor utilized to meet the DBE Participation requirements must be certified through that UCP. A list of Conn DOT Certified DBE vendors can be found at: [www.biznet.ct.gov/dot\\_dbe/dbesearch.aspx](http://www.biznet.ct.gov/dot_dbe/dbesearch.aspx). Upon request, the District will provide information related to the state certification process.

Proposers will submit a statement indicating its own DBE/SBE/MBE status and what subcontracts and/or overhead purchases with amounts thereof under this project it will let to comply with the District's DBE/SBE/MBE goal of 5%. There is no DBE contract goal for this procurement.

If the Proposer is unable to achieve the specified contract goals, the Proposer must submit written documentation to the District indicating his/her good faith efforts to satisfy goal requirements.

## **10. DBE Requirements for Transit Vehicle Manufacturers**

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, the Vehicle Dealer and/or Manufacturer, as a condition of being authorized to respond to this solicitation, must certify by

completing the form in **Exhibit F** DBE Approval Certification that it has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

The District requires each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of Section 26.49.

Only those transit vehicle manufacturers listed on FTA's eligible TVMs list, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.

## **11. SPECIAL PROVISION**

It is the policy of the District that Small Contractor and Small Contractor Minority Business Enterprises ("SBE and MBE") be afforded the maximum opportunity to participate in the performance of all contracts let by the District in accordance with Section 4a-60g of the Connecticut General Statutes as revised and in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from SBE and/or MBEs allocated to the Services.

For the purpose of this "Special Provision", the SBE/MBE named to satisfy this requirement must be certified by the Department of Administrative Services of the State of Connecticut ([www.das.state.ct.us](http://www.das.state.ct.us)) as an SBE/MBE as defined by Section 4a-60g of the Connecticut General Statutes as revised or with the U.S. Small Business Administration.

Proposers will submit a statement indicating its own SBE/MBE status. Proposers shall indicate which subcontracts and/or overhead purchases related to this project they will lend to comply with the District's SBE/MBE goal.

If the Contractor is unable to achieve the specified contract goals for the Special Provision, the Contractor must submit written documentation to the District indicating his/her good faith efforts to satisfy goal requirements. There is no SBE/MBE contract goal for this procurement.

## **12. SUBCONTRACTING**

If subcontractors are necessary to complete any functions of this requirement, the Proposer must list their names and business locations of any proposed subcontractors, with their submitted Proposal Form. The District reserves the right to review and approve any subcontractors proposed by the Respondent. Any approval of the subcontractor shall not be construed as making the District party of such contract, giving the subcontractor privity of contract with the District, or subjecting the District to liability of any kind to any subcontractor.

## **13. PROCUREMENT AND APPEALS PROCESS**

The District's procurement procedures and appeals process are contained in **Exhibit C** attached hereto and made a part hereof.

## **14. FUNDING**

Any contract resulting from this request for proposals is subject in part to a financial assistance contract between the District and the Federal Transit Administration. All firms will be required

to certify that they are not on the General Services Administration's list of Excluded Party Proposers. Further, the Proposer will be required to comply with all applicable equal employment opportunity laws and regulations.

No proposal will be accepted from, or a Contract awarded to any person, firm, or corporation that is in arrears or is in default to the State of Connecticut upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to the State. Additionally, no Contract shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contract, agreement, or license with the State. Nor will any Contract be awarded to any firm that is not registered with the Secretary of State's Office to conduct business in the State of Connecticut.

## **15. VALIDITY OF PROPOSALS**

Proposers agree that their proposals remain valid for a period of a hundred and twenty (120) days after the above cited due date for submission of proposals and may be extended beyond that time by mutual agreement.

Proposers agree that the technical portion of their proposals (not including proprietary or pricing information) may be released to other Proposers upon announcement of award, if requested by such other Proposers

By responding to this RFP, the Proposer implicitly states that the proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. It is further implied that the Proposer did not participate in the District's RFP development process, had no knowledge of the specific contents of this RFP prior to its issuance, and that no employee of the District participated directly or indirectly in the firm's proposal preparation.

## **16. ADDENDA AND PROPOSAL REJECTION**

The District reserves the right to issue addenda to this RFP as a result of inquiries received, or to make adjustments to its project schedule if it is deemed in the District's best interest to do so. It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated contact person prior to entering a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposal.

The District reserves the right to reject any and all Proposals resulting from this RFP if the District deems that it is in the best interest of the District to do so. The District may elect to make an award of the subject contract as direct result of Proposals received or elect to negotiate with Proposers.

## **17. PROPOSAL WITHDRAWAL**

The Proposer's authorized representative may, prior to the date and times set as the deadline for receipt of proposals, modify or withdraw a proposal in person or by written or facsimile notice to the official listed in this document. If proposal are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written or facsimile notices shall be received at the District's offices, One Union Place, Hartford, CT 06103 no later than the date scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposal may not be withdrawn for one hundred and twenty (120) calendar days.

## **18. EXCEPTIONS TO RFP**

All exceptions taken by Proposer must be specific. Proposer must clearly indicate what alternative is being offered to allow the District a meaningful opportunity to evaluate the Proposal. Submitting an alternative proposal does not relieve the Proposer from submitting the Minimum Requirements as stated in the RFP. The District is under no obligation to accept any proposed exceptions or alternatives.

## **19. INSURANCE REQUIREMENTS**

The insurance requirements specified in this section shall apply to CONTRACTOR and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. CONTRACTOR is also required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover risks; the limit for the commercial general liability insurance in each subcontract shall not be less than One Million Dollars (\$1,000,000.00). Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from the DISTRICT. Prior to beginning work under this Agreement, CONTRACTOR shall provide the DISTRICT with satisfactory evidence of compliance with the insurance requirements of this section.

### **A. Types of Insurance**

#### 1. Commercial General Liability, including Products Liability

The Contractor shall carry Commercial General Liability Insurance, including premises/operations; contractual liability; personal injury; products liability and completed operations; property damage, providing for a per occurrence limit of Five Million Dollars (\$5,000,000) for all damages arising out of bodily injuries to or death of all persons in anyone accident or occurrence, and for all damages arising out of injury to or destruction of property in anyone accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Five Million Dollars (\$5,000,000) for all damages arising out of bodily injuries or death of all persons in all accidents or occurrences and out of injury to or destruction of property for a period of five (5) years after acceptance of the last bus delivered under this Agreement for a period of Product liability.

#### 2. Workers' Compensation Insurance

With respect to any services performed during the Term hereof at premises owned or controlled by the District, either by the Contractor or by its subcontractors, the Contractor and its subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively.

### 3. Business Automobile Insurance

To the extent that the provision of services hereunder requires the use of Contractor's (or any Agent's) business automobiles, the Contractor shall carry Business Automobile Liability Insurance, to cover the use of all owned, hired, and non-owned vehicles, providing for the following minimum liability limits: Five Million Dollars (\$5,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

### **B. Certificate of Insurance**

All insurance provided for above shall be obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc. Prior to commencing any work under this Agreement and at least ten (10) days prior to the expiration dates of any insurance required hereunder, Contractor shall deliver to the District certificates of insurance evidencing such coverage and any renewal or successor policies. If the Contractor engages any subcontractor to perform any of its obligations under this Agreement, the Contractor shall also deliver to the District certificates of insurance from such subcontractor evidencing such coverage and any renewal or successor policies. All policies of insurance required hereunder shall name the District (and such other persons or entities designated by the District) as an additional insured (except the workers' compensation). All insurance policies provided for above shall contain clauses or endorsements to the effect that: (i) no act or negligence of the Contractor, or anyone acting for the Contractor, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as the District is concerned; (ii) no such policies shall be canceled without at least thirty (30) days' notice to the District (10 days for non-payment of premium); (iii) shall contain a waiver of subrogation in favor of the District, and (iv) shall provide that such coverage is primary and non-contributory.

### **C. General Provisions**

#### 1. Notice of Cancellation

The policies shall provide that the CONTRACTORS' policies will not be cancelled or have limits reduced or coverage altered without thirty (30) days prior written notice to the DISTRICT's Operations Administrator.

#### 2. Self-insurance

Upon evidence of financial capacity satisfactory to the DISTRICT and CONTRACTOR's agreement to waive subrogation against the DISTRICT respecting any and all claims that may arise, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

#### 3. Failure to Maintain Insurance

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from the DISTRICT property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

### **D. Claims Made Coverage**

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).
2. CONTRACTOR shall make every effort to maintain similar insurance for at least three years following project completion, including the requirement of adding all named insureds.
3. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three years to report claims arising from work performed in connection with this Agreement.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

## **20. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its officers, directors, employees and agents (collectively "Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, penalties, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees) arising out of, related to, in connection with or resulting from, or alleged to arise out of or arise from the negligent acts or omissions, breach or failure to perform under the Contract or the violation of any applicable law or regulation, by Contractor, Contractor's subcontractors or anyone directly or indirectly employed by Contractor or by Contractor's subcontractors or anyone for whose acts any of them may be responsible or liable and whether such claim, damage, demand, loss, expense, fine, penalty, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom. This indemnity shall be effective regardless of whether or not such claim, damage, loss or expense is caused in part by any of the Indemnified Parties (but the indemnity shall not cover liability to the extent resulting from gross negligence or willful misconduct of the Indemnified Parties). Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the District contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract.

To the extent the foregoing Indemnity applies to any violation of federal, state or local laws, ordinances or regulations, Contractor shall do and perform all work necessary to correct such violation.

## **Exhibits**

The following exhibits are included in this RFP package:

- A. Federally Required Contract Clauses**
- B. State of Connecticut Grant Requirements and Required Certifications**
- C. District Procurement Procedures and Appeals Process**



**D. General Information Forms**

**E. Submittal Checklist**

**F. Required Certifications**

- Certificate of Eligibility
- Certificate of Non-Collusion
- Certificate of Restrictions on Lobbying
- Certificate of Buy America
- Certificate of Compliance with Pre-Award and Post Delivery Audits
- Certificate of DBE Participation
- Subcontractor DBE Form
- Certificate of Compliance with Federal Motor Vehicle Safety Standards
- Federal Motor Vehicle Safety Standards and Pollution Certificate
- Certificate of Compliance with Bus Testing Requirements
- Transit Vehicle Manufacturer's Certificate

**G. Cost Proposal Forms**

**H. State of Connecticut Contract Requirements**

**I. Sample Contract**

**J. Vehicle Specifications**

## SECTION II - TECHNICAL

### 1. DEFINITIONS

The following are definitions of special terms used in this document:

**Authorized Signature:** The person who is executing this Contract on behalf of the Contractor and who is authorized to bind the Contractor.

**Best And Final Offer (BAFO):** The last Proposal made by a Proposer. If a BAFO is not specifically requested by the District, or if the Proposer does not promptly respond to a request for BAFO, then the most recent, current Proposal is the BAFO.

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

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

**Competitive Range:** The range of proposals that are identified as the most highly rated, unless the range is further reduced for purposes of efficiency.

**Contract:** The Proposal and its acceptance by the Participating Agencies as manifested by the Contract documents.

**Contracting Officer:** The person who is administering this Contract on behalf of the District except as limited herein. For this solicitation, the Contracting Officer prior to Contract award and for administration of the Joint Procurement following Contract award is the Director of Grants and Contract Administration for the District. Each Participating Agencies placing an order using the Joint Procurement shall also designate a Contracting Officer for the Participating Agencies placing the order.

**Contractor:** The successful Proposer(s) who is (are) awarded a Contract for providing all paratransit buses and equipment described in the Contract documents.

**Consortium:** Term used to describe the relationship between the District and Participating Agencies for the establishment of the Joint Procurement.

**Days:** Unless otherwise stated, "days" shall mean calendar days.

**Defect:** Patent or latent malfunction or failure in manufacture, installation or design of any component or subsystem.

**Deviation:** Variance from a requirement or specification that does not alter the basis of a contract or adversely affects its performance.

**District:** Greater Hartford Transit District (District). Any contract modification involving the Joint Procurement shall be issued by the District and coordinated through the Participating Agencies.

**Extended Warranty:** A warranty available for purchase above the standard warranty.

**Fatigue Failure (Corrosion Fatigue):** The mechanical degradation of a material under the joint action of corrosion and cyclic loading.

**Joint Procurement:** An arrangement the Consortium has established with multiple vendors in which those vendors agree to provide specific property or services in the future at established prices. In this case, the specific property includes accessible paratransit vehicles.

**Ordering Agency:** Term for the agency that shall be purchasing vehicles from the Joint Procurement. In this case, this agency must be a Participating Agencies under the RFP and a signatory to the awarded Contract.

**Participating Agencies:** The term Participating Agencies shall also refer to any Agency authorized to place an order under the Joint Procurement. The Participating Agencies for this procurement shall consist of: Estuary Transit District, North East Transportation Co., Inc. and Southeast Area Transit District.

**Pass-Through Warranty:** A warranty provided by the Contractor but administered directly with the component Supplier.

**Proposal:** A promise, if accepted, to deliver equipment and services according to the underlying solicitation of the District documented using the prescribed form in the solicitation, including any Proposal or BAFO.

**Contractor:** A legal entity that makes a Proposal. For this solicitation, the Contractor may be a vehicle manufacturer or a dealer representing a vehicle manufacturer.

**Related Defect:** Damage inflicted on any component or subsystem as a direct result of a separate Defect.

**Solicitation:** District's Request for Proposals.

**Superior Warranty:** A warranty still in effect after all contractually required warranties have expired. The remaining warranty is administered directly between the sub-Supplier and the Ordering Agency.

**Supplier:** Any manufacturer, company or agency providing units, components or subassemblies for inclusion in the bus that is installed by the Contractor. Supplier items shall require qualification by type and acceptance tests in accordance with requirements defined in "Section 8: Quality Assurance."

**Subcontractor:** Any manufacturer, company or agencies providing units, components or subassemblies for inclusion in the bus that are installed by a Subcontractor. Subcontractor items shall require qualification by type and acceptance tests in accordance with RFP requirements.

**Work:** Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies and facilities called for by the Contract and necessary to the completion thereof.

## **2. PURPOSE AND OVERVIEW**

The Greater Hartford Transit District (the District) invites qualified firms to submit Proposals in response to this Request for Proposals (RFP) for the production and delivery of Standard Cutaway Chassis Minibuses with Lifts and Ford Transit “Type” Buses with lifts (or approved equal.) This RFP is issued on behalf of a consortium of transit districts (five districts total.) The Contract will be for a two-year base term with three option years. The District will award one or more contracts which will include all vehicle types. The additional participating Agencies, will award their own purchase orders separately for vehicle orders.

Lead Agency:

- Greater Hartford Transit District (GHTD)

Participating Agencies Include:

- North East Transportation Co. (NET)
- Greater Bridgeport Transit (GBT)
- Estuary Transit District d.b.a. 9 Town Transit (ETD)
- South East Area Transit District (SEAT)

The agencies listed above shall be referred to as the “Participating Agencies” for the purposes of the RFP. Following contract award, the District shall coordinate all contract administration activities. However, the Participating Agencies shall work directly with the selected vendor(s) when ordering vehicles. The Participating Agencies shall work with the vendor to identify and selected options, seat colors, etc. on the purchase orders. The District shall be included in all contract ordering correspondence to monitor vehicle assignments and will communicate updated statistics to the Participating Agencies and contracted firm(s) semiannually.

Vehicles shall be available to procure for the duration of the 5 year total contract term (if all option years are exercised). Each purchase order issued by the Participating Agencies shall be awarded within the proposal validity period. Vehicle delivery may be scheduled beyond the initial term; however, all contracts/purchase orders must be executed prior to the end of the validity period. The District shall incur no financial responsibility or other liability in connection with contracts entered into between the Contractor and the Participating Agencies. The Participating Agencies shall accept sole responsibility for placing orders and making payments to the Contractor.

### **3. PROCURING AGENCY**

The District is a member of the joint procurement and is acting as the lead agency for the solicitation. The following agency is a participant in the joint procurement:

Lead Agency

Greater Hartford Transit District  
One Union Place  
Hartford, CT 06103  
860-247-5329

Participating Agencies

North East Transportation Co., Inc.  
761 Frost Bridge Rd

P.O. Box 4670  
Watertown, CT 06795  
(860) 945-1658

Greater Bridgeport Transit  
One Cross Street  
Bridgeport, CT 06610  
(203) 333-3031

Estuary Transit District d.b.a. 9 Town Transit  
17 Industrial Park Drive, Suite 6  
Centerbrook, CT 06409  
(860) 510-0429

South East Area Transit  
21 Route 12  
Preston CT 06365  
(860) 886-2631

#### 4. MINIMUM AND MAXIMUM QUANTITIES

The District, along with the Participating Agencies, at their sole discretion, may procure up to the maximum number of vehicles stated in this RFP, based on each district's requirements and available funding. The individual needs of the Participating Agencies, in terms of minimum and maximum quantities of vehicles during the five-year total contract term are identified below. Prices quoted for vehicles and optional equipment shall remain firm for 180 days; price adjustment allowances and procedures are set forth in the Technical Section under Pricing.

The minimum and maximum quantities established in this solicitation are:

<b>Vehicle Type</b>	<b>Minimum</b>	<b>Maximum</b>
Type A Body on Chassis 138-139"	0	10
Type B Body on Chassis 158-159"	35	225
Type C Body on Chassis 176-190"	1	19
Type D Ford Transit "Type" Bus	11	98

These figures represent the foreseeable needs of the five (5) Transit Districts listed within the joint procurement based on their adopted fleet plans and replacement/expansion schedules. The minimum number of vehicles to be delivered under this solicitation shall be 30 vehicles, as identified by the District for the initial order in year 1 of the contract. No additional orders shall be guaranteed and are at the sole discretion of the participating agencies. Orders shall be placed on an as-needed basis. Included quantities beyond the initial 30 vehicles are informational and not a guarantee to purchase any additional amount.

The Participating Agencies has expressed interest in procuring vehicles under the terms and conditions of these specifications. The issuance of a purchase order directly by the following Agencies with the selected vendor for the purchase of vehicles will be solely up to the Agencies based on a number of factors, such as funding, price, vehicle delivery dates, specifications, and

the adherence to FTA vehicle procurement regulations. The District will not be a party to any contract issued or award made by the Participating Agencies.

AGENCY	VEHICLE TYPE							
	A		B		C		D	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Greater Hartford Transit District			20	120			10	75
North East Transportation Co.			10	50				
Greater Bridgeport Transit			4	30	0	5		
Estuary Transit District	0	10	0	15	0	10	0	15
South East Area Transit			1	10	1	4	1	8
<b>Totals</b>	<b>0</b>	<b>10</b>	<b>35</b>	<b>225</b>	<b>1</b>	<b>19</b>	<b>11</b>	<b>98</b>

**5. ASSIGNABILITY**

In the event that the District or the Participating Agencies does not purchase its maximum vehicle allotment, due to unforeseen circumstances or lack of funding, each agency may assign the remainder of its vehicle allotment (up to its maximum requirements set forth herein) to the other agency. This right of assignment shall remain in force over the five-year total contract term. This right of assignment will not change the quantity or types of vehicles that may be ordered pursuant to this solicitation. The District shall incur no financial responsibility or other liability in connection with contracts entered into between the Contractor and the Participating Agencies. The Participating Agencies shall accept sole responsibility for placing orders and making payments to the Contractor.

**6. PERIOD OF PERFORMANCE**

The period of performance shall be two (2) base years with three (3) option years.

**7. PRICING**

The price to be quoted in any proposal will include all items of labor, materials, tools, equipment and other costs necessary to fully complete manufacture and delivery. Any items omitted which are clearly necessary for the completion of equipment and assembly will be considered a portion of such specifications, although not directly specified.

**A. Price Protection**

Contractor agrees all the prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by Contractor to any other governmental entity purchasing the same quantity under similar terms. If during the term of this Contract, Contractor shall enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by this Contract, Contractor shall be obligated to provide the same to the District for subsequent purchases.

**B. Price Validity for the Initial Contract Term**

Contractor agrees to sell vehicle(s), including proposed optional equipment, at the same price and under the terms and conditions of this Contract from the time of contract award to the expiration of the contract term. By submittal and acceptance of its pricing, the Contractor also agrees to provide any of the listed optional features at the listed pricing for the five-year total contract term.

**C. Vehicle and Optional Feature Pricing**

The price of the vehicles and of the optional features shall be the unit price established in the initial Schedule adjusted by multiplying the Base Order Price by the following fraction:

The District reserves the right to order buses and equipment over the five (5) year period beginning upon the day of contract award. The base price for buses furnished shall be the price agreed upon by the parties on that award date. The prices shall remain firm/fixed for any orders issued by The District within a period of 365 days of contract award. The price(s) of any buses/equipment ordered by the District after the initial 365 days firm/fixed price period shall be the agreed upon base price adjusted to reflect any change which will be calculated based on the percentage change in the Producer Price Index (PPI) for SIC Industry Group 371. The percentage change in this PPI index shall be used to adjust the Base Order Prices. However, in no event will the price(s) for any purchase order be adjusted by more or less than 5 percent of the price(s) that would have been in effect twelve (12) months prior to the date of the release, in accordance with the terms and conditions set forth above. If significant modifications are made to the technical specifications, the parties will enter into negotiations to determine the final unit price for subsequent orders.

#### **D. Prohibitions**

Contractors are expressly prohibited from offering any rebates, parts credits and any other price discounts following contract award.

#### **E. Price Adjustments**

A chassis model price increase shall be considered when a model year change is specific to the automotive or van industry. The Contractor shall provide a certification from the manufacturer to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to the Contractor. The Contractor shall submit the request and all necessary documentation to the District. The documentation of such factors shall be provided by the dealer. Should the District (in coordination with the Participating Agencies) not grant this price increase, the vehicle(s) affected by the chassis or manufacturers price increase may be removed upon the responsible dealer's request.

A minimum of 60 calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. A cost/price analysis shall be performed by the District prior to written notice being provided, in accordance with FTA requirements.

#### **F. Tax Exempt Status**

The prices shown shall not include taxes of any kind. The District is exempt from taxes. The District will provide proof of tax exempt status if requested by Contractor.

#### **G. Ordering Procedures**

The Participating Agencies, if using federal funds and placing orders under this Joint Procurement shall follow the following procedures:

1. The Participating Agencies shall develop a requirements list showing all optional features, if any, that are required. In addition, the Participating Agencies shall identify any other evaluation factors that shall be considered in determining which vehicle is to be ordered. (Factors that may also be considered include past performance, special features of the specific vehicle required for effective program performance, warranty considerations, if any, maintenance or inventory considerations, if any and proposed delivery schedule.)

2. The recommended firm shall receive a written Order Confirmation form. This form shall indicate:
  - a. Itemized list of all vehicles, parts, etc. being ordered and prices
  - b. Designated delivery point
  - c. Delivery due date.
3. The Order Confirmation form does not replace any other required document such as Purchase Orders that may be issued.

## **8. GENERAL REQUIREMENTS**

All vehicles described herein will be used to provide accessible demand-response type service for people living in urban and rural areas of Connecticut. Vehicles will be expected to operate on all types of roads and terrain. They will be started and stopped frequently, resulting in demands on the drive train, suspension, and braking systems. Size and maneuverability of vehicles should be appropriate for residential neighborhood service. All vehicles will be inspected for compliance with the specification and any vehicle not in compliance will be rejected.

It is the intention of this specification to provide for the purchase of vehicles of substantial and durable construction. Particular attention should be given to features, which will provide for the safest vehicle possible.

The vehicles must be “top line” automotive units. The conversion process should strengthen the base structure of the vehicles. Warranty and after-sales service must be readily available in all areas of the state of Connecticut. Timely, responsive service bulletins of recalls must be guaranteed.

Conversions must be of high quality and must provide maximum ease of entry and exit. Interior trim must be of high quality and durability. The seating package must provide maximum comfort for drivers and passengers and must provide maximum durability.

Suspension, drive train options, and engine must be of the heaviest-duty available in order to provide maximum durability and reliability.

The chassis manufacturer and the conversion company must provide all necessary documentation – repair, parts, electrical, and accessory manuals – to each Consortium Member. One additional set of manuals must be added for every fifth vehicle purchased.

## **9. CONFORMITY TO DESIGN SPECIFICATIONS/SUBSTITUTIONS**

It is understood that specifying a brand name or specific types of components and/or equipment in these specifications shall not relieve the Contractor from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The Contractor is responsible for notifying the District of any inappropriate brand names, or types of components and/or equipment that may be called for in these specifications, and to propose a suitable substitute for consideration. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. A Contractor may, at its option, use any equipment, material, article, or process which, in the judgment of the District, is equal to that designated. To do so a Contractor shall furnish, at its own expense, all test results, technical data and background information



required by the District in making the determination as to whether the proposed equipment, material or article or process, in the judgment of the District's designated Project Manager is equal to that designated.

The District shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles, material or process and its decision shall be final.

## **10. REQUEST FOR APPROVED EQUALS**

### **A. Explanation to Contractors**

Any explanation desired by a contractor regarding the meaning or interpretation of the Request for Proposals, drawings, specification, etc., must be requested **in writing by noon on June 5, 2020**. Any interpretation or change made will be in the form of an addendum to the Request for Proposals, drawings, specifications, etc. or information letter, as appropriate, and will be furnished to all prospective proposers. Receipts of Addenda by the proposer must be acknowledged on the Acknowledgement of Addenda (Exhibit D). Oral explanations or instructions given before the award of the Contract will not be binding upon the District.

### **B. Approved Equal**

a. In all cases, materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow.

b. Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a proposal may be cause for its rejection.

c. If potential contractors believe that their product is an equal to the product specified, they must submit a written request to District in triplicate and this request will be approved or rejected by the District at least fifteen (15) calendar days prior to the scheduled opening of the proposals. Requests for approved equals must be received by the District in writing by **June 1, 2020**.

d. Any request for an approved equal must be fully supported with catalog information, specifications and illustrations or other pertinent information as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the contractor must clearly demonstrate the equality of this product to the District to determine whether the proposer's product is or is not equal to that specified.

e. Further changes in the specifications will be made by addendum.

### **C. Correspondence**

The contractor is required to show on all correspondence with the District, the following: "Vehicle Procurement." Communication with the District should be addressed to:

LaShaunda Drake  
Greater Hartford Transit District  
One Union Place  
Hartford, CT 06103  
(860) 380-2012  
[ldrake@ghtd.org](mailto:ldrake@ghtd.org)

## **D. Samples**

Samples of items when called for must be furnished free of expense, and if not destroyed, may upon request, be returned at the Contractor's expense. Each individual sample must be labeled with the Contractor's name, Manufacturer's brand name and number, proposal number and item reference. Samples of successful contractor's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within ninety (90) days after proposal date. If instructions are not received within this time, the commodities shall be disposed of by the District.

## **11. OTHER REQUIREMENTS**

### **A. Agreement**

The Contractor selected to perform the work outlined in this RFP will be required to execute an Agreement with the District, which describes the Scope of Work to be performed, the schedule for completion of work, compensation, insurance requirements, and other pertinent provisions. This contract shall follow the form of the Sample Agreement attached in the Appendix. Contractors are directed to review in particular the indemnification and insurance requirements set forth in the Agreement.

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in the sample Agreement unless the Proposer includes with their Proposal, in writing, any amendments or exceptions requested by the Proposer to the Agreement.

### **B. Bid Security (Bid Bond)**

Bid Security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to District is required in the amount of 5% of the total bid.

### **C. Performance Requirements (Performance Bond)**

The Contractor shall furnish at its own expense a Performance Bond. The bond shall be in the sum equal to 20% of the total amount for the District's initial order of vehicles as a guarantee of good faith on behalf of the Contractor that the terms of this contract shall be complied with in every particular. Said bond shall remain in full force and effect until delivery and acceptance of all vehicles and all project deliverables in the initial order (maintenance manuals, parts manuals, documentation).

The District may require the Contractor to deliver an additional Performance Bond to the District upon order of any additional vehicles purchased by the District not later than 30 days after receipt of written notification of an order for each vehicle(s), as required by the District throughout the term of any Contract resulting from this solicitation.

### **D. Confidentiality**

Unless the information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between the District and Contractor shall be available to the public.

If Contractor believes any communication contains trade secrets or other proprietary information that the Contractor believes would cause substantial injury to the Contractor's competitive position if disclosed, the Contractor shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as

confidential. **Contractor may not designate its entire Proposal as confidential. Additionally, Contractor may not designate its Cost Proposal Forms as confidential.**

If Contractor requests that the District withhold from disclosure information identified as confidential, and the District complies with the Contractor's request, Contractor shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Contractor information), and pay any and all cost and expenses related to the withholding of Contractor information. Contractor shall not make a claim, sue or maintain any legal action against the District or its directors, officers, employees or agents in connection with the withholding from disclosure of Contractor information.

If Contractor does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the District.

#### **E. Pre-Award Buy America Audit**

After an award is recommended, but prior to a contract being executed. The District will hire a consultant to do Pre-Award Buy America Audit. The Contractor will be required to provide any necessary information for this audit.

#### **F. Pre-Manufacturing Meeting**

After award of a contract, the Contractor's and District's representatives and/or Consortium Member representative, at the District and Consortium Members option, shall schedule a meeting at the vehicle manufacturing plant prior to the start of manufacture of District vehicles to review the Contract provisions and the Technical Specifications. This meeting shall provide clarification of the terms, conditions, and requirements of this Contract. At this meeting, the Contractor will be required to submit a project time-line which reflects the actual schedule regarding design, manufacturing, testing, and delivery of the vehicles.

#### **G. Material and Workmanship**

All materials, parts, and equipment furnished by the Contractor shall be new, high grade, and free from defects. Workmanship shall be in accordance with generally accepted industry standards. The Contractor shall establish and maintain quality assurance policies and procedures to ensure compliance with these specifications, and as further described in the Appendix. The Contractor shall extend to the District full access to its surveillance and monitor the Contractor's compliance with its established quality assurance procedures and the District's Technical and other specifications.

Materials, parts and workmanship not conforming to the requirements of these specifications shall be considered defective and will be subject to rejection. If the Contractor fails to replace any defective or damaged work or material after reasonable notice, the District may cause such work or materials to be replaced. The replacement expense shall be deducted from the amount to be paid to the Contractor.

#### **H. Quality Assurance**

The Contractor shall establish and maintain an effective in-plant quality assurance team. It shall be a specifically defined unit and should report directly to the Contractor's top management.

1. The quality assurance team shall exercise quality control over all phases of production, from initiation of design through manufacture and preparation for delivery. The team shall also control the quality of supplied articles.
2. The quality assurance team shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the vehicles.
3. The quality assurance team shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements and specifications.
4. The quality assurance team shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the Resident Inspectors. Inspection and test records for this procurement shall be available for a minimum of three years after inspections and tests are completed.
5. The quality assurance team shall detect and promptly assure correction of any conditions that may result in the production of defective vehicles. These conditions may occur in design, purchases, manufacture, tests, or operations that culminate in defective supplies, services, facilities, technical data, or standards.
6. The Contractor shall maintain drawings and other documentation that completely describe a qualified vehicle that meets all of the options and special requirements of this RFP. The quality assurance team shall verify that each vehicle is manufactured in accordance with these controlled drawings and documentation.
7. The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance team to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.
8. When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.
9. The Contractor's gauges and other measuring and testing devices shall be made available for use by the District's Onsite Inspectors to verify that the vehicles conform to all specification requirements. If necessary, the contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.
10. The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments, if necessary.
11. A system for final inspection and testing of completed vehicles shall be provided by the quality assurance team. It shall measure the overall quality of each completed vehicle.
12. The quality assurance team shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition of such materials.
13. Statistical analyses, tests, and other quality control procedures may be used when appropriate in the quality assurance process.
14. A system shall be maintained by the quality assurance team for identifying the inspection status of components and completed vehicles. Identification may include cards, tags or other normal quality control devices.

### **I. Onsite Inspectors**

The District maintains the right to be represented at the Contractor's plant by Onsite Inspectors and/or District personnel, or Participating Agencies personnel at the District's or Participating Agencies' sole expense. These District representatives shall conduct, among other things, audits required under the Buy America element of this Contract, and they shall inspect the daily

progress of vehicles under fabrication at the Contractor's manufacturing facilities to ascertain that fabrication and materials comply with these contract specifications. Onsite Inspectors shall monitor, in the Contractor's plant, the manufacture of vehicles built under this Contract. The Onsite Inspectors shall be authorized to approve the pre-delivery acceptance tests and to release the vehicles for delivery. Upon request to the Contractor's Quality Assurance Manager, the Onsite Inspectors shall have access to the Contractor's quality assurance files related to this RFP. These files shall include drawings, material standards, parts lists, inspection processing and reports, and records of defects.

Not less than 30 days prior to the beginning of vehicle manufacture, the Onsite Inspectors shall meet with the Contractor's Quality Assurance Manager. They shall review the inspection procedures and checklists. The Onsite Inspectors may begin monitoring vehicle construction activities three days prior to the start of vehicle fabrication.

#### **J. Inspection System**

The quality assurance team shall establish, maintain, and periodically audit a fully-documented inspection system. The system shall prescribe inspection and test of materials, work in progress, and completed articles. At a minimum, it shall include the following controls:

1. Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Inspection stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements. Inspection stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing completion, body prior to preparation, engine installation completion, underbody dress-up and completion, vehicle prior to final paint touch-up, complete vehicle water test prior to road test, and vehicle final road test completion.
2. The Contractor shall have sufficiently trained inspectors to ensure that all materials, components, and assemblies are inspected for conformance with the qualified vehicle design.
3. Acceptance, rework, or rejection identification (tags, forms, or other types of identifications approved by the District) shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the vehicle. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.
4. Discrepancies noted by the Contractor or Onsite Inspector during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, or vehicle from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing process, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the District shall approve the modification, repair, or method of correction to the extent that the Contract specifications are affected.
5. The quality assurance team shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the District upon its request.

#### **K. Delivery**

**1. Production Vehicles**

The Contractor shall provide a time frame for delivery within 60 days from the time the purchase order for the vehicles is submitted to the Contractor. Delivery shall be made on Monday through Friday; Federal and State holidays excluded, between the hours of 8:00AM and 4:00PM local time.

**All deliveries for Greater Hartford Transit District shall be to Free On-Board Shipptin (F.O.B.) to the following location:**

Greater Hartford Transit District  
c/o First Transit  
148 Roberts Street  
East Hartford, CT 06108

The Contractor shall prepay all costs of delivery of each vehicle, shall deliver all material at its own cost and expense to this designated location, and shall bear all risk of damage to or loss of the vehicle while in transit. The District shall reimburse Contractor for delivery costs of the vehicles in accordance with the proposed price set forth in the Cost Proposal Form. Delivery charges and delivery locations to the Participating Agencies shall be determined at time of contract award with the individual Agency.

The Contractor shall prepare all vehicles for shipment in such a manner as to protect them from damage in transit, and shall be responsible for and repair all damaged parts or replace all losses incurred in the course of delivery of the equipment to the District's Operations and Maintenance Facility. When necessary, heavy parts shall be mounted on skids or crated, and all parts or materials that might otherwise be lost shall be boxed or wired in bundles. All parts shall be plainly marked for identification and destination.

**2. Delivery Schedule for Consortium Members**

The final delivery schedule and locations of deliveries for all vehicles ordered by the Participating Agencies during the term of this contract will be mutually negotiated directly between the ordering Agency and the Contractor at the time of award.

**3. Service**

Prior to delivery, each vehicle shall be completely serviced by the Contractor or by an authorized dealer of the Contractor in a service shop within the state of Connecticut. Service shall include not less than the following: lubrication, wash, body condition and other checks and adjustments required for proper complete servicing of a new vehicle. Each vehicle shall be ready for placement in service upon delivery and acceptance.

**4. Damage by Contractor**

All risk of damage or loss to the vehicles up to the time of delivery to the District at the specified location shall be the responsibility of the Contractor. Any materials or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced, or corrected at no additional cost to the District. The District may deduct any costs it incurs for such repairs, replacement, or correction from any payments due if Contractor fails to comply with the requirements of this section.

**5. Summary of items to be provided upon delivery**

The following items must be furnished by the Contractor upon delivery of each vehicle:

- a. all warranty verification vouchers, certificates, or coupons.

- b. operator's manual for vehicle and all add-on equipment.
- c. drawings showing wiring of auxiliary circuits and/or modifications of standard vehicle wiring which would not be included in the standard vehicle maintenance manual.
- d. completely filled fuel tank(s)
- e. vehicle(s) free of dealer signs and manufacturer emblems.
- f. assurance of compliance with manufacturer's pre-delivery service.
- g. All required documents for securing vehicle title completely executed by the manufacturer/dealer and ready for submission to the CT Department of Motor Vehicles (i.e., Certified Weight Certificate, Vehicle Certificate of Origin). The manufacturer warrants that the title will pass to the District free of any liens, mortgages and encumbrances, financing statements, claims, and demands of any character.

**L. Acceptance of Vehicles**

Within twenty-five (25) calendar days after arrival at the designated point of delivery, the equipment shall undergo the District's tests. If the equipment passes these tests and the post-delivery audit requirements of 49CFR Part 665 have been met by Contractor, acceptance of the equipment by the District shall occur on the twenty-fifth (25th) day after delivery. Acceptance may occur earlier if the District notifies the Contractor of early acceptance or places the equipment in revenue service. If the equipment fails these tests, written notice describing the deficiencies will be submitted to the Contractor. The bus shall not be accepted until the repair procedures defined in the next three sections have been completed and the equipment is found to be satisfactory.

**1. Repairs after Non-Acceptance**

The District may require the Contractor or its designated representative to perform the repairs after non-acceptance, or the work may be done by the District's personnel with reimbursement by the Contractor.

**2. Repairs by Contractor after Non-Acceptance**

If the District requires the Contractor to perform repairs after non-acceptance of the equipment, the Contractor's representative must begin work within a reasonable and mutually-agreed upon time frame after receiving notification from the District of failure of acceptance tests. The District shall make the bus available to the Contractor at its maintenance facility to complete repairs.

The Contractor shall provide, at its own expense, all spare parts, and tools required to complete the repairs. At the District's option, the Contractor may be required to remove the equipment from the District's property while repairs are being affected. If the equipment is removed from the District's property, repair procedures must be diligently pursued by the Contractor's

Representatives and the Contractor shall assume risk of loss while the equipment is under its control.

**3. Repairs by District after Non-Acceptance**

- a. Parts Used: If the District and the Contractor agree that it is in the District's best interest for the District to perform the repairs necessary, the District shall correct or repair the defect(s) using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, or at a period mutually-agreed upon, reports of all repairs covered by this procedure shall be submitted by the District to the Contractor for reimbursement or replacement of parts. If the District-supplied parts are used, a 10% restocking charge will be charged to the Contractor. The Contractor shall provide forms for these reports.

- b. Contractor Supplied Parts: If the Contractor supplies parts/materials for repairs being performed by the District after non-acceptance of the equipment, these items shall be shipped prepaid to the District by the Contractor.
- c. Return of Defective Components: The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor.
- d. Reimbursement for Labor: The District does not have the manpower to perform manufacturing work during normal business hours. Therefore, the District will charge the Contractor an hourly rate to cover wages, related benefits and overhead costs.

The District shall be reimbursed by check (no parts credit) within 30 days of submitting an invoice to the Contractor. The number of hours to make a repair will be mutually-agreed upon by the District and the Contractor. Otherwise, the Contractor is required to make all warranty repairs in the same timely fashion as the Transit district would make the repairs.

### **M. Payment Schedule**

The District will make payment of eighty percent (80%) of the price of the buses no later than thirty (30) days after receipt and acceptance by the District of each bus and after the manufacturer has complied with the applicable FTA Post-Delivery Audit requirements of 49 CFR Part 663. A payment of twenty percent (20%) of the price of the buses will be made no later than sixty (60) days after acceptance by the District. All final customized parts books, diagrams, maintenance manuals and Manufacturer's Statement of Origin (MSO) shall be provided upon acceptance of the last bus. If the manuals are not delivered with the acceptance of the last bus, 20% of the cost of the last bus will be withheld until all manuals are received by the District.

The District will be responsible for local title and registration.

Contractor's invoices for items requested in this RFP shall be submitted when the equipment is delivered. Each invoice shall include:

- 1. Line item number invoiced;
- 2. Model, and serial number of buses, and model and serial number of engine, transmission invoiced;
- 3. Unit and total prices by line item number; and
- 4. Total invoiced amount

### **N. Liquidated Damages**

The Contractor shall pay to the District the sum of \$125.00 per day for each and every calendar day that the Contractor fails to provide the required services described in these solicitation documents, within the delivery schedule specified, subject to extensions granted thereto in writing by the District. The District may deduct, at its option, the amount of liquidated damages from any money due or to become due to the Contractor under this Contract.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any delay beyond the time periods described in these specifications for delays caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed by the District to be beyond the reasonable control of the Contractor.

### **O. Delays**



These vehicles are being procured as replacement buses for part of the District's (and Participating Agencies') existing fleet of buses; the buses being replaced are beyond their "useful lives" and, as such, the District requires timely delivery of replacement buses in order to defray the current high cost of maintenance.

- a. Unavoidable Delays: If the acceptable completion of this contract should be unavoidably delayed, the District shall extend the time for completion of the contract for the determined number of excusable delayed days. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's suppliers or their agents, and was substantial and, in fact, caused the Contractor to miss delivery dates, and would not adequately have been guarded against by contractual or legal means. Such delays shall not, however, release the Contractor of obligations incurred by the Onsite Inspector for which the Contractor may be liable.
- b. Avoidable delays: Contractor shall be charged liquidated damages per day for each bus that is delayed beyond the date mutually-agreed upon by the District and the Contractor for delivery.

**P. Notification of Delay**

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

**Q. Request for Extension**

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

It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision, and the Contractor may have liabilities for expenses being incurred by the Onsite Inspector during such delays.

**R. Warranty**

The Contractor shall warrant to the District, its successors and assigns, that the title to the material, supplies or equipment covered by the Contract, when delivered to the District or to its successor or assigns, is free from all liens and encumbrances. The Contractor guarantees and warrants that all work performed and items supplied under this Contract shall (1) conform to or exceed the Technical Specifications and all other requirements of this RFP; (2) fulfill its design functions and be fit for both its ordinary and intended purposes; (3) be free of all patent and latent defects in design, materials and workmanship; and (4) perform satisfactorily.

It is understood and agreed that by acceptance of this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to these Specifications, the District does not waive any warranty, either expressed or implied.

**1. Complete Vehicle**

A basic vehicle warranty shall commence on the date the vehicle is placed into revenue service and shall continue in effect thereafter for a minimum period (unless otherwise

stated within the detailed product/vehicle specifications) of thirty-six (36) months or one hundred thousand (100,000) miles whichever occurs first.

## **2. Propulsion Systems and Major Sub Systems**

Unless otherwise stated within the detailed vehicle/product specifications, engine warranty shall cover all items provided in the engine manufacturer's standard warranty. Contractor's shall provide engine warranty details with their technical proposal for all engine types being offered.

## **3. Body and Chassis Structure**

Vehicle Types A, B, C & D. The vehicle body must be warranted under the terms of the original manufacturer's standard warranty covering the integrity of the vehicle body internal steel frame structure (including corrosion damage) and/or fatigue failure for a period of four (4) years or 100,000 miles. This warranty shall cover all damage caused by vehicle vibration, corrosion, and environmental degradation under expected operating conditions

A defect in the structural integrity of the basic body is defined as defects in the chassis, body and/or frame, suspension and axles which results in any premature fatigue.

## **4. Progressive Damage**

The Contractor shall be responsible for any and all consequential or progressive damages caused by defective parts or components. The Contractor shall assume all costs and expenses associated with repair or replacement; including component replacement, removal, re-installation, and any and all costs of shipment, including all towing expenses.

## **5. Vehicles Removed From Service Due To Warranty Failure**

Vehicles which have been removed from service due to a warranty failure for periods exceeding seven (7) days shall have the warranty time extended for the time the vehicle was not in service.

## **6. Exceptions to Warranty**

The warranty shall not apply to scheduled maintenance items, items furnished by the District such as radios, MDTs and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part of a component for which the Contractor is responsible.

## **7. Detection and Correction of Defects**

Where the District detects a minor defect within the warranty period, the District may elect to repair such defect and submit a form for reimbursement. If the District detects a major defect within the warranty periods, the District at its sole option, may elect to repair such defect and submit a form for reimbursement or may elect to notify the Contractor. Within three (3) working days after receipt of notification, the Contractor's representative shall agree with the District's determination as to the most appropriate scope and course for the repairs to be performed under the warranty, or reserve judgment until the subsystem or component is inspected by the Contractor's representative or is removed and examined at the District's property. Where the Contractor requests the component be inspected, Contractor's representative shall inspect such component within forty-eight (48) hours. At that time, Contractor may suggest the appropriate course of action for the prompt repair of the subsystem or component shall be mutually resolved between the District and the Contractor. Where Contractor performs repair work

necessary to affect the repair all work shall commence within seven (7) working days after the Contractor receives notification. If the District does not agree with the Contractor's suggestion as to the scope and/or course of the repairs, the District reserves the right to commence with the repairs and submit for reimbursement.

### **8. Fleet Defects**

A fleet defect is defined as the failure of or a deficiency in identical systems or components of the vehicle caused by defective design, material or workmanship in twenty percent (20%) of the base quantity of vehicles delivered under this Contract. In the event of a fleet defect during the warranty period, the Contractor will furnish promptly all necessary labor and material to affect such repairs and modifications for every vehicle delivered under the Contract pursuant to the terms and conditions of this warranty and at Contractor's sole cost and expense.

After correcting the defect, the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other vehicles purchased under this Contract. The work program shall include inspections and/or correction of the potential or defective parts in all of the vehicles.

The warranty period on items determined to be fleet defects shall be extended in accordance with Section "Vehicles Removed from Service Due To Warranty Failure."

### **9. Modifications**

Modifications or changes made to strengthen or correct a defect or deficiency on a vehicle shall be made to all vehicles purchased under this Contract at Contractor's sole cost and expense.

### **10. Single Representative**

The Contractor shall designate a single representative through which warranties shall be handled. The representatives shall meet as needed with the District's representative or project manager for review of repairs and claims. The representative shall handle all facets of warranty processing and warranty material handling. Failure of the Contractor to meet with the District will not relieve their obligation to comply with all warranty requirements set forth in the contract, or to reimburse the District for repairs made during the warranty period.

### **11. Repair Performance**

The District may require the Contractor or its designated representative to perform warranty-covered repairs. The work may be done by the District's personnel with reimbursement by the Contractor. The District shall determine who performs repairs at its sole option.

### **12. Repair by Contractor**

If the District requires or mutually agrees for the Contractor to perform warranty-covered repairs, the Contractor's representative must begin work necessary to effect repairs within seven (7) calendar days after receiving notification of a defect from the District. The District shall make the vehicle available to the Contractor's representative to complete timely repairs.

Any warranty work performed under this Contract shall be completed within seven (7) calendar days after the Contractor has begun repairs on the vehicle that has been removed

from revenue service due to a warranty defect. If repairs are not completed within the specified time periods, the District may assess liquidated damages pursuant to Section "Liquidated Damages."

In the event the Contractor fails to promptly make the necessary repairs and replacements, the District may undertake such necessary repairs and replacements and the Contractor shall reimburse the District for all such related costs and expenses, including any charges for overhead.

The Contractor shall bear total responsibility for costs and expenses for furnishings all labor, parts, tools, materials and space as required to complete the repairs and/or replacements. At the District's sole discretion, the Contractor may be required to perform the work off District property. The Contractor shall be responsible for any costs associated with transporting the vehicle to and from District property. Where a vehicle is towed, Contractor shall pay for towing charges. Location of repair shall not be further than 50 miles from the vehicle delivery location unless mutually agreed upon on a case-by-case basis.

### **13. Repair by the District**

**Parts Used** – If the District performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using Contractor-specified spare parts available from its own stock or those supplied by the Contractor specifically for these repairs. The District shall determine whether or not a component should be repaired or replaced. Every sixty (60) days, or at a period to be mutually agreed upon, reports of repairs covered by this warranty shall be submitted by the District to the Contractor for reimbursement or replacement of parts.

**Contractor Supplied Parts** – The District may request that the Contractor supply new parts for warranty-covered repairs being performed by the District. These parts shall be prepared by Contractor and shipped to the District from any source selected by the Contractor within fourteen (14) calendar days of receipt of the request for said parts.

**Defective Components Return** – The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. Request for return of defective parts/components must be made within thirty (30) calendar days after submittal of Warranty Claim. The District may request Contractor to verify that part/component is defective prior to shipment. The total cost of verification and shipment shall be paid by the Contractor. Materials will be returned freight collect.

Should the Contractor find that the part/component was not defective after it has been returned to the Contractor, Contractor shall notify the District and obtain disposition instructions for the part/component. Should the District request that part/component be returned to the District, the District shall pay for shipping cost.

### **14. Reimbursements**

**Labor** – The District shall be reimbursed by the Contractor for labor. The reimbursement amount shall be determined by multiplying the number of work hours actually required to diagnose and correct the defect by the current labor rate (inclusive of benefits) in effect at the time of repair, plus forty five percent (45%) overhead and administrative charges.

**Parts** – The District shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement amount shall be the actual

District cost of the part(s) at the time of repair calculated from the District's purchase order or inventory charge-out ledger and shall include taxes where applicable plus fifteen percent (15%) handling costs.

Other – The cost of towing the vehicle, if such action is necessary, shall also be reimbursable, whether done by the District's service provider employees or by an outside contractor. Towing reimbursement shall remain in effect throughout the time periods set forth in paragraphs 1 and 2 above.

Method – Warranty reimbursement shall be made through a warranty claim form. The District will provide the following information on such form:

- District vehicle number
- Affected District repair code
- Date defect detected
- Total claim value
- Mileage District work order number
- Labor hours and labor costs Defect
- Description of parts used and price Repair District part number

All other information requested by Contractor shall be Contractor's responsibility. Contractor shall reimburse the District by negotiable check within sixty (60) calendar days of receiving a valid Warranty Claim. Meetings between the District and the Contractor's representative shall be held on at least a quarterly basis if there are outstanding warranty claims and payments.

#### **15. Warranty after Replacement/Repair**

If any component or subsystem is repaired, rebuilt, or replaced by the Contractor or by the District's Service Provider personnel, the subsystem shall have the unexpired warranty period of the original subsystem.

#### **16. Effect of Delay**

In the event that, during the warranty period, repairs and/or modifications on all or any vehicle made necessary by defective design, material or workmanship are not completed due to lack of material or inability to provide the proper repair, or by the Contractor's neglect, delay time shall not be considered as part of the warranty period and the warranty period shall be extended by the period of the delay.

#### **17. Disclaimer**

Nothing in these requirements, conditions, or specifications, including the District's right to a complete inspection prior to acceptance of the vehicles, shall constitute a disclaimer to or limit, negate, exclude, or modify in any way any warranty created hereunder.

It is understood and agreed that by establishing this warranty provision, by outlining the Technical Specifications and the Contract Documents, and by inspecting and accepting each vehicle, the District does not waive (a) any warranty, either expressed or implied, which is created pursuant to this Agreement or by law, or (b) any other liability of the Contractor that may arise under applicable law.

## **12. TRAINING**

The Contractor should be available to provide any and all training needed to safely operate the vehicles purchased. The Contractor shall present a written outline of the training program to District within fifteen (15) days after Notice to Proceed.

The Contractor shall conduct training on all components of the vehicles ordered, including but not limited to chassis, body, lift, mobility device securement operation, and air-conditioning system.

### **13. TERMINATION**

If the Contractor does not deliver in accordance with the contract delivery schedule or the Contractor fails to perform in the manner called for in the contract, or the Contractor fails to perform to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the District may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor, setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or the services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the District that the Contractor had an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of or are beyond the control of the Contractor, the District may after setting up new delivery of performance schedule, may allow the Contractor to continue work.

## SECTION III PROPOSAL CONTENT

### 1. SUBMISSION REQUIREMENTS

All information shall be provided according to the following instructions in order to be considered a responsive Proposal.

Five (5) identical hard copies and one (1) electronic copy of the Technical Proposal shall be enclosed in a sealed envelope and clearly marked "TECHNICAL PROPOSAL PARATRANSIT VEHICLES" on the front thereon. The Respondent's complete return address must be included on the envelope.

Five (5) identical hard copies and one (1) electronic copy of the Cost proposal shall be enclosed in a separate sealed envelope and clearly marked "COST PROPOSAL FOR PARATRANSIT VEHICLES" on the front thereon. The Respondent's complete return address must be included on the envelope.

Proposals shall be submitted in three ring binders, with a table of contents and tabs to separate each section. Sections shall be organized in the following order outlined below (A through J.) Note that Parts H and I, the Cost Proposals, MUST be in a separately sealed envelope. Also include all sections outlined in Exhibit E and attach any other Exhibits to this document that must be filled out.

The envelope containing the technical proposal and the envelope containing the cost proposal shall be enclosed in an outer envelope clearly marked "PROPOSAL FOR PARATRANSIT VEHICLES" on the front thereon. The Respondent's complete return address must be included on this envelope.

Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials. The Proposal is limited to 40 - 8 ½ X 11 sheets or 80 pages of double sided prints. Font size 12 points. Required certifications are not considered part of the page limit.

Proposers shall provide a proposal which includes the required elements, both in content and sequence as set forth in this section. Proposal Forms must be completed and signed. All required certifications must be completed, signed and submitted with each Proposal.

Cost Proposal information shall be based on the type of vehicle to be provided and the associated requirements as specified in this RFP. The price to be quoted in any proposal shall include all items of labor, materials, and other costs necessary to fully provide the vehicles specified

Proposals will not be publically opened. All proposals will be kept confidential throughout the evaluation, negotiation, and selection process. Only the Evaluation Committee and the District's Procurement Officer will be provided access to the proposals and evaluation results during the evaluation period.

**Any items omitted from this specification which are clearly necessary for the successful completion of the project shall be considered a portion of the project although not directly named in these specifications.**

## **2. PROPOSAL CONTENT**

Proposers are required to submit the following information. Failure to respond to each item may render the Proposal non-responsive, causing it to be rejected. Contents of Proposals shall be as follows:

### **A. Cover Letter**

The cover letter shall introduce the Proposer's team and summarize the main qualifications of the firm; indicate that the Contractor is prepared to sign the sample Agreement for Paratransit Vehicles (sample attached as Exhibit), if a contract is awarded; agrees to bind the Contractor to the proposed Scope of Work and associated cost proposal for 180 days; and confirm that is able to comply with the insurance and bonding requirements.

### **B. Table of Contents**

The Table of Contents shall list all items provided in the proposal submission. Tabs for each section are required.

### **C. Proposers Contact Information**

Firm name, business address, telephone number, fax number, email address.

### **D. Business Description**

Date of establishment of business and type of organization (individual, partnership, corporation, etc.). A narrative of the Proposers manufacturing facilities, parts distribution locations, and service support offices must also be included.

### **E. Understanding of the Scope of Work**

In response to Scope of Work Section, provide a clear and concise description of the services and equipment to be provided by your company. Describe the overall design to be used in carrying out the project and accomplishing its objectives. Each of the major tasks or activities to be undertaken as a means of reaching such objectives, must be specifically identified. Explain or display the essential points of activity in a time sequence explaining or showing the amount of time allotted to each activity. Provide sample production timelines and delivery schedule for each of the vehicles proposed.

### **F. Proposer's Qualifications**

Provide a concise statement covering the history of your company under current and any prior names (include number of years in business under each name), your major projects or activities both in general and projects similar to the subject of the Proposal, the populations you have served, the relationship of this project to your corporate purpose, and why you feel that your company is best suited to fulfill the requirements of the Proposal.

1. A brief description listing experience that your company has had in providing similar equipment to other transit agencies. Provide a list of at least five customer references that are public transit agencies currently operating the proposed vehicles. The customer references shall include the agencies' name, the contact name and title, telephone number, and email address of the person most familiar with the contract; the dollar amount of the contract; and the dates that these programs/projects were completed. Provide most recent, detailed information of the vehicles delivered to the references submitted to substantiate your previous experience.



2. A brief description of the experience and qualifications of the proposed key staff members assigned to this project and what percentage of their time will be devoted to the project. Show the function in the project for each person. Additionally, the Proposer must specify where the staff will be located and identify the project manager.
3. Information displaying past fiscal responsibility such as independent audits or a list of projects completed within the budget. Proposer must submit a copy of their latest audited financial statement completed by a certified public accountant within the past 18 months. Proposer must submit a list of commitments, and potential commitments which may affect assets, lines of credit, guarantor letters, or otherwise affect the Proposer's ability to perform the Contract.
4. A statement as to any judgments, litigations, licensing violations, or other violations, outstanding or resolved, associated with your company.

### **G. Technical Understanding**

Provide all data relevant to the proposed vehicle offered in your proposal including:

1. Description of the vehicle(s) offered including completion of the Vehicle Description provided in the Technical Specifications.
2. Listing of all requests for approved equals from the District's contract documents and specifications.
3. Engineering drawings and layouts as needed to respond to specific items identified within the District's Technical Specifications. Proposers will also submit any other supporting documentation that it deems appropriate which will aid the District in evaluating the technical merit of the Proposer's proposal in each factor.
4. Copies of the Altoona Vehicle Test report for the vehicle(s) offered, including all issues reported by the testing authority and any corrective actions taken by the manufacturer as a result of the test, and any subsequent testing completed to confirm the adequacy of any modifications.
5. Printed brochure, manufacturer's model name or number, and floor plan of the vehicles offered. Separate floor plans shall be drawn on approved equal chassis and submitted. The floor plans shall include the passenger seat locations with hip to knee and aisle width dimensions, mobility device positions, locations of all doors, lift, and auxiliary heater. The floor plan shall clearly identify the type of vehicle as 'Floor Plan A' or 'Floor Plan B' or 'Floor Plan C' and show the exterior body dimensions (length, width, and height), front & rear overhangs, the wheelbase.
6. Weight distribution analysis of the bus in the maximum passenger load configuration that shall include all components such as seats, heating and air conditioning systems, lift, and the operator. The weight analysis shall be done separately for the approved equal chassis, and based on 150 lbs. per ambulatory passenger and operator, and 350 lbs. per mobility device position.
7. Proposer shall submit representative samples of all Maintenance, Parts, and related Service Manuals that cover the vehicles offered in the proposal. Examples of Service and Part update bulletins, electrical diagrams, and Vehicle Operator's manuals will also be submitted.
8. Proposers shall submit information regarding the structure, locations, and policies of the Parts Service organization that will support the vehicle(s) offered, including listing the nearest Parts Service facility to the District.
9. Proposers shall submit details of the propane option in their technical proposal.
10. Proposer shall also provide evidence of its ability to meet the delivery requirements, as well as a list of all deliveries executed within the past three (3) years showing the number

of units involved, if the vehicles were delivered per the contract terms, and a listing of any late deliveries.

## **H. Cost Proposal**

The Contractor's proposed cost for this Contract will be evaluated based on the unit prices for each type of vehicle and chassis the proposer wishes to be considered for by the District. Complete and separate price proposal forms and packages must be submitted for each type vehicle is being offered. Participating agencies will notify the Contractor of any desired options when placing vehicle orders. The sum for Vehicles, and manuals and training package, will be determined by adding the entries and entering the sum on "Total Base Offer per Vehicle." Prices quoted for these options shall remain firm for 180 days; price adjustment allowances and procedures are set forth in Section 7 *Pricing*. The optional Compressed Natural Gas system will not be considered in the determination of the "Total Base Offer per Vehicle." However, in the event that such options are ordered by any Consortium Member, such options will be subject to a cost / price analysis by the awarding agency. In order to assist the District with such analysis, the successful Proposer agrees to provide required documentation in support of its quoted prices. The Proposer shall break down the cost of each vehicle configuration as follows:

1. Base Offer per Vehicle
2. Delivery Cost per Vehicle to East Hartford, CT – Delivery charges to other consortium members will be determined at time of contract with each individual member.
3. The Total Base Offer per Vehicle shall include all costs required to perform the Scope of Work, including overhead, profit, services, insurance required manuals, tests, certifications, and any and all other applicable costs of the Cost Proposal.

The costs for spare components will not be used in the evaluation of the Cost Proposal, and District and/or the Consortium Members, reserves the right to negotiate a final spare parts package, including final quantities and costs at the time of contract award. Spare parts catalog with current pricing is required for each vehicle type offered.

## **I. Cost Proposal - Optional Equipment**

The Proposer will submit on a separate form, a listing of all available optional equipment with unit prices for each of the vehicles offered in the proposal. In addition include cost, if any, for solid color other than white. Participating agencies will notify the Contractor of any desired options when placing vehicle orders. Prices quoted for optional equipment shall remain firm for 180 days; price adjustment allowances and procedures are set forth in Section 7 *Pricing*. Such optional equipment costs will not be used in the Cost Proposal Evaluation. A Cost/Price analysis will be performed as appropriate, by the awarding agency. In order to assist the District with such analysis, the successful Proposer agrees to provide required documentation in support of its quoted prices. The final contract award and pricing for the vehicles may be negotiated by each separate agency and/or Consortium Members to include available optional equipment as it deems necessary. The District and Consortium Members are exempt from Connecticut State Tax.

## **J. MISCELLANEOUS INFORMATION**

The Proposer is encouraged to submit other information which may be pertinent to the evaluation of its Proposal.

# **SECTION IV-PROPOSAL EVALUATION**

## **1. EVALUATION PROCEDURES**

An award will be made to the most responsible and responsive firm in accordance with the evaluation criteria set forth in this RFP. All proposals received will be evaluated and scored by an Evaluation Review Committee. Proposal evaluation is an assessment of both the Proposal and the Proposer's ability to successfully accomplish the required services.

The Evaluation Review Committee shall review each Proposal submitted and may invite some or all of the Proposers to submit additional material to support or clarify their proposals. The Evaluation Review Committee will take all information provided into consideration in making its recommendation to award a contract to the successful Proposer in the best interests of the District. The District shall select the highest rated Proposal subject to negotiation of fair and reasonable compensation.

If determined necessary, the Evaluation Review Committee may invite top Proposers found to be within the competitive range, or may be reasonably made to be within the competitive range for an interview. If interviews are conducted, the Evaluation Review Committee will be provided the opportunity to revise their original evaluation and score to accurately reflect any additional information that may have been obtained through the interview process.

The final score for each proposal will be obtained by summing the results from each section (Technical Proposal and Cost Proposal), with a perfect final score being 100 points. The Evaluation Review Committee will take the total score for each Technical Proposal and add to it the respective Cost Proposal evaluation score to rank the proposal and to determine the overall preferred proposals.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understanding to any Contract requirements, said conditions, exceptions, reservations or understandings may be discussed during the interview or negotiation meetings. However, the District shall have the right to reject any and all conditions and/or exceptions, and instruct the Proposer to amend its Proposal and remove said conditions and/or exceptions; and any Proposer failing to do so may cause the District to determine such Proposal to be outside the competitive range.

The Proposer with the highest ranking Proposal may be contacted regarding any potential areas to be negotiated. If negotiations are determined not necessary, a contract will be awarded to that firm. If negotiations are conducted and not successful with the highest ranking Proposer then negotiations may be conducted with the next highest ranking Proposer and so on down the line until negotiations are successful.

The District reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request to amend its proposal and to make its Best and Final Offer (BAFO). The District reserves the right to award on the basis of initial Proposal submitted without negotiations or discussions if such action is deemed to be in the best interest of the District.

Following the initial review and screening of Proposals, one or more Proposers may be invited to participate in the final selection process. The final selection process may include the submission of additional information and/or participation in an oral interview.

The District reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any individual or qualified firm, to modify or cancel in part or in its entirety the RFP, to request revised Proposals, to request further information, or to request Best and Final Offers if it is in the best interest of the District to do so. However, the District may select a Proposal or Proposals for award without any discussions or negotiations or request for any BAFOs. Proposers are hereby notified that the selected firms are expressly prohibited from offering any rebates, parts credits and any other price discounts following contract award. Thus, the initial proposal should represent the “best offer.”

The Evaluation Review Committee will make a recommendation of award of a contract to the District's appropriate authorized representative. All Proposers will be notified of the recommended award by mail. No contract will be in force until issuance of a written Notice to Proceed issued by the Executive Director, or designee. District will award one or more contracts which will include all vehicle types.

This RFP does not commit the District to award a contract. The District and the Participating Agencies reserve the right to waive informalities and irregularities in the Proposals received, or to reject all proposals submitted.

## **2. TECHNICAL EVALUATION CRITERIA**

Proposals will be evaluated using the following principal selection criteria:

### **Maximum Possible Technical Points = 60points**

#### **A. Product Design and Performance 20 points**

The information provided by the Proposer in its technical submittal relating to the vehicles to be provided will be utilized to evaluate the proposal in relation to this factor. Failure to complete the required submissions or list all requested deviations on the proper form with adequate supporting data will impact the final point determination of this section. The number and significance of the requested deviations from the District's specifications, which are intended to describe a vehicle design that provides for fleet commonality and standardization of parts, training and related support costs will impact the final point determination of this section. Vehicle construction and system design, as well as documented reliability may be used in this evaluation, as well as other design and performance elements of the components which comprise those systems. At a minimum, test results, safety and maintenance factors, and cost of normal operation for the vehicle design and system components proposed may be considered in determining a final value for this factor.

#### **B. Proposer's Experience and Qualifications 40 points**

The Review Committee will consider the capability and experience of the Proposer as presented in the Proposal or as is determined by review of information available from references or other resources. The evaluation may look at the Proposer's overall organizational and financial capabilities and consider key components such as organizational reporting structure, quality control, quality assurance, research and development, technical, training and parts support, response time, product capabilities, ability to furnish multiple vehicle configurations, bonding capacity, and financial history, as well as other considerations in reaching a final point determination. The Committee may also look at judgments, liens, fleet defect history, warranty claims, and the steps that the manufacturer took to resolve these concerns in assessing the overall

reputation of the manufacturer. The Committee will also review the proposed delivery schedule and its ability to fulfill the delivery requirements in as stated in this RFP, including past delivery performance.

### **3. COST PROPOSAL EVALUATION**

This aspect relates to the Proposer's overall budget, and the completeness and reasonableness of specific budget assumptions and projected level estimates. The reasonableness of the total cost proposal and the competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; and reasonableness of management/administrative fees.

As described below, the proposed cost as submitted by the Proposer on the District's Cost Proposal Forms provided herewith as Exhibit G will be assigned a maximum of 40 points. The Contractor is *required* to use Exhibit F, without alteration, for submittal of their Cost Proposals. You may use as many copies as you need for each vehicle type proposed. **Please DO NOT use your own forms.**

#### **A. Cost Proposal Criteria 40 points**

The cost will be evaluated in the following manner:

The Cost Proposal criteria will be based on the "Total Base Offer per Vehicle", for each vehicle type.

The lowest Cost Proposal will receive 40 points. All other proposals will receive between 1 to less than 40 points based on the numerical relation of their cost to the amount asserted in the Proposal having the lowest cost amount. This point total will be calculated by dividing the lowest price by the total price of the Proposal being evaluated and the result multiplied by the maximum weight for price (40 points) to arrive at a Cost Proposal score.

**EXHIBIT A – FEDERAL CONTRACT CLAUSES**

## **FEDERALLY REQUIRED CONTRACT CLAUSES**

**Buy America** - The Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

A Proposer or offeror must submit to the FTA recipient the appropriate Buy America certification (**Exhibit F**) all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier sub Proposers.

**Bus Testing** - The Contractor or manufacturer shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

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

**Pre-Award and Post-Delivery Audit Requirements** – The Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

- A.) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B.) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- C.) Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- D.) Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit:
  - 1.) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or
  - 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

**Energy Conservation** - Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

**Clean Water** - Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**Clean Air** - 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**Byrd Anti-Lobbying Amendment**

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

**Access to Records and Reports** - The following access to records requirements apply to this Contract:



1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11)..

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

**Contract Work Hours and Safety Standards**

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**No Government Obligation to Third Parties.**

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

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

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

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

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Termination**

**a. Termination for Convenience.** The District may terminate this contract in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

**b. Termination for Default.** If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure** the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

**d. Waiver of Remedies** for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**Government-Wide Debarment and Suspension (Nonprocurement)** - The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It

will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” [https:// www.sam.gov](https://www.sam.gov), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

(2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

**Civil Rights** - The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute): (1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and

guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5

Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination

in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S.

DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.  
Breaches and Dispute Resolution

**Breaches and Dispute Resolution** - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **Disadvantaged Business Enterprises**

- A.) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is 5%. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- B.) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C.) If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- D.) If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race- neutral means throughout the period of performance.
- E.) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- F.) The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its 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 the recipient.

**Fly America Requirements** - Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

**Cargo Preference - Use of United States-Flag Vessels** - Contractor shall: a. use privately owned US-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 US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

**Prompt Payment** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

**Incorporation of Federal Transit Administration (FTA) Terms** – The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

**EXHIBIT B – State of Connecticut Grant Requirements**

## STATE OF CONNECTICUT GRANT REQUIREMENTS

**Small Business Enterprises.** In connection with the performance of this Agreement, the Consultant shall cooperate with the District in meeting its commitments and goals with regard to the maximum utilization of small business enterprises ("SBEs"), as defined in Section 4a-60 of the Connecticut General Statutes, and will use its best efforts to insure that SBEs shall have the maximum practicable opportunity to compete for any sub-contract work under this Agreement.

The District has agreed with the Connecticut Department of Transportation to include in the Agreement the Special Provisions Requirements of Section 46a-68j-30(9) of the Contract Compliance Regulations.

The Contractor agrees to ensure that small business enterprises as defined in Section 4a-60 of the Connecticut General Statutes have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with Section 4a-60 of the Connecticut General Statutes to ensure that small business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal 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 (the District) deems appropriate.

**Non-Discrimination in Employment and Affirmative Action.** In connection with the carrying out of the Project the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their preemployment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The provisions of Executive Order No. 11246 of September 21, 1965, as amended, and all rules, regulations and orders of the Federal government issued pursuant thereto are incorporated herein by reference and made a part hereof. The Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-4) and all requirements imposed by Title 49 C.F.R. part 21 and other pertinent directives of the federal government to the end that no person shall on the grounds of race, color, sex or national origin be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under the Project.

The District has agreed with the Connecticut Department of Transportation ("CTDOT") to include in this Agreement the following Sections from the Agreement between the District and CTDOT:

Section 32 Civil Rights. (b)(1) The Second Party (the "District and its Operator") agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Second Party that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Second Party further agrees to take affirmative action to

insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Second Party that such disability prevents performance of the work involved; (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission (on Human Rights and Opportunities of the State of Connecticut); (3) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, and 46a-68f; (5) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.

Section 33. Nondiscrimination (Sexual Orientation). (a) Pursuant to § 4a.60 of the Connecticut General Statutes, (1) the Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the general statutes; (4) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.

**Non-Discrimination on the Basis of Disability.** The Consultant shall insure that all fixed facility construction or alteration and all new equipment purchased to provide the Services comply with applicable regulations regarding Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance, set forth at Title 49, Code of Federal Regulations, Part 27, and any amendments thereto.

The Agreement shall be deemed to include the CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS including but not limited to Equal Employment Opportunity Responsibilities, Policy on SBEs, and Code of Ethics, incorporated herein by reference, and all requirements upon consultants and contractors of the "Second Party" (the "District") set forth in said PROVISIONS shall be deemed requirements upon the Consultant hereunder. In any event, the Consultant shall do nothing which would cause the District to be in violation of the requirements upon it, as the "Second Party" under said PROVISIONS.

**EXHIBIT C – Procurement and Appeals Process**

## PROCUREMENT PROCEDURES AND APPEALS PROCESS

It is the policy of the Greater Hartford Transit District that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is the District's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and District Policies.

The District has established these pre-bid, pre-award, and post-award procurement protest policy and procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration.

### 1. Pre-Bid

A pre-bid or solicitation phase protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial notice and/or solicitation published by the District requesting bids or proposals from vendors or other interested parties.

### 2. Pre-award

A pre-award protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.

### 3. Post-Award

A post-award protest is a protest received after award of a contract. A post-award protest must be received within 5 business days of the notification of the award. A post-award protest generally alleges a violation of applicable federal or state law and/or District policy or procedures relative to the seeking, evaluating and/or awarding of the contract. Each Proposer will be notified by first class mail of the decision of the District as to the selection of firm under this procurement. Included in that notification will be a proposed effective date of engagement which will be no less than 15 days following the date of notification of award.

It is the policy of the District not to proceed with the award phase of any procurement if there is a pending protest.

All Protests must be filed in writing to:

Vicki L. Shotland, Executive Director  
Greater Hartford Transit District  
One Union Place  
Hartford, CT 06103

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation

The Greater Hartford Transit District, Vicki L. Shotland, Executive Director or designee shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Executive Director or Designee must be in writing and shall include a response to each substantive issue raised in the Protest. The Executive Director's decision shall constitute the District's final administrative determination.

If the District postpones the date of Bid submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, the District will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal has been filed and the due date for Bid submission shall be postponed until the District has issued its final decision.

The Protester may withdraw its Protest or Appeal at any time before a final decision is issued.

A Protester must exhaust all administrative remedies with the District before pursuing a protest with the Federal Transit Administration (FTA). Reviews of protests by the FTA will be limited to (1) failure to have or to follow the District's protest procedures or failure to review a complaint or Protest or (2) violations of Federal law or regulation.

A Protest Appeal to FTA must be received within five (5) working days of the date of the final decision by the Greater Hartford Transit District is rendered. The appeal must be in writing and must include the name and address of

the protestor, cite the District as the grantee, the number of the solicitation, a statement of the grounds for protest and any supporting documentation, including a copy of the local Protest filed with the District and a copy of the District's decision, if any. Protest appeals should be filed with:

Federal Transit Administration Region 1 Office,  
Kendall Square  
Attention: Procurement Appeal  
55 Broadway, Suite 920  
Cambridge, MA 02142-1093

Upon receipt of a notice that an appeal has been submitted to FTA prior to the award of a contract, the District will immediately contact the appropriate FTA official to determine if the Response Date should be postponed. If the Response Date is postponed, the District will contact all Proposers or firms who have been furnished a copy of the RFP that an appeal has been filed and that the Response Date is postponed until FTA has issued its decision. Appropriate addenda will be issued rescheduling the Response Date.

Any appeal to FTA may be withdrawn at any time before FTA has issued its decision.

FTA's decision on any appeal will be final. No further appeals will be considered by FTA.

## **EXHIBIT D –GENERAL INFORMATION FORMS**



## GENERAL INFORMATION FORM

Name of Organization: \_\_\_\_\_

Organization's Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Company Federal taxpayer identification number \_\_\_\_\_

Organization is (check one):

Corporation      \_\_\_      Partnership      \_\_\_      Association

Joint Venture      \_\_\_      Sole Proprietorship      \_\_\_      Public Agency

Quasi-Public Agency \_\_\_      Other: (Explain): \_\_\_\_\_

If the organization is a corporation, indicate the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice-President's Name: \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

If the organization is an individual or a partnership indicate the following:

Date of Organization: \_\_\_\_\_

Name and address of all partners: \_\_\_\_\_

### Organization's Authorized Representatives:

Contact for Questions about Proposal: Name \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Officer responsible for Contract Performance: Name \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Acknowledgment of received Addenda No(s): \_\_\_\_\_

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the District with the services described in the Request for Proposal dated May 11, 2020. The stated Proposal shall be firm for 120 days from the due date for this Proposal.

The Proposer hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

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

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

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

**SERVICE, PARTS AND DELIVERY POLICY**

\_\_\_\_\_  
Proposer

A. Location of nearest technical service representative:

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

B. Location of nearest parts distribution center to the District's East Hartford, CT Facility.

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

C. Policy for delivery of parts and components to be purchased for service and maintenance (attach copy of written warranty policy, as well):

Regular Method of Shipment: \_\_\_\_\_

Cost to the District: \_\_\_\_\_

Average lead time to deliver parts/components after order has been placed by the District (assuming items are in stock): \_\_\_\_\_

\_\_\_\_\_  
Date

**RECENT DELIVERY LIST**

\_\_\_\_\_  
Proposer

Transit Property	# of Unit Units	Delivery Cost	Date	Telephone Number
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

**ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda to the RFP documents:

Addendum number \_\_\_\_\_ dated \_\_\_\_\_.

Addendum number \_\_\_\_\_ dated \_\_\_\_\_.

Addendum number \_\_\_\_\_ dated \_\_\_\_\_.

Addendum number \_\_\_\_\_ dated \_\_\_\_\_.

Addendum number \_\_\_\_\_ dated \_\_\_\_\_.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the proposal.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**APPROVED EQUAL FORM**

*\*Attach as many of these forms as necessary to RFP*

\_\_\_\_\_  
Proposer/Vehicle Manufacturer

RFP Part \_\_\_\_ Section Number \_\_\_\_\_ Section Title \_\_\_\_\_

**Proposer’s Request:**

**The District’s Response:**

Approved:

Denied:

Noted: See Addendum:

Comments:

Procurement Officer: \_\_\_\_\_ Date: \_\_\_\_\_



## **EXHIBIT E – SUBMITTAL CHECKLIST**



## **SUBMITTAL CHECKLIST OF REQUIRED ITEMS**

In addition to the submittal requirements outlined above, Proposers shall use the following checklist as a guide to ensure all required documentation is included in its Proposal. Submit proposal in a binder with the following labels/tabs:

- A. Cover Letter of Introduction
- B. Table of Contents
- C. Proposers Capability, Experience, and Qualifications
- D. Most recent audited financial statement
- E. Certificate of Liability Insurance and Letter. A letter from the Proposer's insurance carrier indicating that the insurance company has read the insurance requirements stated in this RFP, and that it will be able to provide the certificate and endorsement for the coverage required. A copy of Proposer's insurance policy will not satisfy this requirement to meet the insurance requirements
- F. General Information Form
- G. Service Parts and Delivery
- H. Recent Delivery Listing
- I. Acknowledgement of Addenda
- J. Request for Approved Equals
- K. Performance Bond
- L. Certificate of Eligibility
- M. Certificate on Non-Collusion
- N. Certificate of Restrictions on Lobbying
- O. Certification of Government-Wide Nonprocurement Suspension and Debarment
- P. Buy America Certificate
- Q. Pre-Award and Post Delivery Audit
- R. Certificate for Disadvantaged Business Enterprises
- S. Subcontractor/Disadvantaged Business Enterprise Form
- T. Certificate of Compliance Federal Motor Vehicle Safety Standards (FMVSS)
- U. Compliance with FMVSS and Pollution Certificate
- V. Certificate of Compliance with Vehicle Testing Requirement
- W. Transit Vehicle Manufacturer's (TVM) Certification
- X. Vehicle Information Questionnaire
- Y. Pricing Form
- Z. Warranty Summary
- AA. State of Connecticut Requirements





## **EXHIBIT F – REQUIRED CERTIFICATIONS**

**CERTIFICATION OF ELIGIBILITY**

\_\_\_\_\_ hereby certifies that neither  
(Name of Proposer)  
it nor its "principals" is included on the U.S. Comptroller General's Debarred Proposers List.

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

Firm: \_\_\_\_\_

The Proposer certifies to the best of its knowledge and belief that it and its principals

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction by any Federal department or agency.

Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

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 offenses enumerated in Paragraph B of this Certification.

Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.

(Check One)

\_\_\_\_\_ I DO CERTIFY

\_\_\_\_\_ I DO NOT CERTIFY

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**CERTIFICATION OF NON-COLLUSION**

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment , or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or it's surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**CERTIFICATION ON RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ hereby certify (Name and title of official)

On behalf of: \_\_\_\_\_ that: (Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

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

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Signature of Authorized representative: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    1. Debarred
    2. Suspended
    3. Proposed for debarment
    4. Declared ineligible
    5. Voluntarily excluded
    6. Disqualified
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    1. 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,
    2. Violation of any Federal or State antitrust statute, or
  3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
    - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
    - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
    - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
    - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
      1. Equals or exceeds \$25,000,
      2. Is for audit services, or
      3. Requires the consent of a Federal official, and
  - g. It will require that each covered lower tier contractor and subcontractor:
    1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - a. Debarred from participation in its federally funded Project,



- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**CERTIFICATION:**

Company \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

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

Name of Contractor's Authorized Official \_\_\_\_\_

Title \_\_\_\_\_

**BUY AMERICA CERTIFICATION**

**COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements**

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

**NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements**

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**PRE-AWARD AND POST DELIVERY AUDIT CERTIFICATION**

The bidder hereby certifies that it will comply with the requirements of 49 U.S. C. Section 5323(j)(2)(C), Section 165 (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**CERTIFICATION FOR DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 apply to this agreement.

The supplier or Proposer agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or Proposers shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their Proposers shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

The Proposer hereby agrees to subcontract a minimum of \_\_\_\_% of the contract to disadvantaged business enterprises.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please attach the names and addresses of any and all DBE eligible subProposers who will perform work on this project, and the approximate dollar amounts to be paid to them. If there is no participation then this must be indicated in the form.

**DBE GOOD FAITH EFFORTS DOCUMENTATION FORM**  
**ANNUAL DBE GOAL: 5%**

If Contractor has indicated on the DBE Participation Form that it does not meet the DBE goal, proposer must submit this form with its DBE Participation Form as documentation of its good faith efforts to meet the goal. Failure to submit this form with its proposer may render this proposal non-responsive. The Greater Hartford Transit District may require that proposer provide additional substantiation of good faith efforts.

Date: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Area of Expertise: \_\_\_\_\_

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Response: \_\_\_\_\_

**DBE LETTER OF INTENT**

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by DBE firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

**CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS**

1. There are NO sub-Contractors associated with this proposal.

Authorized Signee: \_\_\_\_\_

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

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

For (Company): \_\_\_\_\_

OR

2. Listed below are sub-Contractors associated with this proposal. Additional sheets are attached as required. I \_\_\_\_\_ have also attached appropriate Disadvantage Business Certifications.

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH  
FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)**

The bidder hereby certifies that vehicles to be provided under the resultant contract award comply with all stipulated and relevant Federal Motor Vehicle Safety Standards (FMVSS). In accordance with the Federal Government Required Clauses (FTA) of this contract, the bidder shall ensure that all vehicles will be affixed with a bus “manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS”.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE:        /        / \_\_\_\_\_



**FEDERAL MOTOR VEHICLE SAFETY STANDARDS  
AND POLLUTION CERTIFICATE**

The undersigned proposer hereby certifies the following:

1. The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of the auxiliary power equipment.
2. All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
3. Visible emission from the exhaust will not exceed #1 on the Ringlemann Scale when measured six inches from the tailpipe with the vehicle in steady operation.
4. When the vehicle has been idled for three minutes and then accelerated to 80% of rated speed under load, the opacity of the exhaust will not exceed #2 on the Ringlemann Scale for more than five seconds and not more than #1 on the Ringlemann Scale thereafter.
5. The vehicle engine furnished meets the Federal and State regulations for year of manufacture. Certificate to include the values of the H.C. + NO and Co and PM grams per BHP-HR.
6. The vehicles shall comply with the Federal Motor Vehicle Safety Standards as established by the United States Department of Transportation in effect on the date of manufacture.
7. That the vehicle shall comply with all requirements of the laws of the State of Connecticut, including all regulations set forth by the Connecticut Department of Transportation in effect on the date of manufacture.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29

Name of Bidder/Company Name: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Signature of Notary and Seal: \_\_\_\_\_

Date of Signature: \_\_\_\_/\_\_\_\_/\_\_\_\_

**TRANSIT VEHICLE MANUFACTURER'S (TVM) CERTIFICATION  
OF COMPLIANCE WITH 49 CFR §26.49(a)**

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

**TRANSIT VEHICLE MANUFACTURER'S CERTIFICATION**

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

**BIDDER/COMPANY**

Name of Bidder/Company Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Date of Signature: \_\_\_\_/\_\_\_\_/\_\_\_\_

**BIDDER/NOTARY**

Type or Print Name: \_\_\_\_\_

Signature of Notary: \_\_\_\_\_

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

Place Notary SEAL Here:

## **EXHIBIT G - COST PROPOSAL FORMS**

### **COST PROPOSAL**

The Proposer shall use these forms for submission of its cost proposal. Proposer must submit separate and complete pricing for each type of vehicle they wish to be considered for by the District.

### **QUANTITY**

This Proposal offers the vehicles as specified and is effective for a five-year period. The Proposer agrees to deliver the quantities and types of vehicles outlined in this proposal. All vehicles to be furnished under the contract shall be ordered by issuance(s) of a Purchase Order(s) by the District or another procuring agency in accordance with the specifications.

### **PRICES**

The District and other procuring agencies, reserve the right to order vehicles over the five-year period beginning upon the date the District issues a written Notice to Proceed (NTP). The prices of such vehicle and equipment shall be at the prices quoted below. These prices shall remain firm, fixed for any orders issued by the District or other procuring agencies within a period of 180 days of NTP. The price(s) of any vehicle or equipment ordered by the District or other procuring agencies after the initial 180 day firm fixed price period shall be that quoted (Base Offer per Vehicle) plus/minus any adjustment which will be calculated based on the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI) Category 1413, "Trucks and Vehicle Bodies" formula as described in the Section XX of the RFP. **However, in no event will the price(s) for any order issued exceed, by more than five percent, the price(s) that would have been in effect 12 months prior to the date of issuance of the purchase order.**

The Proposer shall submit its proposal supplying specifications for a heavy duty gasoline engine and,

Proposal requires the cost of L.P.G. engine in lieu of gasoline engine will all the necessary L.P.G. engine requirements including heavy duty package to be proposed as an option and conform to the specifications as they related to a L.P.G. engine.

The Proposer shall submit with their proposal(s) for review by the District the following Vehicle Information Questionnaire to confirm their proposed vehicle and components are in compliance with the requirements of the Technical Specifications. A separate set of sheets is required for each bus for which the Proposer intends to submit a proposal. Submission of this data should not preclude the Proposer from including additional or supplemental Technical Information, descriptive literature, or equipment brochures in their own format, which further describes their bus.

# VEHICLE INFORMATION QUESTIONNAIRE

*\*Attach one form for each type of vehicle offered.*

Proposer: \_\_\_\_\_

Vehicle Manufacturer: \_\_\_\_\_

Bus Model Number/Name: \_\_\_\_\_

Altoona Test Life (years/miles) \_\_\_\_\_

Test Report Model \_\_\_\_\_

Test Report Number \_\_\_\_\_

Test Report Date \_\_\_\_\_

Production Location \_\_\_\_\_

## Dimensions:

Overall Length: \_\_\_\_\_ inches

Overall Width: \_\_\_\_\_ inches

Overall Height: \_\_\_\_\_ inches

Wheelbase: \_\_\_\_\_ inches

Overhang: \_\_\_\_\_ inches (from front axle center)

Overhang: \_\_\_\_\_ inches (from rear axle center)

Approach angle: \_\_\_\_\_ degrees (front)

Approach angle: \_\_\_\_\_ degrees (rear)

Breakover angle: \_\_\_\_\_ degrees

Proposed # Ambulatory Passenger Seats (attach separate page showing layout)

## Minimum Road clearance:

Front axle: \_\_\_\_\_ inches

Rear axle: \_\_\_\_\_ inches

Front tire size: \_\_\_\_\_

Rear tire size: \_\_\_\_\_

## Height:

Floor to ceiling: \_\_\_\_\_ inches

Above front axle: \_\_\_\_\_ inches

Above rear axle: \_\_\_\_\_ inches

Floor to street: \_\_\_\_\_ inches (at lowest point)

Front door centerline: \_\_\_\_\_ inches

Rear axle centerline: \_\_\_\_\_ inches

Front doors

Height: \_\_\_\_\_ inches

Opening width: \_\_\_\_\_ inches  
Clear width: \_\_\_\_\_ inches  
Minimum width: \_\_\_\_\_ inches (top)  
Minimum width: \_\_\_\_\_ inches (bottom)

Wheelchair Door  
Height: \_\_\_\_\_ inches  
Opening width: \_\_\_\_\_ inches  
Clear width: \_\_\_\_\_ inches

Aisle width  
Between seats: \_\_\_\_\_ inches  
Minimum at cushion: \_\_\_\_\_ inches  
Minimum at seat top: \_\_\_\_\_ inches

Windows  
Side window area: \_\_\_\_\_ square inches  
Side window thickness: \_\_\_\_\_ inches

Engine Manufacturer: \_\_\_\_\_  
Type/Model number: \_\_\_\_\_

Transmission Manufacturer: \_\_\_\_\_  
Type: \_\_\_\_\_  
Model: \_\_\_\_\_  
Speed: \_\_\_\_\_

Construction Type/Materials  
Subframe \_\_\_\_\_  
Body frame \_\_\_\_\_  
Exterior panels \_\_\_\_\_  
Interior panels \_\_\_\_\_  
Insulation \_\_\_\_\_

Floor Thickness \_\_\_\_\_

Fuel Tank Capacity (gallons) \_\_\_\_\_

Outside Body Corner Turning Radius: \_\_\_\_\_ feet  
Inside Body Corner Turning Radius: \_\_\_\_\_ feet

Step Height Measurements (unloaded, with full fluids)  
Street to first step: \_\_\_\_\_ inches  
First to second step: \_\_\_\_\_ inches  
Second to third step: \_\_\_\_\_ inches

Step Depth Measurements  
First step: \_\_\_\_\_ inches

Second step: \_\_\_\_\_ inches  
Third step: \_\_\_\_\_ inches

Mirrors

Driver's side dimensions (flat): \_\_\_\_\_  
Driver's side dimensions (convex): \_\_\_\_\_  
Curb side dimensions (flat): \_\_\_\_\_  
Curb side dimensions (convex): \_\_\_\_\_

Heating, Ventilation, Air Conditioning (HVAC) system:

A/C System Manufacturer/Model #: \_\_\_\_\_  
A/C BTUs: \_\_\_\_\_

Heating System Manufacturer/Model #: \_\_\_\_\_  
Heating BTUs: \_\_\_\_\_

Gross Vehicle Weight Rating: \_\_\_\_\_ pounds  
Front Axle Weight Rating: \_\_\_\_\_ pounds  
Rear Axle Weight Rating: \_\_\_\_\_ pounds  
Wet weight of bus as proposed: \_\_\_\_\_ pounds  
Wet Weight Front Axle: \_\_\_\_\_ pounds  
Wet Weight Rear Axle: \_\_\_\_\_ pounds

Seat Belt Manufacturer: \_\_\_\_\_

Type \_\_\_\_\_

Passenger Seats Manufacturer: \_\_\_\_\_

Type \_\_\_\_\_

Driver's Seat Manufacturer \_\_\_\_\_

Model \_\_\_\_\_

Wheelchair Lift Manufacturer: \_\_\_\_\_

Wheelchair Securement Manufacturer: \_\_\_\_\_

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

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

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



**PRICE AND OPTIONAL FEATURES PRICING WORKSHEETS**

**Vehicle Type A, B, C, & D**

*\*Attach list of pricing for all options*

Manufacturer \_\_\_\_\_

Model \_\_\_\_\_

	<b>Class A</b>	<b>Class B</b>	<b>Class C</b>	<b>Class D</b>
	8 min psgr, 138-139" wb	12 min psgr, 158-159" wb	16 psgr, 176-190" wb	Ford Transit "Type" Bus
Base Price per Vehicle	\$	\$	\$	\$
Delivery Cost to District	\$	\$	\$	\$
Total Price per Vehicle	\$	\$	\$	\$
Date of FTA Vehicle Test _____				
Gasoline	\$	\$	\$	\$
Liquefied Petroleum Gas LPG	\$	\$	\$	\$
Low Floor Vehicle	\$	\$	\$	\$

## SUMMARY OF STANDARD WARRANTIES

(Provide detailed warranty information with proposal)

*\*Attach one form for each type of vehicle offered.*

Vehicle Type \_\_\_\_\_

**4 year buses  
(Minimum Federal Life)**

<b>Warranty</b>	<b>Miles</b>	<b>Years</b>
Body Structure		
Chassis		
Engine		
Transmission		
Air conditioner		
Lift/Ramp		
Other Options		

**EXHIBIT H**  
**STATE OF CONNECTICUT CONTRACT REQUIREMENTS**

**REQUIREMENTS OF THE STATE OF CONNECTICUT**

The Agreement between the District and the Connecticut Department of Transportation has specific provisions that are passed on to all third party contractors including, but not limited to, Civil Rights, Nondiscrimination, Affirmative Action/Equal Employment Opportunities, Disadvantaged Business Enterprise, Governors' Executive Orders, Code of Ethics, and all applicable federal regulations. These provisions and all applicable appendices of the Agreement are herein incorporated by reference and made a part of this contract.

\_\_\_\_\_  
Signed:

\_\_\_\_\_  
Authorized Corporate Official

\_\_\_\_\_  
Date

## CONNECTICUT REQUIRED CERTIFICATIONS

All contract certifications required by the State of Connecticut must be included with the proposal. The instructions and affidavits forms are available at the State of Connecticut, Office of Policy and Management Internet site at:

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)

Gift Certification – Form 1

Certification of State Agency Official or Employee Authorized to Execute Contract – Form 3

Consulting Agreement Affidavit – Form 5

Check this site immediately before you submit your proposal in case of any recent changes to the State's contractual requirements for State contracts for goods and services with a value of \$50,000 or more. It is the responsibility of the proposer to ensure that any and all up-to-date contract certification forms are properly filled out and submitted with your proposal.

## SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

To be eligible for the State of Connecticut's SBE certification a company must meet the legal definition of a small business or that of a minority owned firm:

### **SMALL BUSINESS ENTERPRISE (SBE):**

Been doing business under the same ownership or management and has maintained its principal place of business in Connecticut for at least one year immediately prior to the date of application; Gross revenues not exceeding \$15,000,000 during its most recent fiscal year; and, 51% ownership held by a person(s) who exercises the operational authority over daily affairs of the business and has the power to direct policies and management and receives beneficial interests of the business.

### **MINORITY BUSINESS ENTERPRISE (MBE):**

A small business (must meet the above-stated SBE criteria) with at least 51% ownership by one or more minority person(s) who exercises operational authority over daily affairs of the business, has the power to direct management and policies, and receives the beneficial interests of the business. A minority is a person(s) who is American Indian, Asian, Black, Hispanic, has origins in the Iberian Peninsula, a woman, or an individual with a disability.

Yes\_\_\_\_; My Company is certified by the State of Connecticut as a SBE; attach a copy of the SBE Certification.

No\_\_\_\_; My Company is not certified by the State of Connecticut as a SBE.

### **SBE Certification**

The contractor hereby acknowledges that **District** has established a contract goal of **zero percent (0%)** for this project. No further action is required.

Firm Name: \_\_\_\_\_

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

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

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

**NOTE:** This form is to be submitted with the Proposal. Please attach the names and addresses of any and all SBE eligible subcontractors who will perform work on this project, and the approximate dollar amounts to be paid to them. If there is no participation then this must be indicated on the form; the form executed and returned with this Proposal.

## EXECUTIVE ORDERS

This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to:  
[http://www.das.state.ct.us/Purchase /Info/Executive\\_Orders.pdf](http://www.das.state.ct.us/Purchase /Info/Executive_Orders.pdf)

### **Environmental Law Compliance**

The Proposer shall be responsible to comply with all federal and state environmental laws and regulations pertaining to the operation of transit motor buses and/or facilities managed by the Second Party, including but not limited to, pollutants emissions control, storage and/or disposal of waste, fluids, fuels, oil, and chemicals in general. The Second Party shall be responsible to comply with OSHA regulations. The Second Party will hold the State and CTTRANSIT harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

### **Publication of Reports**

The ownership of all data and material collected under this Agreement shall be vested in the Proposer and the State. All reports shall be submitted to District for review prior to publication. The following statement should appear on the cover or title page of any published report prepared under the terms of this Agreement:

*“Prepared in cooperation with the U.S. Department of Transportation (including its participating agencies), Connecticut Department of Transportation and the Greater Hartford Transit District. The opinions, findings and conclusions expressed in this publication are those of the Second Party and do not necessarily reflect the official views or policies of the District, Connecticut Department of Transportation and/or the U.S. Department of Transportation.”*

### **Jurisdiction and Forum Language**

This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Hartford, Connecticut.

The Proposer irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or that Agreement), and, with respect to any claim between the Parties, to venue in Judicial District of Hartford-New Britain at Hartford or the United States Federal Court, District of Connecticut, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Nothing herein shall be construed to waive any of the States or the District's immunities.

### **Litigation**

The Proposer agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Proposer further agrees

not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

**FREEDOM OF INFORMATION ACT**

The State is entitled to receive a copy of records and files related to the performance of the Proposer under this Agreement, and such records and files may be subject to the Freedom of Information Act and may be disclosed by the State pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the State in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

**RIGHT TO INSPECT RECORDS**

By way of its agreement with the Connecticut Department of Transportation, the District agrees to include in all its subcontracts a provision to the effect the subcontractor agrees that the State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives, shall, until the expiration of three (3) years after the final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontractor. The term “subcontractor” as used in this clause excludes work not exceeding \$25,000.00.

The period of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of this contract to which exception has been taken by the State, the Comptroller General or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.



**PROVISIONS DATED MARCH 6, 1998**  
**“SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES”**

1. General

A. Equal employment Opportunity Requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375, the Railroad Revitalization and Regulatory Reform Act of 1976 and other U.S. Department of Transportation nondiscrimination legislation are set forth in this Required Contract/Agreement Provision. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract (or agreement) and supplement the equal employment opportunity requirements set forth in other related contract provisions.

B. “Company” refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors	Vendors (where applicable)
Subcontractors applicable)	Suppliers of Materials (where

Consultants	Municipalities (where applicable)
Subconsultants	Utilities (where applicable)

C. The Company will work with the Connecticut Department of Transportation and the federal government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract or agreement.

E. The Company and all their subcontractors or subconsultants holding subcontracts or subagreements of \$10,000 or more on federally assisted projects and \$5,000 or more on state funded projects, will comply with the following minimum specific requirement activities of equal employment opportunity. The Company will physically include these requirements in every subcontract or subagreement meeting the monetary criteria above with such modification or language as is necessary to make them binding on the subcontractor or subconsultant.

F. These Required Contract Provisions apply to all state funded and/or federally assisted projects, activities and programs in all facets of the Connecticut Department of Transportation operations resulting in contracts or agreements.

2. Equal Employment Opportunity Policy

The Company will develop, accept and adopt as its operating policy and Affirmative Action Plan utilizing as a guide the Connecticut Department of Transportation Affirmative Action Plan Guideline.

3. Equal Employment Opportunity Officer

The Company will designate and make known to the State Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively

administering and promoting an active program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

#### 4. Dissemination of Policy

A. All members of the Company's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six (6) months thereafter, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable Company Official.
- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable Company official covering all major aspects of the Company's equal employment opportunity obligations within thirty (30) days following their reporting for duty with the Company.
- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate Company official in the Company's procedures for locating and hiring protected class group employees.

B. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will take the following actions:

- (1) Notices and posters setting forth the Company's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- (2) The Company's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

#### 5. Recruitment

A. When advertising for employees, the Company will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

B. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment

agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through its EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Company for employment consideration.

In the event the Company has a valid bargaining agreement providing for exclusive hiring of all referrals, the Company is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

- C. The Company will encourage its present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in the areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The following procedures shall be followed:

- A. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- B. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practice.
- C. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective actions shall include all affected persons.
- D. The Company will promptly investigate all complaints of alleged discrimination made to the Company in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Company will inform every complainant of all of his avenues of appeal.
- E. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference. In conjunction with this contract provision, only the job categories will change in order to be comparable with the job categories utilized by the Company proposing to do business with the Connecticut Department of Transportation. The goals and timetables will remain the same throughout the contract provision.

7. Training and Promotion

- A. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- B. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contact performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.
- C. The Company will advise employees and applicants for employment of available training programs and entrance requirements for each.
- D. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Company relies in whole or in part upon unions as a source of employees, it will use its best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through an association acting as agent will include the procedures set forth below:

- A. The Company will use its best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- B. The Company will use its best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin, etc.
- C. The Company is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation and shall set forth what efforts have been made to obtain such information.
- D. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, etc. making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that there shall be no excuse that the union with which the Company has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Company from meeting the obligations pursuant to Executive Order 11246, as amended, and these provisions, such Company shall immediately notify the Connecticut Department of Transportation.

9. Subcontracting

- A. The Company will use its best efforts to solicit Bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain a list of applicable Disadvantaged Business Enterprise firms from the Division of Contract Compliance.
- B. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.
- C. The General Contract Provisions entitled “Minority Business Enterprises as Subcontractors” is made part of this document by reference and its requirements are applicable to all entities proposing to do business with the Connecticut Department of Transportation.

10. Records and Reports

For the duration of the project, the company will maintain records as are necessary to determine compliance with the Company’s equal employment opportunity obligations and Affirmative Action requirements. Additionally, the company will submit all requested reports in the manner required by the contracting agency.

- A. The number of minority and non-minority group members and women employed in each work classification on the project.
- B. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Companies which rely on whole or in part on unions as a source of their work force).
- C. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
- D. The progress and efforts being made in securing the services of minority and female owned businesses.
  - (1) All such records must be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the U.S. Department of Transportation including consultant firms.
  - (2) If on-the-job training is being required by the “Training Special Provision”, the Company will be required to furnish a Monthly Training Report and Supplement Report (1409) for each trainee.

11. Affirmative Action Plan

- A. Contractors, subcontractors, Vendors, suppliers, and all other Companies with contracts, agreements or purchase orders completely state funded will submit an Affirmative Action Plan if the contract value is \$5,000 or over.
- B. Contractors, subcontractors, Vendors, suppliers, and all other Companies with federally assisted contracts, agreements, or purchase orders valued at \$10,000 or more will submit an Affirmative Action Plan.

- C. Companies with contracts, agreements, or purchase orders with total dollar value under that which is stipulated in A and B above shall be exempt from the required submission of an Affirmative Action Plan unless otherwise directed by the Division of Contract Compliance.

## **EXHIBIT I – DRAFT AGREEMENT**

**JOINT PROCUREMENT  
PARATRANSIT VEHICLES  
AGREEMENT**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Greater Hartford Transit District ("District") the "District", a municipal corporation formed under Chapter 103a of the Connecticut General Statutes, Revision of 1958, as amended (the "Statutes"), having its principal place of business at One Union Place, Hartford, Connecticut 06103, acting herein by Vicki L. Shotland, its Executive Director, hereunto duly authorized, and \_\_\_\_\_, \_\_\_\_\_ corporation licensed to do business in the State of Connecticut, having its principal place of business at \_\_\_\_\_ hereinafter referred to in this Agreement as the "CONTRACTOR".

WHEREAS, the District desires to purchase standard cutaways chassis type paratransit vehicles and Ford Transit "Type" paratransit vehicles with an option to purchase additional vehicles (which optional vehicle quantities may be assigned to other consortium member agencies) to be delivered over the remaining term of the Contract and has issued a Request for Proposals dated \_\_\_\_\_ 2020, and any addenda issued by the District, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written proposal dated \_\_\_\_\_, 2020, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. RENDITION OF SERVICES**

The CONTRACTOR agrees to provide services to the District in accordance with the terms and conditions of this Agreement for the following vehicle types:

- Type A 8 minimum passengers 138"-139"WB
- Type B 12 minimum passengers 158"-159"WB
- Type C 16 minimum passengers 176"-190" WB
- Type D Ford Transit "Type" Bus

**2. SCOPE OF WORK**

The Contractor shall perform all work and furnish all the labor, materials, tools, equipment, services, and incidentals as set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

**3. TERM OF AGREEMENT**

This Agreement shall commence upon execution of the contract and shall have an initial term of two (2) years ("Initial Term"), unless extended by the DISTRICT by exercise of its options to extend, as provided in the RFP. The DISTRICT has the right, at its sole discretion, to extend this Agreement through no more than three (3) option years. The District will provide notice to the CONTRACTOR 60 days prior to the expiration date of the agreement of its desire to exercise such option for the first option year. The extension of the Agreement for the remaining two option years will follow the same process. The provisions of the Agreement will remain in force during any such option year(s) except for the amount of the unit prices and Total Prices, which will be as specified for the particular option year described on Exhibit B.

The CONTRACTOR shall furnish the DISTRICT with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications. It is further understood that the term of this Agreement is subject to the DISTRICT'S right to terminate the Contract in accordance with Section 22 of this Agreement.



#### **4. OWNERSHIP OF WORK**

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONTRACTOR are and shall be the property of the DISTRICT. The DISTRICT shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the DISTRICT. If any materials are lost, damaged, or destroyed before final delivery to the DISTRICT, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general vehicle activities.

#### **5. CONFIDENTIALITY**

Any DISTRICT materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The CONTRACTOR shall not release any reports, information, or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the DISTRICT'S Executive Director.

#### **6. USE OF SUBCONTRACTORS**

The CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the DISTRICT, except for service firms engaged in drawing, reprographics, typing, and printing. The CONTRACTOR shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

#### **7. CHANGES**

The DISTRICT may, make changes at any time, by written order, within the scope of services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 16 of this Agreement. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any DISTRICT conduct (including actions, inaction, and written or oral communications other than a formal modification) that the CONTRACTOR regards as a change to the terms and conditions, CONTRACTOR shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the DISTRICT prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive DISTRICT approval for extra work prior to performing extra work may, at the DISTRICT'S sole discretion, result in nonpayment of the invoices reflecting such work.

#### **8. CLAIMS OR DISPUTES**

The CONTRACTOR shall be solely responsible for providing timely written notice to DISTRICT of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the DISTRICT'S intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR'S failure to provide timely notice shall constitute a waiver of CONTRACTOR'S claims for additional compensation and/or time. The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the DISTRICT, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the DISTRICT due written notice of

potential claim. The potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim. If based on an act or failure to act by the DISTRICT, such notice shall be given to the DISTRICT prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the DISTRICT, and shall be governed by all applicable provisions of the Agreement. The CONTRACTOR shall maintain cost records of all work which is the basis of any dispute.

If an agreement can be reached which resolves the CONTRACTOR claim, the parties will execute a contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the agreement.

### **9. DISADVANTAGED BUSINESS ENTERPRISES**

The DISTRICT, as a recipient of Federal financial assistance from the Federal Transit Administration (FTA) and the Connecticut Department of Transportation (CTDOT), is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for Contracts in accordance with Federal regulations 49 CFR §26, issued by the U.S. Department of Transportation (DOT).

It is the policy of the DISTRICT to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) can compete fairly for contracts and subcontracts relating to the DISTRICT'S construction, procurement, and professional services activities. To this end, the DISTRICT has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. Concerning the performance of this Agreement, the CONTRACTOR will cooperate with the DISTRICT in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with the DISTRICT, the CONTRACTOR hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors in the performance of this Agreement:

“The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR §26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the DISTRICT deems appropriate.”

### **10. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in federal, State, and local laws. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

### **11. CONFLICT OF INTEREST**

Depending on the nature of the work performed, a CONTRACTOR of the DISTRICT is subject to the same conflict of interest prohibitions established by the Federal Transit Administration and Connecticut Statutes govern the DISTRICT employees and officials. During the proposal process or the term of the Agreement, CONTRACTOR and their employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under Connecticut Statutes during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under the DISTRICT's Conflict of Interest Code. Upon receipt, the CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by DISTRICT. No person previously in the position of Executive Director, Officer, employee or agent of the DISTRICT may act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the DISTRICT, or any Officer or employee of the DISTRICT, for a period of twelve months after leaving office or employment with the DISTRICT if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

## **12. PROHIBITED INTEREST**

No member, officer, or employee of the DISTRICT during his or her tenure or for one year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor shall any such person act as an agent or attorney for, or otherwise represent, a Bidder or Contractor/Consultant by making a formal or informal appearance, or any oral or written communication, before the DISTRICT, or any officer or employee of the DISTRICT, for a period of one year after leaving office or employment with the DISTRICT if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of an Agreement.

## **13. RESPONSIBILITY: INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its officers, directors, employees and agents (collectively "Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, penalties, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees) arising out of, related to, in connection with or resulting from, or alleged to arise out of or arise from the negligent acts or omissions, breach or failure to perform under the Contract or the violation of any applicable law or regulation, by Contractor, Contractor's subcontractors or anyone directly or indirectly employed by Contractor or by Contractor's subcontractors or anyone for whose acts any of them may be responsible or liable and whether such claim, damage, demand, loss, expense, fine, penalty, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom. This indemnity shall be effective regardless of whether or not such claim, damage, loss or expense is caused in part by any of the Indemnified Parties (but the indemnity shall not cover liability to the extent resulting from gross negligence or willful misconduct of the Indemnified Parties). Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the District contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract.

To the extent the foregoing Indemnity applies to any violation of federal, state or local laws, ordinances or regulations, Contractor shall do and perform all work necessary to correct such violation.

## **14. INSURANCE**

The insurance requirements specified in this section shall apply to CONTRACTOR and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. CONTRACTOR is also required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover risks; the limit for the commercial general liability insurance in each subcontract shall not be less than One Million Dollars (**\$1,000,000.00**). Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from the DISTRICT. Prior to beginning work under this Agreement, CONTRACTOR shall provide the DISTRICT with satisfactory evidence of compliance with the insurance requirements of this section.

#### **A. Types of Insurance**

##### **SECTION IV**

##### **SECTION V 1. Commercial General Liability, including Products Liability**

The Contractor shall carry Commercial General Liability Insurance, including premises/operations; contractual liability; personal injury; products liability and completed operations; property damage, providing for a per occurrence limit of Five Million Dollars (\$5,000,000) for all damages arising out of bodily injuries to or death of all persons in anyone accident or occurrence, and for all damages arising out of injury to or destruction of property in anyone accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Five Million Dollars (\$5,000,000) for all damages arising out of bodily injuries or death of all persons in all accidents or occurrences and out of injury to or destruction of property for a period of five (5) years after acceptance of the last bus delivered under this Agreement for a period of Product liability.

##### **SECTION VI 2. Workers' Compensation Insurance**

With respect to any services performed during the Term hereof at premises owned or controlled by the District, either by the Contractor or by its subcontractors, the Contractor and its subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively.

##### **SECTION VII 3. Business Automobile Insurance**

To the extent that the provision of services hereunder requires the use of Contractor's (or any Agent's) business automobiles, the Contractor shall carry Business Automobile Liability Insurance, to cover the use of all owned, hired, and non-owned vehicles, providing for the following minimum liability limits: Five Million Dollars (\$5,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

##### **SECTION VIII B. Certificate of Insurance**

All insurance provided for above shall be obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc. Prior to commencing any work under this Agreement and at least ten (10) days prior to the expiration dates of any insurance required hereunder, Contractor shall

deliver to the District certificates of insurance evidencing such coverage and any renewal or successor policies. If the Contractor engages any subcontractor to perform any of its obligations under this Agreement, the Contractor shall also deliver to the District certificates of insurance from such subcontractor evidencing such coverage and any renewal or successor policies. All policies of insurance required hereunder shall name the District (and such other persons or entities designated by the District) as an additional insured (except the workers' compensation). All insurance policies provided for above shall contain clauses or endorsements to the effect that: (i) no act or negligence of the Contractor, or anyone acting for the Contractor, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as the District is concerned; (ii) no such policies shall be canceled without at least thirty (30) days' notice to the District (10 days for non-payment of premium); (iii) shall contain a waiver of subrogation in favor of the District, and (iv) shall provide that such coverage is primary and non-contributory.

### **C. General Provisions**

#### **1. Notice of Cancellation**

The policies shall provide that the CONTRACTORS' policies will not be cancelled or have limits reduced or coverage altered without thirty (30) days prior written notice to the DISTRICT's Operations Administrator.

#### **2. Self-insurance**

Upon evidence of financial capacity satisfactory to the DISTRICT and CONTRACTOR's agreement to waive subrogation against the DISTRICT respecting any and all claims that may arise, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

#### **3. Failure to Maintain Insurance**

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from the DISTRICT property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

### **D. Claims Made Coverage**

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).
2. CONTRACTOR shall make every effort to maintain similar insurance for at least three years following project completion, including the requirement of adding all named insureds.
3. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three years to report claims arising from work performed in connection with this Agreement.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

### **15. COMPENSATION**

The CONTRACTOR agrees to perform all the services included in Section 2, in accordance with the cost information provided in its Cost Proposal included in Exhibit B, which shall include all labor, materials, taxes, profit, overhead, insurance, delivery costs, subcontractor costs, and other costs and expenses incurred by the CONTRACTOR.

The Contractor's Base Offer per Vehicle as submitted on Appendix B, Cost Proposal, shall remain firm during the first one hundred and eighty (180) days of the Agreement. After the initial one hundred and eighty (180) days of the Agreement, the Contractor will be allowed, upon written request, to adjust prospectively the Base Offer per Vehicle based on the chassis model price year. However, in no event will the price(s) for any order issued exceed, by more than five percent, the price(s) that would have been in effect twelve (12) months prior to the date of issuance of the order.

#### **16. MANNER OF PAYMENT**

DISTRICT shall pay the full price of each vehicle upon issuance of final acceptance of the vehicle and receipt of an approved invoice, as provided for in the RFP. Invoice entries shall conform to the rates specified in the Cost Proposal set forth in Exhibit B, as agreed upon. The DISTRICT will endeavor to pay approved invoices within thirty (30) days of vehicle acceptance. Invoices shall be mailed or delivered to the DISTRICT at One Union Place, Hartford, CT 06103. The District processes payment for the 80% federal share within thirty (30) days of vehicle acceptance. The 20% state matching funds are paid after the Connecticut Department of Transportation (CTDOT) has provided the funds to the District.

#### **17. CONTRACTOR'S STATUS**

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of the DISTRICT. The CONTRACTOR is and shall be an independent CONTRACTOR and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

#### **18. ASSIGNMENT**

The CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the DISTRICT.

#### **19. DISTRICT WARRANTIES**

The DISTRICT makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

#### **20. DISTRICT REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the DISTRICT'S Operations Administrator or such person or persons as they shall designate in writing from time to time, shall represent and act for the DISTRICT.

#### **21. TERMINATION**

The DISTRICT shall have the right to terminate this Agreement at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by CONTRACTOR, the DISTRICT shall pay to CONTRACTOR in accordance with the provisions of Sections 16 and 17 all sums actually due and owing from the DISTRICT for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such or termination. If the Agreement is terminated for default, the DISTRICT shall only pay CONTRACTOR the contract price for goods delivered and accepted in accordance with the requirements set forth in this Agreement.

#### **22. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

The CONTRACTOR shall permit the authorized representatives of the DISTRICT, to inspect, audit, make copies and transcriptions of books and all data and records of the CONTRACTOR relating to its performance under the Agreement. CONTRACTOR shall maintain all such records for a period of three years after the DISTRICT makes final payment under this Agreement.

**23. NOTICES**

All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT'S Operations Administrator, or designee, and the CONTRACTOR's.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:

Vicki Shotland  
Executive Director  
Greater Hartford Transit District  
One Union Place  
Hartford, CT 06103

If to the CONTRACTOR:

XXXXXX  
XXXXXX  
XXXXXX  
XXXXXX

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

**24. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

**25. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of Connecticut. The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the DISTRICT.

**26. RIGHTS AND REMEDIES OF THE DISTRICT**

The rights and remedies of the DISTRICT provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

**27. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

WITNESSES:

GREATER HARTFORD TRANSIT DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_  
Vicki L. Shotland  
Executive Director

\_\_\_\_\_

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

WITNESSES:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX.

\_\_\_\_\_

By: \_\_\_\_\_  
XXXXXXX  
XXXXXXX

\_\_\_\_\_

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



**JOINT PROCUREMENT  
PARATRANSIT VEHICLES  
AGREEMENT**

**EXHIBIT A**

**GHTD RFP #07-020 Joint Procurement Paratransit Vehicles**

**Addendum #1**

**Addendum #2**

**Addendum #3**

**Addendum #4**

**Addendum #5**

**Addendum #6**

**JOINT PROCUREMENT  
PARATRANSIT VEHICLES  
AGREEMENT**

**EXHIBIT B  
CONTRACTOR PROPOSAL**

**EXHIBIT J – VEHICLE SPECIFICATIONS**

## SPECIFICATIONS

### CUTAWAY MINIBUSES WITH LIFT

#### 1.0 SPECIFICATIONS:

- 1.1 These specifications outline the requirements for multiple-year purchase of new and ready for service cutaway minibuses built on Ford or Chevrolet chassis or approved equal and equipped with a side lift. *The District intends to use these buses to provide service under its "ADA" program. Actual service is rendered by the District's contractor referred as 'Service Providers' in these specifications.*

The basic vehicle, both chassis and body, must be a current year factory production cutaway model that is catalogued by the manufacturer and for which manufacturer's published literature and printed specifications are currently available.

This specification is intended for use in the purchase of a complete vehicle unit and all equipment and accessories necessary for its operation. All parts shall be new. All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as required. Each unit is to be equipped with a right side mobility aid lift and door.

The intent of these specifications is to meet or exceed current ADA rules and regulations. By submitting its proposal, the Proposer is herein certifying that its proposed vehicle meets all ADA rules and regulations at the time of manufacture. All ADA regulations must be followed even though they may not be specifically mentioned in these specifications.

#### 1.2 Definitions:

Following are the definitions of special terms used in these specifications.

- a. DBA: Decibels with reference to 0.0002 microbar as measured on the "A" scale.
- b. Curb Weight: Weight of vehicle including maximum fuel, oil, and coolant; all equipment required for operation and required by these specifications, but without passengers and the operator.
- c. Seated Load: One hundred fifty pounds for every designed passenger seating position and the operator, and three hundred fifty pounds for every wheel chair position.
- d. SLW (Seated Load Weight): Curb weight plus seated load.
- e. GVWR (Gross Vehicle Weight Rating): Curb weight plus gross load.
- f. Fireproof: Materials those will not burn or melt at temperatures less than 2,000°F.
- g. Fire-Resistant: Materials that have a flame spread index less than 150 as measured in a radiant panel flame test per ASTM-E 162-75.

#### 1.3 Abbreviations

The following is a list of abbreviations used in these specifications.

- a. ADA: Americans with Disabilities Act
- b. ANSI: American National Standards Institute
- c. ASHRAE: American Society of Heating, Refrigerating, and Air Conditioning Engineers
- d. ASTM: American Society of Testing and Materials
- e. CFR: Code of Federal Regulations
- f. EPA: Environmental Protection Agency
- g. FMCSR: Federal Motor Carrier Safety Regulation
- h. FMVSS: Federal Motor Vehicle Safety Standards
- i. FTA: Federal Transit Administration
- j. GHTD: Greater Hartford Transit District
- k. MVC: Motor Vehicles Commission
- l. NHTSA: National Highway Traffic Safety Administration
- m. CTDOT: Connecticut Department Of Transportation
- n. CTDMV: Connecticut Department of Motor Vehicles
- o. NTP: Notice To Proceed
- p. OEM: Original equipment (Vehicle body or chassis) Manufacturer
- q. SAE: Society of Automotive Engineers

r. VOC: Volatile Organic Compound

#### 1.4 Requirements

Vehicles shall meet all applicable FMCSR, FMVSS, State of Connecticut, EPA, and CTDMV requirements, ADA Accessibility Guidelines for Transportation Vehicles, and SAE recommended practices. The proposers shall note that the vehicles shall comply with MVC requirement, regardless of the type of inspection necessitated by the duty application. In case of a discrepancy between any of the regulations and these specifications, the regulations shall prevail. No advantage shall be taken by the proposer or manufacturer in the omission of any part or detail necessary to make the vehicles compliant with all regulations, even though such part or detail may not be clearly stated in these specifications.

#### 1.5 Altoona Bus Testing

Proposers shall obtain a certificate from the vehicle manufacturer that the product offered for this RFP fully meets with all the requirements listed here above, and provide the certificate with pre-qualification documents. The proposer/ contractor shall provide a similar certificate to the District stating that the product offered meets all state and local requirements and regulations. The manufacturers shall certify that vehicles have been tested for 5 year-150,000 miles "Altoona Test" as required by FTA, and provide a copy of the test report with the pre-qualifications documents. The District shall review the test report and may disqualify a product if the report raises concerns regarding safe operation and/or the maintenance of the vehicle. Vehicles offered shall meet all the required tests and standards prior to date of proposal submission, and shall fully comply with these specifications.

A body manufacturer contending that his product fully complies with Altoona test requirement specified above by virtue of the product being 'grand-fathered' shall submit a letter to GHTD from the FTA stating that such product completed the required test. GHTD shall not release any payment to the Contractor until it receives such letter. Additionally, GHTD shall accept proposal(s) based on a product that is not Altoona tested.

#### 1.6 Body Certification:

All vehicles being procured through this proposal shall be of one body manufacturer and the proposer shall identify the manufacturer whose product he proposes to offer for this proposal. Typical fleet discounts and any rebates should not be listed separately since the prices should already reflect these discounts.

All vehicles shall be completely manufactured at the body manufacturer's facility. This shall include body with the paint job, decals, installation of seats, chassis prep., air conditioning system, lift and all aftermarket items.

The body shall be built on a Ford or Chevrolet approved equal chassis. The proposer shall submit price for buses built on a Ford E-350 and E-450 or a Chevrolet Express 3500 and 4500 or approved equal chassis. The body manufacturer shall fully comply with the Ford and or General Motors QVM program that is in force at the time the vehicles are manufactured, and shall provide to GHTD a certificate from chassis manufacturer that the body manufacturer fully complies with the practices and procedures sought under the program. Such certificate shall be provided to GHTD prior to delivery of the first vehicle of the Contract.

The Contractor shall be manufacturer's authorized service and parts stocking dealer, or a manufacturer with a service and parts stocking dealer in the state of Connecticut. At a minimum, the Contractor shall maintain one contractual relationship with a Connecticut dealership, or be a parts stocking dealer for providing authorized service for training, delivery, warranty and parts, throughout the 'life' of these vehicles. The Contractor shall maintain a sufficient stock of all OEM parts such that no part delivery shall require more than ten business days lead time.

The proposer shall provide with the proposal, the name, address, and phone number of the Connecticut contact person responsible for providing such service.

**2.0 EQUIPMENT:**

Vehicles shall conform to the requirements of the following table:

VEHICLE CLASS	A Ford E350	A GM 3500	B Ford E450	B GM 4500	C Ford E450	C GM 4500
<b>SPECIFICATIONS</b>						
Number of Minimum Wheelchair Positions	2	2	2	2	2	2
Minimum Seat Positions-Rear Lift	8	8	12	12	16	16
Minimum Seat Positions-Front Lift	7	7	11	11	14	14
Minimum OEM Gross Vehicle Weight rating in lbs	11,500	12300	14500	14200	14,500	14,500
Wheel Base (Inches)	138	139	158	159	176-190	176-190
Minimum Entrance Door Height (in)	72	75	75	75	75	75
Minimum Clear Door Width (in)						
Front Lift	27	27	30	30	30	30
Rear Lift	30	30	30	30	30	30
Minimum Engine Size (Liters)	5.4	6.0	7.3	6.0	7.3	6.0

**2.1 Engine:** Engine shall be certified and compliant with the latest applicable EPA-emission regulations and the body manufacturer shall obtain and provide a certificate of such compliance.

Engine Type: OEM Manufactured Engine, Sentence should read; Ford E350/E450 7.3L V-8 or 6.8L V-10 Gasoline or Chevy 3500/4500 6.0L V-8 Gasoline, or approved equal. (Note: Alternative engines must be approved in writing).

- a. Fuel system shall include an in-line filter.
- b. Engine shall be equipped with the heaviest duty trans cooler and largest available radiator from OEM.
- c. Engine cooling system shall be of the maximum size available from chassis manufacturer for the specific chassis and this application. The system shall be equipped with increased capacity tubular radiator, and shall have a coolant recovery element within its design.
- d. Engine cooling system shall be protected with permanent type antifreeze to -34F. The coolant used shall meet or exceed the engine manufacturer’s specification. A permanent label stating “Add coolant that provides protection to minimum -34F.” shall be riveted or screwed in place and mounted in close proximity to the radiator.
- e. Sound Reduction Package from OEM shall be included with the engine.
- f. Speed limited to 68 mph

**2.2 Transmission:**

- a. Transmission shall be the heaviest available for the chassis model; Ford or General Motors Electronic, Automatic Overdrive type with OEM installed maximum capacity transmission oil cooler.
- b. Transmission shall have OEM installed maximum capacity oil cooler.
- c. Transmission shall have an OEM transmission filter, maximum capacity oil filter, and an oil pan.

- d. Drive train selection shall ensure that the vehicles are capable to perform to a minimum 65 mph top speed on a level road at SLW. During the road test GHTD shall test a loaded pilot vehicle for compliance. The contractor or the body manufacturer shall make provision to load the pilot vehicle equivalent to SLW during the buy-off inspection. All other vehicles of the contract shall be tested without load to perform to a minimum 65 mph speed during the buy-off inspections.

### 2.3 Chassis:

- a. Minibuses shall be built on current Year or later model year Ford E - 3 5 0 , E-450, GM 3500, Chevrolet Express 4500 chassis, or approved equal chassis. The Gross Vehicle Weight Rating (GVWR) shall be the heaviest available for the chassis model.
  - 1) Gross Axle Weight Rating (GAWR) of the front axle shall be the heaviest available for the chassis model.
  - 2) Gross Axle Weight Rating (GAWR) of the rear axle shall be the heaviest available for the chassis model.—Rear axle shall be full floating, one piece forged steel housing and single gear reduction.
  - 3) Rear axle ratio shall allow the vehicle to operate at a cruising speed of 65 mph with no more engine load than 70% while minimizing engine rpm to achieve greatest fuel economy at full passenger load.
  - 4) Drive shaft protector(s) shall be provided to prevent contact with the roadway or with parts of vehicle in the event the drive shaft becomes disconnected.
  - 5) The tail pipe shall be supported by chassis OEM exhaust support system. The exhaust shall exit on street side of the vehicle, behind the last window. The exhaust system shall comply with CTDMV regulations.
- b. Power steering shall be as supplied by the chassis manufacturer. Power steering shall be able to accommodate turning bump stop to bump stop, dry steer, parked while at max GVWR and max GAWR per the steer axle. (dry steer park test)  
Service brakes shall be chassis OEM supplied. The brake system shall be equipped with heavy duty split power hydraulic system with power booster or vacuum hydraulic system. The system shall fully comply with Chapter 246 Section Sec. 14-80h Brake equipment of motor vehicles.
  - 2.3.a.1 Front and rear axles shall have disc brakes.
  - 2.3.a.2 Chassis OEM Four-wheel anti-lock brakes shall be provided.
- b. Tires shall be LT225/75Rx16E BSW (or required equivalent to meet TRA axle load rating), steel belted radial highway tires on front and rear axle. A total of ( 7 ) seven tires, including one wheel mounted spare, shall be provided.
  - 2.3.b.1 All wheels, including the spare, shall be 16" steel, supplied chassis OEM powder coated white.
  - 2.3.b.2 All rear wheel assemblies must be equipped with accuride wheel savers between mating flanges.
  - 2.3.b.3 Recommended tire pressure shall be stenciled or decal-applied in black or contrasting color over the fender or body near each tire, in one-half inch high letters, and must match placard VIN tag affixed to interior of vehicle.
  - 2.3.b.4 Front and rear rubber mud flaps shall be provided. Mud flaps shall be secured in a manner to prevent contact with the exhaust components and wheels.
  - 2.3.b.5 Spare tire and wheel assembly shall be supplied loose, but shall be properly secured for shipping.
- c. Fuel tank shall be USDOT approved with if ferrous tank is quoted than tank should have corrosion inhibition to last the life of the vehicle, a protective shield, and shall meet FMVSS 301 and FMCSR 393.67. A single fuel tank shall be the largest available for the chassis model shall be provided.
  - 2.3.c.1 Fuel fill cap shall be tethered to the vehicle body.
  - 2.3.c.2 Fuel tank filler neck shall not be located below the lift door and shall be located to the rear street side of the vehicle
  - 2.3.c.3 Fuel tank filler neck shall have a provision for anti-siphon.
- d. A-Type vehicles wheelbase 138 inches minimum, B-Type vehicles wheelbase 158 inches minimum, and 177 inches maximum for C-Type vehicles.
  - 2.3.d.1 Any frame or chassis modification and/or extension work shall comply with the chassis manufacturer recommended practices as outlined in chassis OEM manual for body builders and vehicle modifiers; and with the Connecticut State and Federal DOT/MVC regulations. The details of such work shall be submitted with the proposal documents. GHTD shall not allow any chassis modification unless the details of such modifications are submitted to and approved by GHTD. Further, GHTD shall not allow

cutting the chassis frame between the two axles and altering the wheelbase. Further, any chassis frame modifications shall be done by certified welder, and re-corrosion inhibited to match OEM quality.

- e. Suspension shall be supplied by the chassis OEM and shall conform to the following:
  - 2.3.e.1 Front - independent coil Super Springs will be installed on both sides to match required GAWR at ground capacity.
  - 2.3.e.2 Rear - multi-leaf springs to match required GAWR at ground
  - 2.3.e.3 Front and rear shock absorbers and front stabilizer bar shall be supplied.
  - 2.3.e.4 Vehicle shall stand level when parked on level ground, with and without load. The difference in levels measured at the street side and curbside rear ends shall be no more than 1/4". If the vehicle requires helper spring, the body builder shall provide it. Auxiliary Super Spring Rear Helper Suspension shall be provided on both sides of the rear axle or manufacturer equivalent.
- f. Cab shall include following items:
  - 2.3.f.1 Dashboard gauges shall include: voltmeter, fuel, water-temperature, oil-pressure, speedometer, odometer, and an hour meter wired to the engine.
  - 2.3.f.2 Variable speed windshield wipers and washer on both sides. Wipers shall have an adjustable intermittent speed feature.
  - 2.3.f.3 Electric horn(s) as available from chassis OEM shall be provided.
  - 2.3.f.4 Driver side sun visor shall be provided.
  - 2.3.f.5 Brake warning light and ABS malfunction warning light shall be provided.
  - 2.3.f.6 Separate light switches shall be provided for cab area, coach interior lighting, and exterior lighting (Switches shall be backlit with LED lights only and have a warranty period of a minimum of one year). Step well and lift door lights shall be automatically actuated when the passenger door and lift door is opened. All switches shall meet or exceed load ratings of the circuit they control.
  - 2.3.8.7 A 6" X 16" size interior mirror shall be installed above the driver to provide the operator full view of the passenger compartment. The mirror shall not interfere with the driver's headroom when entering and exiting the driver's seat.
  - 2.3.8.8 Hood locking device shall have a release inside the cab.
  - 2.3.8.9 Tilt steering wheel shall be supplied.
  - 2.3.8.10 All cab-interior secured compartments shall use a non-key latch and be labeled "Electrical Panel".
  - 2.3.8.11 Vehicles shall have a compartment adjacent to the operator's position for storing maps and other supplies. The compartment shall be trimmed smooth all around, and shall not have any sharp corners and edges (both visible and non-visible).
  - 2.3.8.12 Vehicles shall be equipped with Daytime Running Lights (DRL). DRL shall be from chassis OEM. Headlights shall be halogen, aerodynamic style.
- 2.3.9 One Rosco or approved equal, exterior heated, electrically remote controlled; flat and convex, mirrors shall be provided on both the right and the left side. The mirror heads on both sides shall contain directional signals and shall be minimum 7" X 14", dual lens type with four way adjustability on both lenses. The mirror on operator side shall utilize a patch mount base. The patch mount base should be mounted with a gasket to prevent galvanic corrosion. The passenger side mirror shall utilize a fender mount single bracket that shall extend underneath the hood and connect with fender bolts. Both bases shall be supported by stainless steel, minimum 3/4" outside diameter dual tubular arms. Mirrors shall be installed using OEM supplied parts. The installation shall insure that the mirrors do not vibrate under any operating condition. Mirror and brackets must extend no less than 19" from the fender of each side of the vehicle.
- 2.3.10 Front bumper on all minibuses shall be the OEM chrome plated bumper. The rear bumper shall be black rubber Romeo Rim 'Help', Transpec 96" long MD part no. 4960-000-000, or approved equal. The rear bumper design shall comply with anti-ride device to include Hawkeye Help Sensor System or and approved equal.

## 2.4 Heater/Defroster

The heater/defroster shall be a combination of chassis OEM dash heater and an auxiliary heater provided by body manufacturer. The BTU rating selected shall be sufficient to heat interior of minibus up to 60F, when the outside temperature is 10F within 30 minutes once engine reaches operating cost. The proposer shall provide details of complete heater/defroster system, and the proposed location of the auxiliary heater, with pre-qualification documentation. The rear auxiliary heater shall be a PRO AIR or equivalent approved equal Low Profile Heater with a 45,000 BTU rating and a 640 CFM capacity. Heater housing shall be black powder coated steel.

- a. Parker VP500P, Watts #5175, Red & White model 5060 or approved equal. Approved stainless steel or



brass valves and connectors, no substitutes will be authorized and shall be corrosion and rust free for a period of 5 years. In-line quarter- turn shut off valves shall be installed in both the supply and return lines of the auxiliary heater. The valves shall be located under the vehicle body below the operator's area and painted red handles. The shut off valves and heater hoses shall be securely clamped to the chassis with rubber insulated clamps. The hoses shall be routed in a manner that they do not rub against any parts of the chassis frame at any time.

- b. Light House, Ultraheat # SH627, or approved equal make electric "Welcome Mat" type step heater shall be provided under the first step for melting snow and ice. The heater shall be installed between the steel tread and step tread rubber. The step shall be shimmed to eliminate the appearance of a ridge under the rubber. The mat must be properly fused to match capacity, GHTD shall review the step heater at the pre-production meeting.
- c. OEM and the aftermarket, both the heaters shall have independent controls located within easy reach and view of the seated operator and shall be clearly labeled to indicate heater front and rear.
- d. Heating system vents shall be directed so as not allow hot air to blow on the feet or legs of a passenger or the operator.

## **2.5 Air Conditioning:**

- a. Front and rear air-conditioning shall be provided with dual compressor, three (3) fan condenser, 70,000 BTU rated A/C systems for Type A & B. At ambient conditions of 95F and 50% humidity, Air-conditioning units shall be capable of dropping the vehicle inside temperature 25F within 30 minutes of listed situation at standard park high idle. Compressor, condenser, evaporator and other components of the A/C system shall be sufficiently rated to meet these specifications. A/C units shall be manufactured by Carrier A/C Industries, American Cooling Technologies, Inc. (ACT) or prior approved equal.
- b. A skirt-mounted condenser shall be provided with an expanded aluminum protective guard for the tube/fin bundle. The condenser assembly shall be secured to the vehicle chassis or floor steel structure via steel bracket, and shall stay firm during all phases of vehicle operation. Self-tapping fasteners shall not be utilized. Proposers shall submit A/C system specifications and condenser installation details, with proposal documentation. The condenser shall be corrosion inhibited to resist salt spray and calcium chloride.
- c. All air-conditioning lines shall be attached to the body with rubber insulated steel clamps.
- d. Air-conditioning HVAC system shall successfully meet with the following 'pull-down' test: The vehicle shall be heat soaked to at least 95F for 6 hours in a controlled atmosphere, while maintaining inside and ambient humidity at 50%. The temperatures during the soaking cycle and during the pull-down test shall be recorded at a total eleven (11) locations; front, midship, and rear of the passenger compartment, at three different levels, 12 inches from ceiling, 12 inches from floor, and 12 inches above hip line; one probe buried under the seat cushion of a seat near the center of the coach, and one in the ambient. During the soaking cycle the humidity inside the vehicle and in the ambient shall be maintained (or, if required, raised by using a humidifier or a steam jenny) at 50% and the temperature at 95F. The vehicle shall be started and run at high idle, and the air conditioning system shall be started. The temperatures shall be continuously observed and recorded once every ten minute during the soaking cycle, and once every minute during the 30 minute pull-down test, using a computer data monitor located outside the test booth. The total system electrical draw shall be noted every ten minute during the pull-down test. During the test the inside temperature of the vehicle shall lower gradually and uniformly throughout inside the coach. The temperature measured at any two locations shall not differ more than 2F. The system shall not create any hot or cold spots inside the vehicle. System electrical draw shall not exceed 60 amps at high idle speed, with all accessories operating during the test. The A/C system shall be deemed to have passed the test when average inside temperature is 70F or lower at the end of 30 minutes, while maintaining outside temperature at 95F. Test results shall include the vehicle soak time and temperature, relative humidity of the ambient air, a chart showing temperature drop inside the vehicle during the test, final steady state temperature after 30 minutes of test, and the total ampere draw of the electrical system during the test period. These test results shall be supplied to GHTD at the time of inspection.
- e. The test shall be conducted in a booth designed and built for such test, and approved by GHTD.
- f. Front dash HVAC equipment and ductwork shall be chassis OEM factory installed.
- g. Rear A/C evaporator shall be fastened to the roof bows. The color of the covers for the evaporator and the covers for the drain hoses shall be coordinated with the coach interior. Areas around and behind the ceiling mounted evaporator shall be properly covered with smooth trimmed close out panels.
- h. Only R134a refrigerant shall be used in the A/C system and the Contractor shall label the system accordingly. High pressure and low pressure ports for serviceability shall be installed in a convenient location with enough room to connect high/low pressure gauges and equipped with appropriate caps.

- i. Evaporator drains shall drain below the floor line. Drain lines shall be concealed from the interior. The drain line and rear A/C evaporator covers shall have no sharp corners or edges. Plastic drain lines are unacceptable. All drains will be designed with a duck bill type purge valve located below the floor
- j. The Contractor must arrange for a representative of the A/C system manufacturer to visit the body manufacturer during the installation of the A/C system in the pilot vehicle, and inspect, sign and certify that the installation of all the equipment complies with the specified procedure. The certificate shall be provided to GHTD at the time of pilot vehicle buy-off. The installation on all production vehicles shall strictly adhere to such certified installation procedure.

## 2.6 Electrical System:

- a. Vehicles shall have OEM, maintenance free, 12 volt, dual battery system of a minimum of 1300 CCA and 1700 maximum CCA.
  - 1. The location and installation of the batteries shall ensure easy access for replacement and maintenance. Both the batteries shall be installed on a roll out tray inside a compartment. The battery compartment shall be secured under the chassis allowing the batteries to be rolled out beyond the chassis and the body for an easy access for maintenance.
  - 2. Battery roll out tray, rollers, tracks, fasteners, and other components in close contact with batteries, shall be made of (Stainless steel) so that it shall not corrode and or rust in the battery-acid environment during the entire designed life of the vehicles.
  - 3. Battery compartment shall be of closed box type construction to keep the road dust and debris out and shall be large enough to hold two batteries for types A & B. Tray shall allow for sufficient room for battery cable routing and service. Box shall be suitably ventilated to dissipate heat and acid fumes to escape, and shall have provision to drain electrolyte spill. Compartment door shall have automotive hood cover type (Austin Hardware item no. 13049, thumb latches (2 per door) or approved equal) latches, with a door retainer to hold the door in open position for service. Latches must be approved by GHTD. An ABS door with thumb release slam latches and friction hinges for hold open is also acceptable. A single battery tray as specified is acceptable for all vehicles that retain one (1) of two (2) batteries in the chassis engine compartment.
  - 4. An easily accessible body wiring disconnect switch shall be provided inside the battery compartment. Disconnect switch shall be properly labeled. Additionally, a main battery disconnect switch will be installed and labeled. Each positive post of a battery shall be equipped with an appropriately sized mega fuses.
  - 5. Battery cables shall be sufficiently long to allow for smooth movement of the roll out compartment, without hitting the sides or top of the battery box
- b. Vehicles shall have Intermotive Products make Advanced Fast Idle System (AFIS), InPower model ITM116 or approved equal idle control system that shall automatically increase engine speed if the voltage drops below 11.5 volts, and the vehicle is in Park and the park brake is applied. Fast idle rpm shall not exceed 1,200 rpm and shall have control methodology to revert back to idle in the event the break or throttle pedal, and/or gear shift lever is actuated
- c. Alternator - Minibuses shall have Ford and or General Motors dual 140/120 amp or approved equal 12- volt alternator system. Minibuses equipped with a gas engine shall have a Ford single 225 amp, 12 volt alternator or an equivalent aftermarket alternator (Aftermarket alternator acceptable on General Motors Chassis only). The Contractor shall provide with proposal documents, calculations to show that these alternators adequately satisfy the total electrical current draw (load rating) plus 15% reserve. The total load rating shall be verified on the prototype vehicle, and the alternator rating may be revised, if so dictated by test results. Alternator outputs shall be equipped with appropriately sized mega fuses.
- d. A model 326 Signalstat, Ecco "Smart Alarm" model SA-917, PRECO-MATIC model 1040, or approved equal type back-up alarm, shall be provided which adjusts the volume of the alarm signal to a level of at least 5 dB above the background noise level to alert people in the vicinity when the transmission is placed in reverse gear. The back up alarm shall be easily accessed for serviceability
- e. Adequately rated fuses are required, unless breakers are the only option to be used to protect all electrical circuits, and the breaker panel shall be conveniently accessible for service. An 'as built' wiring legend shall be laminated and posted inside the panel which shall correspond with the components. A complete u p d a t e d separate wiring diagram shall be provided in the owner's manual as well as a CD.
  - 1. Box or panel shall be moisture proof and sealed to prevent any possible outside water intrusion.
  - 2. Access door to panel box shall be large enough to allow replacement of the components, and shall be completely removable or equipped with a door retainer to hold the door in open position for service,

- without any chance of striking the driver and or passengers.
- f. All electrical wires shall be heavy duty plastic or Teflon covered enclosed in loom(s). All exposed electrical junction boxes shall be constructed of plastic and enclosed with boots for protection against salt, chemicals, and road debris. All exterior exposed connections shall be insulated weather pack plug & play connectors. All interior connections shall have machine crimped nylon plugs. All other connectors shall be Signal-Stat, ETC Molex, AMP, Packard WeatherBar, or approved equal. Inside and underbody terminals shall be sprayed with suitable anti-corrosive spray.
1. Wires penetrating through metal or other body or chassis material with acute edges, shall have commercial grommets of elastomeric material to prevent chafing, rubbing or cutting of electrical wires or insulation.
  2. Electrical wires and looms under the vehicle shall be fastened with vinyl/rubber insulated steel clamps at every 12 inches to prevent flexing. Where feasible, vinyl/polymer saddle clamps are preferred, with additional zip ties to secure wiring to eliminate a path to ground
  3. Wiring inside the fuse panel shall not pass over the face of fuses.
  4. Excess wiring shall be coiled in a circular pattern, and not configured in a "figure 8" pattern. Excess wiring shall be adequately held in place with the use of properly spaced clamps and grommets.
  5. All vehicle lighting, interior as well as exterior, shall fully comply with all applicable sections of Handbook for Connecticut Autobus Inspections.
  6. Brake lights, taillights, turning signal indicator lights, and backup lights shall all be separately wired. Brake and taillights shall be red, indicator lights shall be amber, and backup lights shall be white in color. Four-way flashers for hazard indication shall be wired together with the turn signal indicator lights. Brake, tail, and indicator lights shall be LED type; and back-up lights shall be Light Emitting diode (LED) type with a lifetime warranty and shall be 4" round and provide 13 foot candles of light at 50" distance. Dialight super bright series 47 or Trucklite Super 44 series LED. The light fixtures shall be of 4" diameter polycarbonate lens sealed housing type. The buses shall have a rear license plate holder with an LED type light.
  7. Five amber LED marker lights shall be provided in front of the vehicle and five red clearance lights shall be provided on the rear of the vehicle. The arrangement shall be three lights in center and one at each end. The marker lights and clearance lights shall be LED type in a rust free armored housing. These lights shall be wired to turn on and off with the headlights. These lights should be removable from the exterior.
  8. LED type flashing, armored amber directional turn signal lights shall be provided behind the passenger door on the curbside, and behind the operator's door on the streetside of the vehicles.
  9. All lights and the wiring shall be in complete compliance with NJAC 16:53-6 DOT 10. All non-chassis OEM interior and exterior lights shall be LED. All external lighting shall be sealed to the body as to prevent water and environmental intrusion past the lighting fixture
- g. General Requirements of Electrical System
1. Insulated wiring shall conform to the current and latest revised versions of SAE standards J1127 and J1128. Insulation material shall be selected for the maximum ambient temperature of its on- vehicle environment per table 1 of SAE standard J1292 latest edition.
  2. Insulated wiring shall be color-coded and permanently heat or ink stamped at minimum six inch interval with number or function codes. There shall be no duplication of the identification codes. Each wire's gauge, code identification, and SAE type (GPT, HDB, SXL, etc.) shall be referenced on electrical diagrams covering all contractor installed electrical systems and their connections to OEM electrical systems Spare wires shall be labeled sp (1-4)  
Wiring shall be continuously enclosed in non-metallic loom meeting current SAE standard J562, and be adequately supported and routed for protection from heat, moisture, solvents, corrosion, road debris, abrasion and tension. Wiring shall be of sufficient length to permit proper positioning as well as replacement of terminals at least twice without excessive tension. Minimum four (4) spare wires shall be provided within major wiring harnesses. Battery cables shall be minimum No. 4 AWG type SGX meeting current SAE standard J1127.
  3. The quality and workmanship of the body wiring shall match or exceed that of the chassis wiring. The connections between the two wirings shall be made using Signal-Stat, ETC Molex, AMP, Packard WeatherBar, or approved equal receptacles, sockets, connectors, etc. Adequate extra wire length shall be provided for two re-terminations.
  4. As built wiring diagrams to be provided
  5. This specification shall apply to alternator, battery, air conditioning system, lift, fuses, circuit breakers, auxiliary lighting, and all other electrical components.

## 2.7 Body Construction:

Vehicle construction shall meet applicable FMCSR and FMVSS. A copy of the manufacturer's self- certification regarding compliance with all applicable standards shall be provided, during the Pre-award and Post-delivery Buy-America-Audits. All steel used for the minibus body cross members shall be of minimum 50,000-psi yield strength. Base body structure shall consist of an all galvanized steel tubular construction for the body skeleton, fully encased and sealed. Body manufacturer shall provide a certificate to validate the quality of steel used, at the time of pilot buy-off process.

Note: where dissimilar metals are in contact or affixed to each other, there must be an isolating material to prevent galvanic corrosion

### a. The Roof:

1. Roof shall meet FMVSS 220 with respect to static rollover protection. A steel cage structure shall be supplied. The steel roof bows for the roll cage structure shall cover the driver and passenger compartments equally. The steel bows shall extend below and be directly and continuously attached to the floor steel structure.
2. The roll cage drawing, roll over test report, and the FMVSS 220 certification shall be provided with proposal documents showing that the steel roll cage meets the strength required for a successful compliance with the roll over test. The FMVSS 220 performance test shall be conducted on a bus similar in size to the vehicles in this specification. The bus shall pass the FMVSS 220 performance test without the exterior skins.
3. Roof construction shall allow minimum clear floor to ceiling height of 74 inches. Insulation with a rating of R6 shall be provided in the ceiling. In case of a steel headliner, it shall be covered with foam and white or light gray colored automotive grade cloth to match with the vehicle interior. Ribs or bows for roll cage shall extend below floor line as one piece.
4. Roof shall be steel and is to be of a maximum of two (2) continuous panels with seams at the center, front, and rear. The roof seams shall be absolutely maintenance free and shall require no maintenance at all throughout the designed life of the vehicle.

### b. Wall Construction:

1. Exterior sidewalls shall be made of galvanized steel.
2. Steel sections used in the sidewalls and in the roof shall be adequately sized structural tubes.
3. Edges of the window cutouts made in the wall shall be properly and thoroughly sealed using a suitable sealer to preclude any water or moisture infiltration inside the wall through leaking or weeping, inside the wall. Vertical steel sidewall structural members equal to a minimum of 1 ½" X 1 ½" 18 gauge steel tubes shall be provided on a minimum of 27" centers. It is the intent of this specification to procure a vehicle that provides maximum structure to support the roof in the case of a roll-over as well as protect against passenger ejection due to oversized panoramic windows. To assist in achieving these objectives windows shall be a maximum of 24"W X 30"H. Vertical and horizontal structural members shall be welded throughout the entire perimeter of each window.
4. Use of two-sided tape is not acceptable as a method of attaching sidewalls.
5. One, interior integral sidewall impact rail shall be located at the passenger floor line.
6. An 11 gauge seat rail shall act as an interior integral sidewall impact rail. A second integral side impact rail shall also be provided at the seat rail height.
7. All body panel joints shall be moisture sealed.
8. A one piece aluminum diamond plate guard panel shall be provided to protect the body panels at skirt level in the areas in front of passenger door and behind the driver's door. A diagram must be provided to show locations.

### c. The Floor:

1. Minibuses shall have raised (flat) floor for types A & B but shall have wheel wells for type C. Floor structure and the base frame shall be constructed of High-Strength Low-Alloy steel with a minimum "Yield" strength of 50,000 psi and Tensile strength of 60,000 psi. Floor structure shall be painted and undercoated to protect against corrosion. The wheel housings shall be of rust prohibitive stainless steel only. When floor structural steel is primed and not painted the floor structural steel must adhere to the requirements in section
2. Floor shall have steel side rails which shall tie the cross members together. All cross members shall be approximately on 24" inches on center. All steel members shall be primed with Zero-Rust or product with ASTM-B117, salt spray exceeding 2000 hours at 3.5 mils DFT, in a manner that no part of steel is left bare (unless chassis modifier guidelines prohibit undercoating) and exposed to the weather elements.

3. Floor shall have a galvanized steel belly pan.
  4. Floor shall have a sub-floor covering of a minimum 3/4" thick, Marine grade plywood conforming to 2002 APA Standard 5.6.1, and stamped with appropriate APA stamp on backside of panel and edge marked over the steel cross members. A galvanized steel belly pan shall be provided. All edges and joints of the plywood, including those around the wheel wells and step well, shall be moisture sealed. The countersunk headed floor board fasteners used to connect the wood to the floor steel structure shall have large head diameter to preclude the possibility of the wood pulling itself through the head. Ends of the fasteners shall not stick out more than 3/4" below the plywood floor causing safety hazard. Plywood floor shall be sanded to a smooth finish. All plywood joints shall be sealed/ caulked with an appropriate bonding agent as to make the flooring one continuous structural member
  5. Entire floor shall be covered with Altro Transflor Meta 2.7 or approved equal, 2.7 mm thick, 2.7 Meta Storm, PVC flooring. The PVC flooring shall be covered up as one piece at the joints where floor meets with the sidewalls and shall continue to cover the sidewalls up to or just below the seat rails. Coving shall be achieved via a smooth radius at the corner. The floor covering and transitions of floor to the stepwell area shall be smooth and present no tripping hazards. The standee line shall be 2" wide bright yellow band provided between the passenger compartment and vestibule area.
  6. The PVC flooring shall be applied to the plywood in accordance with manufacturer recommended procedure. Written Certification of installation from floor manufacturer will be required. The PVC surface and all its edges shall be glued. Seams shall be welded and there shall be no space between mating PVC pieces, if any. Installation of floor shall be completely free of air bubbles, debris or other defects. Finish floor surface shall not show any uneven levels or other irregularities. Metal covers or fasteners shall not be used to cover the seams or to hold the floor material in place.
  7. Floor covering shall meet FMVSS 302 for fire and flame retardant and smoke suppression, and shall not emit toxic and/or lethal hydrogen chloride fumes if ignited. Floor covering material shall be of a low maintenance easy to clean type. It shall have minimum coefficient of friction of 0.6 for the steps and floor area.
- d. Steps and Stepwell:
1. Entire stepwell shall be made of corrosion resistant stainless steel material.
  2. All step treads, risers, and stepwell area sidewalls shall be covered with nonskid, 2.7 mm thick, Altro Transflor Meta 2.7 color Storm, or approved equal. Each step-tread shall have bright white or yellow color nosing. "Watch Your Step" shall be inlaid and welded into the face of each step riser. Additionally, each step tread riser should be equipped with bullnose safety yellow covering.
  3. Ground height to first step shall not exceed 11 inches. If manufacture has offering for addition extendable step, please supply details. (to additionally lower first step height)
  4. All risers shall be of equal height + 1/2" and of no more than 9". Top edge of the last riser shall be level with the floor of the minibus. There shall be no step in the vestibule area to preclude any cause for tripping hazard.
  5. Tread depth on all steps shall be equal + 1/2" and shall comply with all regulatory requirement. Types A & B minibus shall have flat floor. Stepwell design shall access passenger entry directly on to the flat floor without requirement of any short step in the vestibule area. Operator's area for type A & B may be provided with a small step-down; if required to meet this requirement
- e. Front Passenger Entrance Door:
1. Front passenger door shall be electronically operated, protected via adequate fusing with the controls located conveniently for a seated driver to operate.
  2. The door shall be double panel type with the vertical closing edges covered with rubber or a rubberized material to create a safety seal. The center seal shall have soft edges to avoid injury to a passenger's finger(s) or other body part.
  3. Each door panel shall have two large, full size (AS-3) glass windows, or an adequately supported single pane of glass.
  4. A header pad shall be provided inside over the entrance door and covered with upholstery that coordinates with interior color scheme. The header shall not intrude into or lower the passenger door exit height.
  5. Clear opening of the door shall be minimum 79 inches high from top of first step to the entrance header, and minimum 30 inches wide from side to side.
  6. The door shall have bulb type weather strip all around the edges to seal the door completely, or the door shall have bulb type seals on the top and side edges and a brush type seal on the bottom. The design shall

ensure a watertight door seal and shall be tested during water test. The bottom brush type seal may allow a limited amount of water onto the bottom step during testing.

7. Each door panel shall be attached to body with minimum two stainless steel hinges, or with steel pivot pins with Teflon or bronze bushings. Pivot pins must be installed as to not protrude from the top or bottom of the hinges

f. Emergency door:

1. Vehicles shall have an emergency door located in center of the rear wall. The emergency door clear opening shall be minimum 34"wide (equal to the clear width of the specified wheelchair lift platform) and 58" high.
2. The door shall be permanently marked "EMERGENCY DOOR" on the interior with red, and exterior with black, clearly legible letters on white background. The letters shall not be less than two inches high prominently displayed on the back door in clear view. A red LED exit light shall also be visible at the emergency door center below the air-conditioner evaporator cover.
3. Emergency door shall have an interior release handle. The handle shall be painted red. Directions for operation of the release handle shall be labeled red and posted immediately adjacent to the door. The seats near the emergency door shall not obstruct the operation of the release handle.
4. Door shall have a header pad covered with upholstery that coordinates with interior color scheme.
5. Emergency door shall be equipped with a 'door ajar' warning buzzer. The buzzer must activate as soon as the door opens and shall be loud enough to alert the driver immediately. The buzzer type must be approved by GHTD. The emergency door shall be lockable without key type locks to secure the vehicle when parked. The engine shall not start unless the emergency door is unlocked from inside and outside. In case the emergency door is locked when the vehicle is in operation, a warning buzzer and a dash indicator light shall come on to alert the operator.
6. Emergency door shall have two maximum permissible size windows. Windows must be sealed so as to not allow water penetration
7. The door shall have bulb type, heavy duty weather-strip. The exterior of the emergency door shall have an arrowed decal, pointing to the up position centered around the door handle.

g. Lift Door:

1. In addition to a front passenger door and rear emergency door, the vehicles shall have an ADA compliant door for the lift. The lift door shall be located on the curbside, immediately behind the passenger door for Types A & B.
2. Lift door shall have minimum 44" x 72" high clear opening meeting all ADA requirements for this style vehicle.
3. Door shall be double panel type. The door panel frames and the vehicle body door frame shall be made of stainless steel only. The stainless frame must be primed and painted to match the bus's exterior color. Each door panel frame shall connect to the vehicle body frame with minimum two full length stainless steel piano hinges. Doors must be sealed, so as not to allow any water intrusion.
4. Door panels shall have spring activated automatic retention device, to hold the door open when lift is deployed. The retention devices shall ensure large enough door opening that shall allow easy deployment of the lift platform, without any of its parts rubbing against the door. The retention devices must be installed on the inside of the door frame and must be riveted into the metal door frame. Each vehicle must include the installation of the Hook and Keeper 6" Retention System part no 10233 on outside of the left hand side door or on the exterior walls. The retention device shall be a positive fastening device.
5. A header pad shall be provided inside the lift door and covered with upholstery in color coordinating the interior color scheme. Header pad shall not reduce the clear door opening required for ADA compliance.
6. Door shall have bulb type weather-strip.
7. Each door panel shall have a window. The window size shall be the maximum permitted by panel dimensions.
8. Doors shall have a single exterior none keyed locking handle.
9. As the lift door is next to the passenger door, the design shall ensure that open position of one door does not obstruct full clear opening of the other door.
10. Lift door shall be wired with an ADA compliant interlock. A clearly visible blinking LED light identifying "Lift Door Open" shall be provided on the dash and shall stay lit to alert the operator when door is not properly closed.

h. Operator's Door:

1. Vehicle shall have a chassis OEM provided operator's door on the street side of the cab with the addition of a wind strap. The door shall have a full roll up window and an exterior key lock mechanism. There shall be no copilot door, but a single, large window shall be provided on the curbside in front of the passenger door to provide the operator a clear view of the curb.
2. An anti-slip, aluminum running board with minimum tread depth of 7" shall be provided outside the operator's door for the ease of operator to get in and out of the cab. The board shall be constructed in a manner that shall not allow ice and snow accumulation and retain the desired anti-slip characteristics in all weather conditions. The board shall extend beyond the driver's door opening to preclude the possibility of slipping off the edge while entering and exiting the cab. The board shall be made of diamond plate aluminum, and shall be supported with brackets. The board and brackets shall be designed to support minimum 300 lbs weight without flexing or deformation. Proposer shall provide a detailed running board drawing with proposal documents.

i. Windows:

1. Windshield shall be minimum (AS-1), operator's side windows (AS-2) and rear door window shall be (AS-3) and all other windows shall be minimum (AS-3) grade safety glass and shall meet applicable Federal standards. To the extent permissible by Federal law, windows shall be tinted with maximum 31% light reduction.
2. Knockout type split sash windows shall not be used.
3. All exposed edges of glass shall be banded or ground smooth.
4. All windows shall have black frame T-slide windows with upper opening. Sliding windows shall comply with the CTDMV regulation, and shall have no sharp edges or corners.
5. There shall be two full emergency exit push out windows on each side of the passenger compartment with quick release latch, per FMVSS 217. A Red LED light shall be installed above each Emergency Window. Emergency window locks must be submitted for approval by GHTD. A decal of instructions for opening the emergency exit windows shall be labeled inside on the windows in close proximity to the release latch. The force required to open the emergency windows shall not be more than 10 lbs.
6. Window cutouts shall accommodate a window size of 24 X 30" windows only and shall be thoroughly sealed on the interior and exterior using appropriate sealant to preclude any possibility of water and/or moisture getting inside the wall. To guard against a potential decrease in roof strength due to fewer vertical and horizontal support posts the windows shall be a maximum of 24"W X 30"H. Vertical and horizontal structural members shall be welded throughout the entire perimeter of each window.
7. Window garnishing shall be installed with a close and smooth joint at the top without any sharp edges or corners. Fasteners around the garnishing shall be driven straight in with no burrs or sharp corners, and shall not pose any safety hazard. Vent windows shall open without any resistance and shall have a lock installed at each vent window. The vent window must have no sharp edges.

j. Insulation:

Insulation shall be provided between the exterior and interior wall and ceiling panels. Insulation material shall have minimum R-6 rating, and shall have sound deadening and vibration reduction qualities. Insulation material shall be moisture proof and prevent wicking of water. If insulation material can absorb moisture then it shall be bagged. Loose insulation is not acceptable. GHTD shall review the insulation material at the pre-production meeting.

k. Interior Body Walls:

1. Interior body walls shall be constructed of metal or Fiberglas reinforced plastic (FRP); and shall be light gray or white in color. The front vertical panel above the operator's compartment and the rear panel above the emergency door around the A/C evaporator, may be lined with heavy duty cloth hull liner or light gray heavy duty padded vinyl. Chassis OEM cab-interior color shall be Medium Flint.
  1. The cab and coach ceiling area shall be covered with Fiberglass, or ABS plastic that coordinates the color of the OEM cab interior. ABS plastic used shall be laminated to have rigidity equal to or better than that of the Fiberglass of the same thickness.
  2. Seat mounting rails on the sidewalls and seat track on floor shall be made of steel, primed and painted black to preclude rusting throughout the life of the vehicle. Side wall tracks must be covered with smooth moldings to ensure no sharp edges are exposed. Seats must be bolted to the sidewall with self

threading bolts into and 11 gauge integral plate. The seats must then be bolted through the floor with ½” grade 8 bolts).

m. Passenger Compartment Lighting:

1. Passenger compartment LED lighting shall be provided to give sufficient interior light for both safety and security. A minimum of five evenly spaced overhead LED lights shall be provided in the coach area. The lighting system shall have a total luminous intensity of not less than five rated candlepower and a luminous efficiency > 70 lm/W per seated passenger capacity. The light receptacles shall be located so as to provide a reasonably uniform diffusion of light within the passenger compartment, the vestibule and the stepwell area. The lamps shall be located or shielded so as to prevent direct rays of light striking the windshield. Details of interior lighting shall be provided in the vehicle drawings to be submitted after NTP.
2. A LED dome light shall be provided immediately above operator's area to provide sufficient illumination to read a map.
3. Sufficient light shall be provided in the vestibule area inside passenger door.
4. A high intensity, 300 lumen, LED 18”, low profile strip light shall be provided in the stepwell area, The strip light shall provide ADA compliant illumination on the steps area and outside the passenger door in the loading area. A door-operated switch shall switch-on these lights when the passenger door opens.
5. Interior lights shall not be directly connected to OEM dash light LED Switch or head light switch. Circuit breaker protected. LED toggle switches with indicator lights shall be provided enabling the operator to separately control a) the vestibule and dome lights, and b) the coach lights.

n. Stanchions and Guard Rails:

1. All stanchions, guard rails, grab rails, their connecting parts and hardware shall be of 304 series non-corrosive seamless stainless steel tubing having minimum of one and a quarter inch outside diameter. Guardrails and stanchions that are exposed to direct contact from a seated passenger shall be padded with an energy absorbing material designed to minimize injury producing impact forces. Padding on each guardrail shall extend from the vehicle wall to the guardrail's farthest support. Stanchions, guardrails, and grab rails shall all be installed to provide proper knuckle room. Guardrail bends (if any) shall be formed with smooth radii, and shall have no kinks, sharp corners or edges. Guardrails shall be located approximately thirty (30) inches above the floor.
2. All stanchions shall extend straight from floor to roof and be securely fastened to the floor structure and the roof bows. At the locations where the stanchions do not line up with roof bows, they shall be securely fastened to steel plates which in turn shall either be welded to the roof bows, or secured to the roof bows through stainless steel fasteners. Adequately sized stainless steel fasteners (approved by GHTD), shall be used to secure the ends of all stanchions, guard rails, and grab rails into the ceiling, floor, and sidewall steel structure so that they provide full support when passengers lean on them. Sample of the fasteners shall be offered for GHTD's review at the pre-production meeting.
3. Guardrail panels' surfaces facing the passengers shall be foam padded and covered with vinyl in color coordinated with the vehicle interior.
4. A vertical stanchion shall be installed at the right rear corner of operator's seat in such a position as neither to interfere with adjustment of operator's seat nor to obstruct the aisle. A guardrail shall extend from this stanchion to the wall on the left of the operator's seat. A rigid, tinted plastic or molded Plexiglas shield shall be provided to the rear of operator station. The shield shall be wide enough and tall enough to eliminate the possibility of contact from a person or object originating from the passenger(s) directly to the rear of the operator's seat. The shield shall allow full adjustment for driver headrest and seat. The fasteners used to secure the modesty panels and the Plexiglas barrier shall be minimum 1/4" size, and driven into steel. Sheet metal screws shall not be used as fasteners to secure any panels, or grab rails.
5. Vertical stanchion shall be installed at rear of the entrance step well from roof to floor. The stanchion shall be located so as not to restrict passageway at any level to less than twenty four (24) inches, nor aisle to less than twenty (20) inches.
6. Guardrail and stepwell guard panel (manufacturer's modesty panel) shall be installed from stepwell stanchion to curbside wall such that the panel shall not restrict entrance passageway at any level.
7. Entrance grab rails shall be positioned on right and left sides of the door such that passengers shall have support while boarding or disembarking the vehicle. The left side (while entering the vehicle) grab rail shall be parallel to the steps. The right side grab rail shall be vertical, spread above and below the door rod, and shall be total minimum eighteen (18) inches high. The right side grab rail shall provide



- support for passengers from the ground level through the boarding process to the vestibule.
8. Protective barriers shall be provided between the lift and the passengers seating immediately behind and in front of the lift. This shall be accomplished by providing a stanchion, a guardrail, and a Plexiglas panel provided above the guardrail. A padded panel shall be provided below the guardrail. The installation of a grab rail at least a 1/4' under the window on each side of the vehicle, extending 18' between each seat. The design shall ensure the safety of all passengers from any potential injury caused by exposure of the body parts to the lift.
  9. Minimum knee clearance between the panel to the rear of the lift and the first passenger seat shall be ten (10) inches, measured from panel to front face of seat at cushion level.
  10. Overhead grab rails shall be provided on curbside a minimum of 78" and street side a minimum of 134" of the aisle, in compliance with ADA.

o. Body Dimensions: for B and C Type

1. Body width shall be 96 inches maximum, excluding mirrors.
2. Body length shall be minimum 265 inches to maximum 303 inches including both the bumpers.
3. Wheelbase shall be 158~176 inches. Body manufacturer shall select body length and wheelbase such that the front and rear overhangs are within the CTDMV mandated regulations.
4. Body height shall not exceed one hundred twenty four (124) inches, and the roof hatch open in venting position.
5. Interior width in passenger compartment shall be a minimum ninety (90) inches.

p. Body Water Leak Test:

Each vehicle body including the under carriage shall be water tested to validate adequacy of all caulking, body sealing, door, window, and roof hatch gaskets. GHTD inspector may attend the water test conducted on each vehicle and sign-off the test result. A water test booth shall be utilized to completely drench each minibus with water from top, front, back, both sides, and the under frame area. Spray nozzles shall be arranged to ensure water spray on the roof, roof hatch, windshield, all doors, all windows, rear wall, and in the wheel well areas under the frame. Water shall be sprayed at a minimum rate of thirty (30) GPM. Each vehicle shall be exposed to this rate of water spray for a continuous period of fifteen (15) minutes. All leaks found as a result of this test shall be repaired and the vehicle shall be retested until no water leaks exist. At the time of the buy-off inspection the body manufacturer shall provide a certificate stating that each vehicle has been water tested as specified and found to be free of water leaks.

## 2.8 Seats - Seating:

a. Operator's Seat:

1. Operator's seat shall be Recaro Ergo LXS seat or approved equal and shall comply with OEM, FMVSS 207, and shall not compromise with the performance of the air bag and shall be mounted on the chassis OEM or equivalent non power base pedestal.
2. Operator's seat shall be high back type with minimum 20" wide cushion with molded or fabricated polyurethane foam glued in place to prevent shifting, and upholstered with Recaro seat fabric black or approved equal.
3. The seat shall also have a adjustable lumbar support for driving comfort, with knobs for seat recliner lumbar support control. If available.
4. Minimum clear distance between steering wheel and the backrest of operator's seat shall be 15 inches. The seat shall have a minimum five inches fore and aft adjustment.

b. Passenger Seats:

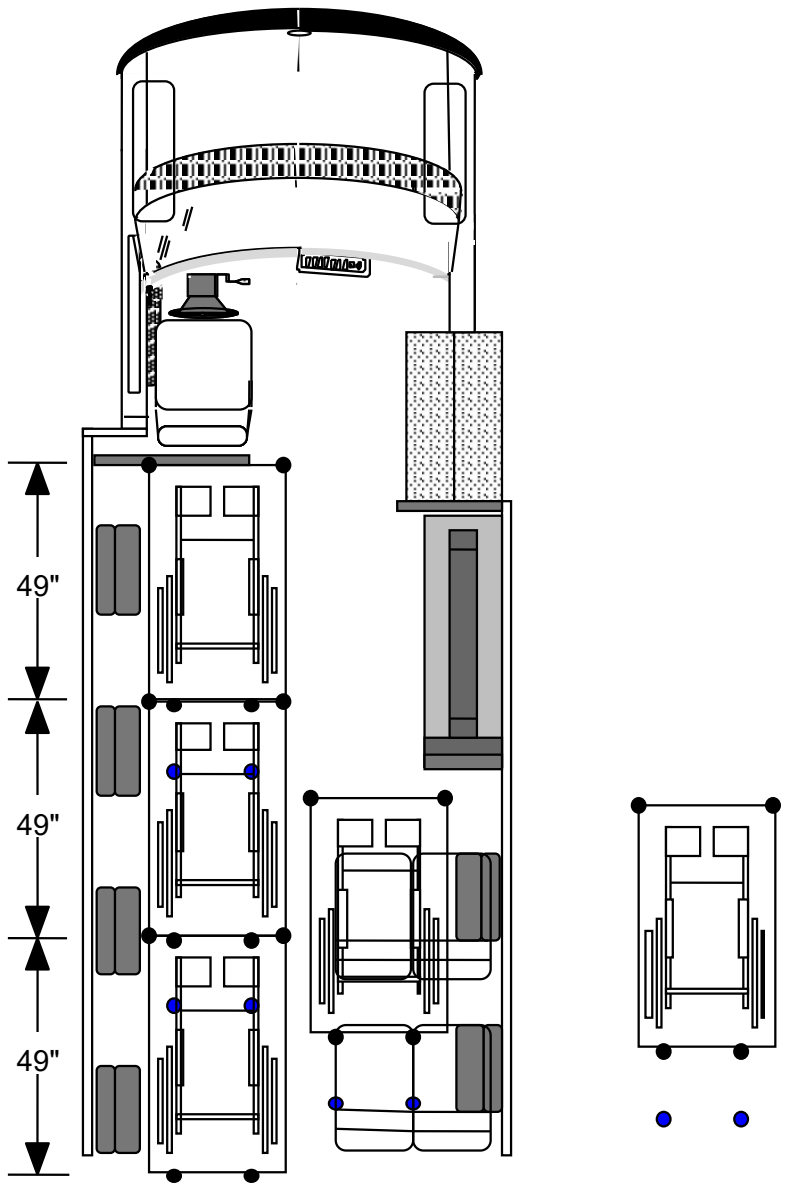
1. The seats shall be American Seating Horizon Mid-back Model 8535, CE White Company LE- Series Mid Back, Freedman Feather Weight Mid High, or approved equal. The seats shall be split bottom, split back, bucket-contoured type.
2. Seat construction:
  - a. Foam material shall be polyurethane or approved equal.
  - b. Separate back and seat cushions shall be provided for each seat.
  - c. Covering material for the seat cushions and seat back shall comply with FMVSS 210 regarding flammability. The covering material shall be Feather Weight Foldaway BV & AM Styles or approved equal.
  - d. The Greater Hartford Transit District's seat colors must be OXEN GRAY and RHYNO BLUEJAY or

- approved equal. Other agencies on the joint procurement may specify different color options on their vehicle orders.
- e. All seats except those with backs against a wall, lift, or lift barrier shall have individual energy absorbing type grab handles of maximum 1 1/4 inch diameter inclusive of energy absorbing coating. The grab handles shall be mounted at the top center of each seat back.
  - f. Back cushions shall have side bolsters of a minimum of two inches each.
  - g. Aisle side of all forward facing aisle seats and both sides of all aisle facing seats shall have American Seating make Horizon Slim-rest molded arm, Freedman seating make flip-up type, Molded US Arm, or approved equal armrests.
  - h. All passenger seat bottoms shall have a pillow top cushion.
3. Seat installation shall comply with the performance criteria as set forth in FMVSS 207 and 210. In order to eliminate openings in the floor covering where water can reach the plywood subfloor track seating in not acceptable. All seat legs shall be bolted through the floor creating a near waterproof seal between the seat leg and vinyl flooring. The outboard portion of the seat frame shall be bolted to an 11 gauge 4" tall integral steel tapping plate. The plate shall be welded to the steel tubular sidewall. The plate shall be installed under the interior sidewall material and shall not be visible within the passenger compartment.
  4. All passenger seats shall have AmSafe, or approved equal lap belts with automatic under-the-seat type retractors. Seat belts shall be installed in a manner to keep them at seat cushion level. Belt buckles shall not be hanging down on to the floor when not in use. All seats and seat belts shall be tested to meet FMVSS 207 and 210. Test reports shall be available at the bus OEM. Passenger seats must have Under Seat Retractors without shoulder belts for all passengers.
  5. Minimum hip to knee clearance shall be twenty-seven (27) inches.
  6. Seats and back cushions shall be designed to safely support designated number of passengers under normal road conditions. Seat cushion foam density shall be 3.0~3.5 lbs/cu.ft, and the back cushion foam density shall be 2.0~2.5 lbs/cu.ft.
  7. The front and rear of all exposed passenger seats shall be fully padded extending to seat cushion level with an energy absorption material sufficient to minimize injury producing impact forces. Back cushions shall be constructed so as to eliminate exposed screws or bolts, which contribute to vandalism of seats and their components.
  8. All seats shall have minimum depth of 17 inches.
  9. Flip and Fold-away Seat(s)
    - a. The flip and foldaway seats shall be of equal padding, style and comfort as the fixed seats.
    - b. Fold-away seats shall have no inboard floor anchors.
    - c. Seats shall be American Seating Company Horizon Model 8700 Flip-up & Model 8800 Cantilevered Fold-away, CE White Company JS-35 Flip-up & ADA-35 Foldaway, Freedman Featherweight mid-high Foldaway Seat, or approved equal.
    - d. In the folded position the seat shall not pose safety hazard to the passengers or the wheel chair riders by levers, handles, or similar protruding parts.
  10. Passenger Seating:
 

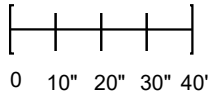
Passenger seating shall comply with FMVSS 225 for 'Child Restraint Anchorage System'. Minimum two seats on every vehicle shall be provided with Child Restraint Anchorage System. GHTD shall select the locations of these two seats at the Pre-production meeting.
  11. Seating Layout:
 

The minibus shall contain a mix of mobility device positions, and foldaway seats to accommodate a range of passengers for A Type Buses from a minimum of two mobility devices and six ambulatory passenger and, from three mobility devices and six ambulatory passengers, to two mobility devices and eight ambulatory passengers for B Type Buses and, twelve ambulatory passengers for C Type Buses. The specific configuration (from rear to front) shall be as follows.

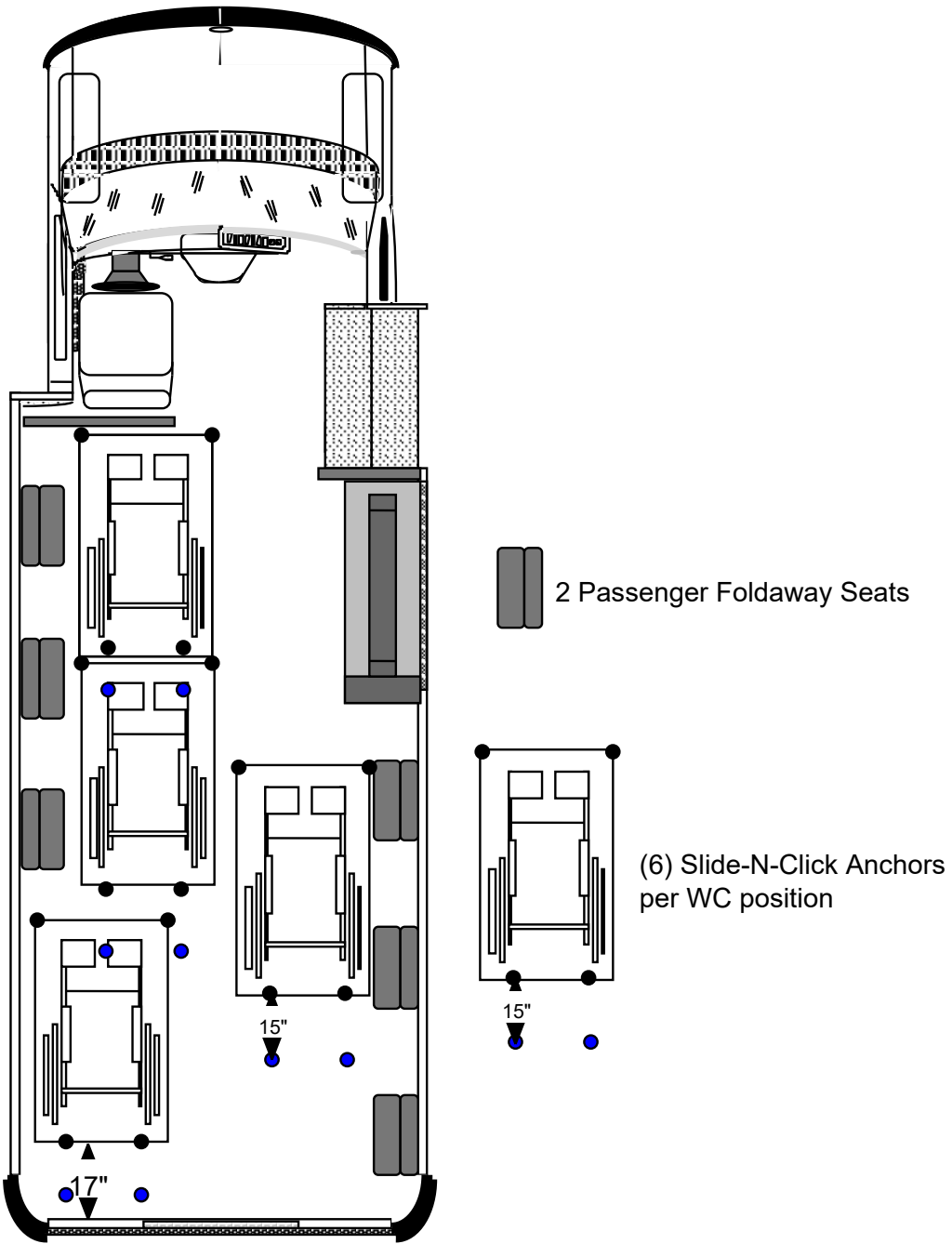
Type A - 138" WB Vehicle



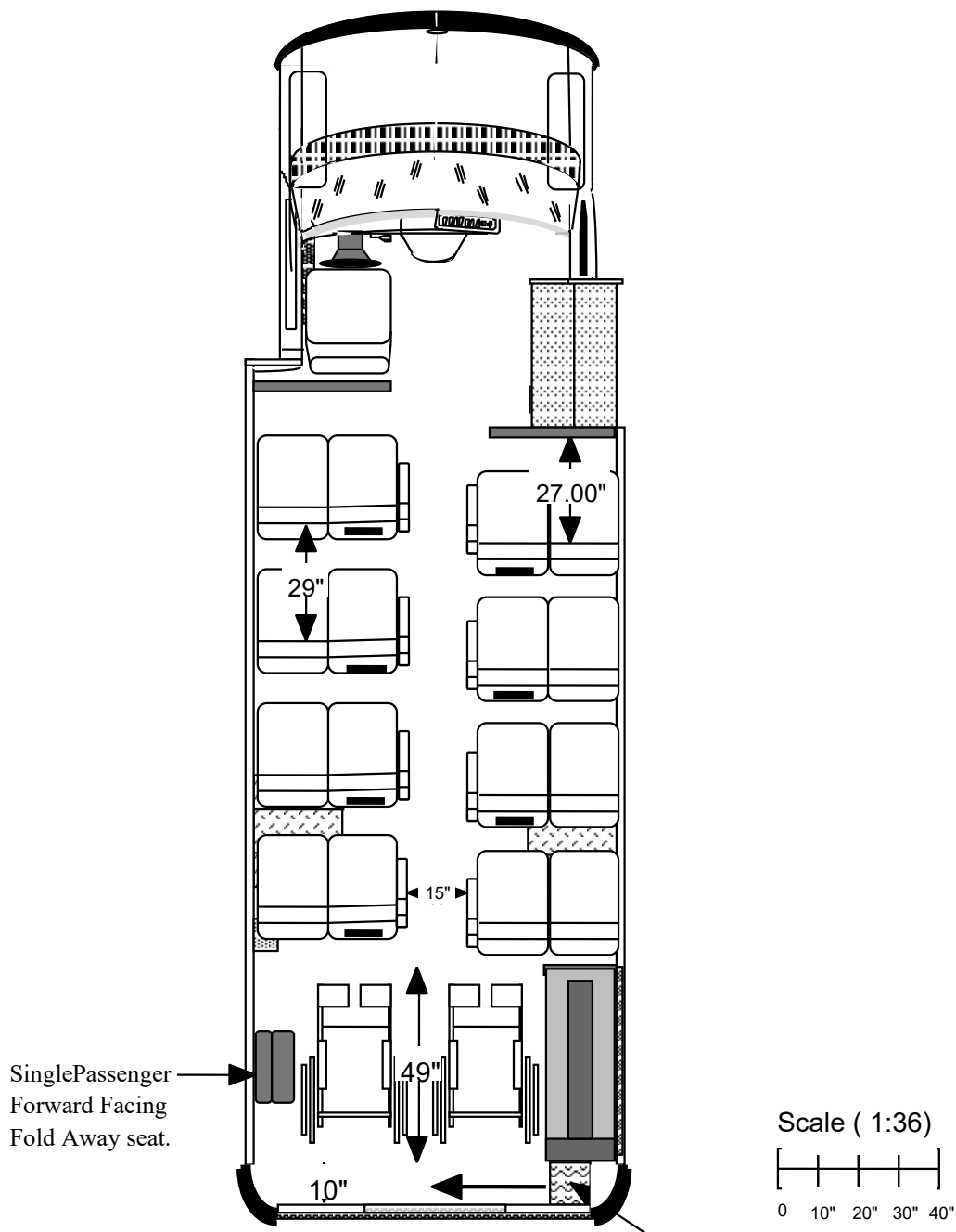
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# Type B - 158" WB Vehicle



# Type C - 176" Wb



## 2.9 Mobility Device - Passenger Securement System:

- a. A separate securement system complying with the ADA requirements and with the 30 MPH/ 20g Impact Test Criteria per SAE J2249, shall be supplied and installed for each mobility device location. The securement system manufacturer shall provide a compliance certificate, and a test report to validate this requirement.
- b. Securement system shall be Q'Straint WC Occupant Restraint, Fixed Mount, Auto Height or approved equal. Should have Q'STRAIN Slide "N" Click – Max or approved equal.
- c. Securement system shall have Freedman TDSS (Tie-down Storage System) or approved equal under foldaway seat.
- d. The securement belts shall be self-retractable type and shall attach to L type, flanged, scooped ends type, floor mounted track receivers. The tracks shall be supplied by Securement System OEM and made of corrosion-resistant aluminum. Four L-tracks, each minimum one hundred and fifty (150) inch long shall be provided on streetside immediately behind the operator's position in the longitudinal direction. Center distance between the interior two tracks shall be fifteen (15) inches, and that between the exterior two tracks shall be thirty (30) inches. One, minimum thirty-six (36) inches long 'L' track shall be provided in the transverse direction at the end of 150" long L-tracks. The tracks shall be flush mounted such that only the flanges shall overlap the edge of the floor rubber. An additional 150" long L-track shall be installed on the street side wall immediately above the windows for locating the shoulder harness(s).
- e. Top bracket for the shoulder harness shall have an automatic height adjustable shoulder harness guide with a minimum five (5) inches of vertical adjustment. All wheelchair occupant restraints shall have "L" track fittings for securing the restraints to the floor and or vehicle sidewall. The restraints shall be infinitely locatable throughout the 150" of longitudinal track. The installation shall provide for the shoulder harness to be diagonally placed across the passenger's chest below the neck level, but above the lower abdomen, per SAE J2249, Appendix F. The installation shall be tested on the prototype and the Contractor shall make all changes required for satisfactory application.
- f. The mobility device securement area, or the immediately adjacent area, shall not be obstructed by after-market fixtures such as reflector triangle storage boxes, etc.
- g. The Contractor must arrange for a representative of the securement system manufacturer to visit the body manufacturer's facility during the installation of the securement system in the pilot vehicle, and inspect and certify that the installation complies with the guidelines, and that a pull test was performed to conform this. The certificate shall be provided to CT DOT at the time of pilot minibus buy-off inspection.
- h. OEM storage pouches shall be provided for each securement system. Such pouches shall be securely mounted to the walls of the vehicle at locations to be determined at pre-production meeting.

## 2.10 Lift:

Vehicles shall be equipped with a Ricon K or S Series Model S510 or K510 or Braun Century 2 Series Model NCL919FIBHB-2, or approved equal lift for transferring mobility device in and out. The lift shall comply with FMVSS 403 and the manufacturer shall affix a label on the lift to certify the same. The label shall clearly identify the lift as 'Public Use Lift'. Lift shall be installed at locations specified in the attachments. Lift installation shall fully comply with ADA regulations, FMVSS 404, as well as other applicable FMVSS. The Contractor shall arrange for the lift manufacturer to sign and certify that the installation complies with the specified procedure, and the certificate shall be provided to GHTD at the time of pilot vehicle buy-off inspection. Lift installations on all regular production vehicles shall strictly adhere to such certified procedure.

- a. Lift shall be tested for 'in-vehicle' static load capacity of 1,800 lbs., with a continuous rated lifting capacity of 800 lbs.
- b. In stowed, "non-deployed" position the lift shall extend approximately eighteen (18) inches inside the vehicle sidewall at floor level while adhering to the FMVSS404 regulation.
- c. The lift shall be an electro-hydraulic platform and shall operate with power up and gravity down. The power pack shall be a self-contained unit consisting of reservoir, hydraulic pump, control valves, and a 12-volt D.C. motor. All components shall be totally concealed to ensure safety. Power pack shall be located forward of the lift and shall be accessible for maintenance and repair without removing any of the buses body parts and or assemblies. An integral cycle counter shall track the number of operations.
- d. A manual pump type backup system shall be provided for use in the event of loss of primary power, or a lift

malfunction. The backup system shall make complete operation of the lift possible without a power supply. The hydraulic valve for manual operation of the lift platform shall be accessible from inside the vehicle. Release shall be labeled. The pump handle must be mounted on the exterior of the wheel chair lift pump housing accessible only from the wheel chair lift door.

- e. The lift shall be totally self-contained and connect only to the vehicle's electrical system. Installation of the lift shall be done without modifications to the vehicle frame. The lift platform shall be oriented in the center of the lift door in a manner that the platform or railing does not rub against the doorframe during any part of lift operation. Vehicle body manufacturer shall use the lift manufacturer supplied brace plate or bars to support the underside of the plywood floor. The lift shall be reinforced by being mounted onto a 3/16" steel plate on top of the floor and shall be bolted directly to frame members. The lift shall be installed so as to be readily accessible for maintenance and repair.
- f. The lift mechanism and platform shall be insulated from doors and other body parts of the vehicle to prevent rattles, squeaks, and metal contact noises. Lift platform shall have stops and retainers to hold platform in stowed position.
- g. The lift shall be circuit breaker protected. The breaker shall be located under the hood or inside the battery compartment for easy accessibility for maintenance and service. Regardless of location, the circuit breaker shall not be subjected to road splash or weather elements. A lift power switch shall be provided on the dash. All switches shall be designed to prevent inappropriate "operator action" in lift operating cycles.
- h. Lift shall be of welded metal construction. All welded assemblies shall be powder coated. There shall be no shear points on the lift where a limb can be severed.
- i. Lift shall have minimum clear platform area of 34" X 51". The platform shall have an OEM provided restraining belt. An automatic anti-roll barrier shall be provided on the outer edge of the platform. The barrier shall be automatically actuated type, shall be a minimum of 3½ inches high, and shall form a ramp incline of not more than 25° to facilitate rolling the mobility device onto the platform when the lift is at ground level. Handrails shall be provided on each side of the platform. Handrails shall not decrease platform clear width to less than 32". Platform movement shall have a built-in FMVSS 403 compliant 'Threshold Warning System'.
- j. The platform shall be hinged to allow its outer end to float free to prevent crushing in the event anyone is accidentally positioned underneath the platform.
- k. An inner barrier shall be provided.
- l. The lift shall have a weight sensor to prevent stowing when a load of 50 (fifty) pounds or more, is on the platform.
- m. The unit shall have a safety cut-off switch or interlock to prevent operation of the lift when the door is closed.
- n. The control for all lift operations shall be in a hand held box on a 6'~8' long, flexible, cut resistant cord. The box located at the end of the cord shall provide a weather tight control with lighted switches appropriately spaced for the ease of operation by the attendant operating lift from ground level. Excess length of the cord shall be routed over cup hooks so that the cord and control box shall not entangle in lift mechanism, lift platform or doors. The control box shall have a fixed position receiver either integrated on the lift or on the rearward lift door panel to store the box when not in use by the operator. The receiver location shall be labeled, "Place Lift Control Box here when not in use." Alternately, provision shall be made to 'park' the control box on the lift side post, with easy access from inside and/or outside of the vehicle.
- o. A clearly visible indicator light shall be provided on the dash and identifying 'Lift Door Ajar' to indicate when both the lift door panels are not fully closed. Separate lights shall illuminate the exterior lift door area and the lift platform, when lift doors are in open position. Light fixture shall be on the exterior below the lift door threshold. A door-activated switch shall switch-on these lights as soon as the lift door is opened. The intensity of light illumination shall be minimum 5 lumens/sq.ft on platform and minimum 1 lumen/sq.ft on ground. The selection of location of the lights shall preclude any possibility of damage to the light assembly during normal service.
- p. Maximum velocity to lower and raise the lift shall be 6"/ second. Maximum velocity to deploy and stow lift platform shall be no faster than twelve (12) inches per second. Temperature range for operation of lift shall be within -20F to +120F.
- q. The lift controls shall have InterMotive Products manufactured 'Intelligent Lift Interlock System (ILIS)', InPower model ITM 116, or equivalent interlock system that shall comply with ADA mandated requirements. The system shall use solid state microprocessor controller with self diagnostics and "Plug & Play" type wiring connections to connect with vehicle chassis. The system shall be provided with a dash mounted LED subsystem status display panel. The system shall ensure that the vehicle transmission cannot

shift out of Park until the lift door is fully closed and the park brake is released; and that the lift cannot be deployed unless the interlock system is engaged. The system shall be offered for GHTD's review with the proposal documents.

- r. The Contractor shall arrange for a representative of the lift manufacturer to visit the body manufacturer's facility during the lift installation in the pilot vehicle, and inspect, approve and certify the installation in the vehicle. The certificate shall be provided to GHTD at the time of pilot vehicle buy-off inspection. Installation of the lift on all production vehicles shall strictly adhere to such certified installation procedure. A copy of the certificate shall be attached to each vehicle lift.

#### 2.11 Safety Equipment:

Following safety equipment shall be provided and secured in front portion of the vehicle in proximity of the operator. Equipment shall not pose hazard to passengers entering or exiting the vehicle. GHTD shall select the exact locations for installation of the safety items, during prototype inspection.

- a. One, Swift T-150 All-in-One first aid kit, or approved equal "Bodily Fluid Disposal and First Aid Kit".
- b. Two safety belt cutters with Velcro for attachment.
- c. A 5 lb. fire extinguisher, with a 10 ABC rating and visible gauge with mounting bracket. Extinguisher shall bear a certification tag displaying the date of initial certificate issued by a licensed inspecting company
- d. ICC triangular flare kit with mounting bracket.
- e. Emergency electrical fuse kit consisting of all spare fuses supplied by chassis OEM and one fuse of each type and size used by the body manufacturer.

#### 2.12 Undercoating:

All steel material on the frame, fenders, underbody, cab, chassis, wheel wells, stepwell, and body except driveshaft, catalytic converter, engine, transmission, differential, heat shields, power steering, and exhaust system, shall be undercoated with TECTYL 127G Silver, Z-Technologies Z-Guard 20060-B-2 approved equal, as required to meet chassis OEM "Rust through" warranty. Undercoating shall be composed of a nonvolatile base, grit and abrasive free material, dispersed in a petroleum solvent, which shall provide a homogenous formulation. Undercoating shall be applied to a uniform thickness with no bare spots. Over spray shall be removed. Fuel tank shall not be undercoated. Undercoating shall be applied in conformance with the recommended procedure of the chassis manufacturer and shall not void in any way the chassis OEM warranty.

#### 2.13 Paint: Shall be determined prior to manufacture.

Vehicle exterior shall be thoroughly cleaned and painted with one (2) coat of suitable rust resistant primer, and finished with minimum 2 mil coat of DuPont Imron 5000, 3.5 VOC; PPG. Concept Acrylic Urethane; or approved equal fleet white, to match with OEM cab "White" paint. The exterior 2 mil coat of white finish shall not be required if the exterior skin is pre-finished with an approved process rendering an equivalent "White" finish. However, any fresh surface and edges of such pre-finished surface, exposed as a result of the manufacturing process shall require primed and painted for protection. Prior to manufacture of the vehicle the Contractor shall obtain approval from GHTD on the paint pigment used and on the color of the fiberglass. This paint specification applies to bodies painted at the body manufacturer or any exterior body surfaces painted by a supplier to the body manufacturer i.e. 'Pre-finished' parts.

- a. Both Sidewalls, front cap, and rear wall of all the vehicles shall be decal applied with GHTD Light Blue H logo (whale tail) and black lettering color. Swooshes generated on a 2 mil thick, high performance premium grade, flexible vinyl film. The size of swooshes (H logo and lettering) on both sidewalls shall be approximately 68" X 19". A Skirt line detail should be on both sidewalls in dark blue color. The size of swooshes (H logo and lettering) on the front cap shall be approximately 50" X 13", and that of swooshes on rear wall shall be approximately 31 1/2" X 8 1/2". Phone number with area code in black shall be approximately 22" X 3" located under the rear swooshes. Exact swoosh sizes and locations shall be determined on the pilot vehicle. The film material shall be Avery A8 opaque, 3M-180C series film, or approved equal.
- b. Blue Dark color shall be A-8595-0 Dark Blue, Light Blue color shall be A-7820-A Light Blue or approved equal.



- c. All wheels including the spare, shall be chassis OEM powder coated and painted white

## 2.14 Signs and Decals:

The Contractor shall provide all decals mandated by law. These shall include, but not be limited to: emergency exits, standee line, ADA priority seating, etc. Decals shall be generated on a 2 mil thick, high performance premium grade, flexible vinyl film. Material used shall be Avery A8 opaque, 3M 180C series film, or approved equal.

- a. All emergency exits shall be identified with appropriate permanent labeling including operating instructions for evacuation, lock operation and the direction of operation of the handle or control.
- b. Operating instructions for the lift shall be posted on the inside of the lift door.
- c. Decal containing clear and precise instructions for operation of the mobility device four point securement system and seat and shoulder belts, shall be posted immediately adjacent to each mobility device position.
- d. A sign shall be placed on the front wall overhead in full view of driver and passenger seating area, stating "All mobility device securement belts must be placed on mobility devices and all passenger lap belts must be utilized by passengers prior to vehicle movement."
- e. The necessary roof clearance needed for vehicle shall be posted as a decal in operator's compartment. The roof clearance shall include the height with roof hatch in venting position, and the strobe light.
- f. A "CAUTION HOT" decal shall be placed on the rear auxiliary heater.
- g. A yellow and black safety stripping decal shall be placed on lower edge of auxiliary a/c evaporator to warn of low clearance.
- h. A decal in red letters on white background reading: "IN LINE CUT-OFF VALVES LOCATED HERE" shall be placed on the outside left wall of the vehicle, close to and pointing at the location of the heater hoses cut-off valves.
- i. Decals of international symbol of accessibility shall be placed on exterior sides and the rear wall of the vehicle. The symbol shall be a minimum of 8" X 8" or as required by ADA.
- j. Decal in red letters on white background reading "FIRE EXTINGUISHER" shall be placed to indicate the location of fire extinguisher.
- k. Permanent non wearing "WATCH YOUR STEP" signage composed of bright yellow Altro material shall be welded into the face of each riser.
- l. A decal in two inches high black letters stating "BATTERY COMPARTMENT" shall be placed outside the battery compartment.
- m. Further, the Contractor shall also decals, logos, and numbers and apply them to the vehicle prior to offering it to GHTD for final acceptance. The decals shall be blue and black. Decal placement shall be determined in consultation with, and shall require the approval of GHTD. Once the body style and dimensions are available GHTD shall determine exact placement of the decals.
- n. A sign shall be placed on the inside front wall of the vehicle stating the "Original Vehicle Manufacturer's Passenger Design Capacity is X passengers, including the operator." and the vehicle manufacturer shall provide a letter of certification to GHTD.
- o. All decals shall be self-adhesive type and shall be applied in accordance with the manufacturer's instructions. The edges and corners shall be sealed to preclude any possibility of peeling. The interior walls of the vehicles shall be smooth for proper application and permanent retention of the decals. In case the walls are not smooth, a Plexiglas board or a Stainless Steel sheet screwed on the wall shall be used for application of the decals. No decal shall be applied on a padded vinyl surface. Hand written signs shall not be acceptable.

## 2.17 Workmanship:

The vehicle manufacturer shall employ adequately qualified and skilled workers, and shall follow the industry approved procedures and practices, for this project. Poor workmanship not meeting the industry standards shall cause the vehicle to be rejected.

- a. Components with identical functions shall be interchangeable within the vehicle.
- b. All welds shall be properly designed, utilizing applicable AWS specifications and shall perform satisfactorily in the service environment for which they are specified.

- c. The types and sizes of the fasteners and hardware used in the body assembly or for installation of the aftermarket items shall meet with industry standards, and at a minimum shall meet the recommendation of the manufacturers of the aftermarket items, utilizing any special tools specified. All fasteners shall be installed to insure no sharp edges are exposed.
- d. Machined surfaces, sheet metal joints, and coach interior joints shall be designed and manufactured for proper fit and smooth, aesthetic finish. Wall surface joints in the cab and coach interior areas shall be finished with trim. The edges of the trim shall be finished smooth and free from sharp corners.
- e. Flooring plywood seams shall be smooth and continuous, without any area of the floor looking 'raised' or 'depressed'. The floor edges shall be sealed with glue to preclude any possibility of peeling. Floor joints around the wheel-housings shall be covered with trim.
- f. Surface joints in the cab interior area shall be finished with trim. The edges of the trim shall be finished smooth and free from sharp corners.
- g. All the doors shall be constructed to insure trouble free operation during the life of the vehicle. All doors and windows shall be completely sealed from water and moisture using bulb type gaskets. Any interior insulation used shall not allow wicking of water. The body opening around the door shall provide adequate drainage to direct water away from the doors.
- h. The manufacturing workmanship shall match and ensure the vehicle's designed operating life of minimum four (4) years.

**3.0 WARRANTY:**

The Contractor shall warrant that each vehicle and all its component parts complies with the Federal Motor Vehicle Safety Standards, the Connecticut State Motor Vehicle Code of Regulations, emission standards set by the Motor Vehicle Pollution Requirements, 49 CFR parts 84 and 85, and these specifications. The Contractor agrees to replace and install free of charge any part that may break or fail by reason of defective material or workmanship. It is expressly agreed that GHTD, its lessees or its subleases, if any, may enforce this warranty. The Contractor shall provide written documentation that warranty service will be available through any dealership of the OEM chassis manufacturer and body manufacturer, and that such dealerships exist in the State of Connecticut. The Contractor shall coordinate and communicate all warranty service claims on entire vehicle including body, chassis, lift and other components. Delivery shall be as a "turnkey" purchase. Specific assemblies, subassemblies and components shall have warrantee coverage as listed below.

a. Chassis OEM Warranty Information

The Contractor is responsible for keeping current and communicating to GHTD and its Service Providers all chassis, body, their manufacturer updates, and recalls. Such communication shall be provided to GHTD and Service Providers in a written form with a complete copy of the manufacturer's fact sheet attached. The Contractor shall transmit all such information to GHTD and its Service Providers within fifteen (15) days of issuance by manufacturer. If any warranties conflict with contract provisions then the contract takes precedence or whichever is greater.

b. Chassis OEM Warranty Information

Bumper to bumper	three (3) years, or 36,000 miles, 100% parts and labor.
Cab, chassis, & frame rails, against corrosion perforation	five (5) years, 100% parts & labor.
Front and rear axles, and drive train	three (3) years, or 36,000 miles, 100% parts & labor.
Transmission	five (5) years, or 60,000 miles, 100% parts & labor.
Gasoline Engine	five (5) years or 60,000 miles, 100% parts & labor,
Ford Bumper to Bumper warranty. Emissions	five (5) years or 50,000 miles, 100% parts and labor.
Safety restraint and air bag	five (5) years or 50,000 miles, 100% parts and labor.

Ford Driver's door	three (3) years, 36,000 miles, 100 % parts and labor.
<u>Body manufacturer's warranty:</u>	
Air Conditioning Systems	two (2) years, 100% parts and labor; or manufacturer's warranty, whichever is longer.
Heating system-	One (1) year, 100% parts and labor, or manufacturer's warranty, whichever is longer.
Lift -	Five (5) years, unlimited miles, 100% parts and labor;
or manufacturer's warranty, whichever is longer.	
Vehicle body structure and cross members	Five (5) years, or 150,000 miles, 100% parts and labor.
Vehicle body panels, doors, & battery compartment against corrosion —	five (5) years, unlimited miles, 100% parts and labor.
Seats and seat frames	Five (5) years, unlimited miles, 100% parts and labor
Seat Vinyl	Two (2) years, unlimited miles, 100% parts and labor
All body doors and windows	Three (3) year, unlimited miles, 100% parts and labor.
Mirrors and bumper	One (1) years, unlimited miles, 100% parts and labor.
Body electrical wiring	One (1) year, unlimited miles, 100% parts and labor.
Balance of vehicle components shall have	One (1) year, unlimited miles, 100% parts and labor.

#### 4. OPTIONS

Agency options that may be purchased and paid for in full for the entire price, or the difference in price from the standard option, by the agency for each vehicle

- Additional logos, or modified paint scheme above and beyond the standard striping package
- Different seating than specified. All optional seating must meet all applicable requirements of ADA, State and Federal Regulations and must not in any case reduce the clear aisle width. All passenger seats must meet the flammability requirements specified.
- Different driver seating than specified
- Different wheelchair lift than specified must meet ADA requirements
- Wheelchair lift for vehicles rear curbside
- Hanover or Axion or Luminator/Twinvision or approved equal destination signs
- Fareboxes
- Automatic Tire Chain System such as On Spot chains or approved equal
- Include all the necessary pre-wiring to install a two-way radio, not including the radio and antenna. (power, ground wires and coaxial cable to the area of the driver's compartment where the two way radio can be installed).
- Low Floor Vehicle
- Liquefied Petroleum Gas  
Engine: The engine shall be a dedicated propane system with the following specifications:
  1. OEM Approved Alternative Fuel Supplier that maintains OEM Warranty.
  2. Dedicated liquid injection with 40 plus usable gallons.
  3. 6.8L V-10 (or approved equal) with hardened valve/seats – “alternative fuel package”
  4. System must work with existing OEM diagnostics/OEM PCM. A separate controller will not be accepted.
  5. EPA & CARB certified
  6. Meets all FMVSS, NHTSA and NFPA58 regulations.
  7. Fuel tank must be packaged in same location as gas tank that is removed and must meet all ground plane clearance.

Fuel Tank, The fuel tank shall be designed for LPG with 40 plus usable gallons and shall mount using OEM hardware and bracket. Fuel fill shall be protected from weather.
- **Vehicle Cameras (Interior and Exterior), 6-channel HD Video Surveillance System, and All Required Wiring**
  - 1.) Seon HD1Q Series Low-Profile Dome Camera (installed in vehicle interior) or approved equal. Four (4) cameras of this type shall be installed per vehicle. Cameras must be able to be removed and used in other vehicles.
- Minimum Video Requirements
  - The camera shall provide a video stream of 1280x720 pixels (720p). A video stream of a lower resolution is not acceptable.

- The camera shall have a 1.3 MP sensor.
- The camera shall be available in a model with IR illuminators
- The camera shall have 0.1 lux light sensitivity at F2.0 when the IR illuminators are off to produce a color image, and 0.0 lux with IR illumination on for a bright black and white image, to enable viewing of objects and people in complete darkness.
- The camera shall have a true night feature that is supported by an IR cut filter.
- The camera shall include 12 IR illuminators that automatically switch on or off depending on the surrounding illumination level.
- The camera shall have a foam or rubber boot around the lens to prevent internal reflections from the infrared LEDs from entering the image sensor. Reflections of the IR LEDs in the video image is not acceptable.
- The camera shall have an electronic iris that operates from 1/30 to 1/50,000 of a second, to provide proper exposure at all light levels.
- The camera shall have an automatic gain control circuit (AGC) to provide proper video levels at low light levels.
- The camera shall have backlight compensation control that can be turned ON or OFF in order to compensate the exposure of the camera for strongly backlit scenes.
- The camera shall have Wide Dynamic Range (WDR) that can be turned ON or OFF.
- The camera shall support at least the following lenses: 2.9 mm, 3.6 mm, 6.0 mm to support a plurality of field of views from wide angle to telephoto.
- The camera shall have a microphone.
- Minimum Mechanical Requirements
  - The camera shall be designed such that all components are self-contained within a single, vandal-proof enclosure manufactured from solid aluminum alloy for maximum vandal resistance. Two-piece camera assemblies that allow for the redirection of the field of view (aim) external of the camera will not be accepted.
  - The camera shall have a vandal proof dome, which shall be made of impact-resistant polycarbonate. Other materials that are not vandal proof are not acceptable.
  - The camera must have an adjustable lens bracket with 360 degree rotate, 360 degree pan and 70 degree tilt in order to produce a vertically erect image, whether the camera is mounted on a horizontal surface, a vertical surface or angled or curved surface. An image that is not vertically erect on all mounting surfaces and mounting angles is not acceptable.
  - The camera must use 3 screws to mount the camera to its installation surface.
  - The camera must use 3 captive locking security screws to fasten the housing. The use of nonsecurity screws that are not captive is not acceptable.
  - The camera must be flush mountable to the mounting surface, such that the electrical cable connecting the dome camera to the recorder remains concealed to prevent tampering with the camera or the video signal. Any camera assembly that is not capable of being mounted flush to the surface and/or any designs utilizing a U-Bracket type of mount will not be accepted.
  - The camera shall weigh no more than 0.52 lbs (240 g).
  - The camera must have dimensions no larger than the 3.74 x 3.74 x 2.64 inches (95 x 95 x 67 mm).

#### Minimum Electrical Requirements for Cameras

- The camera shall operate over a range of input voltage of 12V DC  $\pm$  10%
- The camera must have a single positive locking over molded connector for power, video and audio. The connector should positively lock to the wiring harness when the connectors are pushed together, without the need for a secondary locking action, such as twisting or turning. This connector must not disconnect from the connected wiring harness as a result of vibration.
- The camera shall operate over a temperature range of -4°F to 122°F (-20° C to 50°C) and have an environmental rating of IP54 or better.
- The camera shall have a 3 year warranty.

2.) Seon HD1 Series Weatherproof Wedge Camera (installed on exterior of vehicle) or approved equal. One (1)

camera of this type shall be installed per vehicle. Cameras must be able to be removed and used in other vehicles.

- Minimum Video Requirements
  - The camera shall have 720p resolution (30fps) for a sharp image. A lower resolution imager is not acceptable.
  - The camera shall have a 1MP sensor.
  - The camera shall have IR illuminators for low light conditions.
  - The camera shall have a true day night feature that is supported by an IR cut filter.
  - The camera shall have 0.7 lux light sensitivity at F2.0 when the IR illuminators are off to produce a color image, and 0.0 lux with IR illumination on for a bright black and white image, to enable viewing of objects and people in complete darkness
  - The camera shall include 4 high efficiency IR illuminators, and automatically switch to black and white at low illumination levels. The 4 IR LED illuminators shall be controllable via menu setting.
  - A camera that cannot adjust its IR light output is not acceptable.
  - The camera shall have a rubber boot around the lens to prevent internal reflections from the infrared LEDs from entering the image sensor. Reflections of the IR LEDs in the video image is not acceptable.
  - The camera shall have an electronic iris that operates from 1/60 to 1/30,000 of a second, to provide proper exposure at all light levels. The camera shall have an automatic gain control circuit (AGC) to provide proper video levels at low light levels.
  - The camera shall provide a video signal with a signal to noise ratio greater than 50 dB. The camera shall have an automatic gain control circuit (AGC) to provide proper video levels at low light levels.
  - The camera must have backlight compensation control that can be turned ON or OFF in order to compensate the exposure of the camera for strongly backlit scenes.
  - The camera shall support at least the following lenses: 2.8 mm, 3.6 mm, 6mm, 16mm and 25mm to support a plurality of field of views from wide angle to telephoto.
- Minimum Mechanical Requirements
  - The camera shall be designed such that all components are self-contained within a single, vandal-proof enclosure manufactured from solid powder coated aluminum alloy for maximum vandal resistance. Two-piece camera assemblies that allow for the redirection of the field of view (aim) external of the camera will not be accepted.
  - The camera shall have a vandal proof window, which shall be made of impact-resistant polycarbonate, having an anti-glare, scratch-resistant, hard coating, that is UV protected. Other materials that are not vandal proof are not acceptable.
  - The camera must have an adjustable lens bracket with 360 degree rotate, 7.5 degree pan and 37.5 degree tilt in order to produce a vertically erect image, whether the camera is mounted on a horizontal surface, a vertical surface or angled or curved surface. An image that is not vertically erect on all mounting surfaces and mounting angles is not acceptable.
  - The camera must use 3 screws to mount the camera to its installation surface. The mounting screws must be external to the volume housing the electronics of the camera to prevent moisture ingress. Mounting screws on the inside of the camera body will not be acceptable.
  - The camera must use 4 captive locking security screws to fasten the housing. The use of nonsecurity screws that are not captive is not acceptable.
  - The camera must be flush mountable to the mounting surface, such that the electrical cable connecting the dome camera to the recorder remains concealed to prevent tampering with the camera or the video signal. Any camera assembly that is not capable of being mounted flush to the surface and/or any designs utilizing a U-Bracket type of mount will not be accepted.
  - The camera shall weigh less than 1.3 lbs (0.56 kg).
  - The camera must have dimensions no larger than the 3.45 x 5.16 x 3 inches (88 x 131 x 77 mm).
- Electrical Requirements
  - The camera assembly shall be equipped with connector providing a local NTSC video output in order to facilitate the connection of a video monitor that can be used for aiming the camera,

making any adjustments to the lens focus and troubleshooting. Cameras not equipped with the ability to connect directly to a monitor at the local installation point will not be accepted.

- The camera shall operate over a range of input voltage from 9VDC to 14VDC and consumes less than 5W.
- The camera must have a single positive locking over molded connector for power, video and audio. The connector should positively lock to the wiring harness when the connectors are pushed together, without the need for a secondary locking action, such as twisting or turning. This connector must not disconnect from the connected wiring harness as a result of vibration.
- The camera shall operate over a temperature range of -40°F to 122°F (-40° C to 50°C) and have an environmental rating of IP67 or better.
- The camera shall have a 3-year warranty.

3.) Seon TH6 – 6-channel HD Video Surveillance System or approved equal. One (1) DVR of this type shall be installed per vehicle. DVR must be able to be removed and used in other vehicles.

- Digital Video Recorder (DVR) — Minimum Video Requirements
  - The DVR must record 6 independent channels of video simultaneously, switching systems are not acceptable.
  - The DVR must be capable of recording 1080p @ 15 FPS per channel on all 6 channels of video simultaneously in the primary stream.
  - The DVR must be capable of recording @ 5 FPS per channel on all 6 channels of video simultaneously in the secondary stream (360X240).
  - The DVR must support recording of all cameras at least 4 different quality settings, each quality setting affecting the level of compression applied to the video and the resulting amount of data required to store the video on the hard drive.
  - The DVR must support recording of video using H.264 compression.
  - The DVR must support recording of at least 6 channels of audio.
  - The DVR must support repeat recording and have the ability to enable or disable this function, when enabled, the recording will be overwritten once the hard drive is full, when disabled the recording will stop when the hard drive is full.
  - The DVR must support the ability to delay the start of recording after the ignition is turned on, up to one hour.
  - The DVR must support the ability to continue recording up to one hour after the ignition is turned off. This time must be able to be adjusted.
  - The DVR must support the ability to remain powered on, up to 4 hours after the ignition is turned off. This time must be able to be adjusted.
  - The DVR must be able to detect and report video loss from any of the 6 cameras.
  - The DVR must be able to control the Infrared setting of the cameras (via CoC – Control over Coax).
  - The DVR must be able to stay on for up to 7 secs to complete recording after a sudden power loss during an accident.

**SPECIFICATIONS**  
**FORD TRANSIT “TYPE” BUS OR APPROVED EQUAL**

**I. SPECIFICATIONS**

The following technical specifications are intended to provide minimum acceptable standards as a guideline for a small, two-axle, Ford Transit “type” bus (or approved equal) with commercial wheelchair lift mounted on a cutaway type chassis. Since this vehicle will provide door-to-door transit service for individuals with special needs, vehicle maneuverability, dependability, and most importantly safety, are primary considerations. The proposed vehicle must meet all Federal Motor Vehicle Safety Standards (FMVSS) and Environmental Protection Agency (EPA) emission laws and regulations applicable to this type of vehicle. The proposed vehicle must also have been fully tested at the Penn State test facility in Altoona, Pennsylvania. A copy of the Altoona Test Report for the vehicle being proposed must be included with the Proposal Response.

While a specific structural design is used as a guideline for this vehicle, Greater Hartford Transit District recognizes the inherent structural differences existing among manufacturers and encourages approved equals submissions on all aspects of design.

A copy of the Altoona Test Report for the specific vehicle being proposed must be included with the Proposal Response.

**II. CHASSIS – FORD TRANSIT 350 HD (OR APPROVED EQUAL)**

- A. XL Package standard package
- B. Color White
- C. GVWR 10,360 LBS (Dual Rear Wheel)
- D. 50 State Emissions
- E. Rear View Camera – Optional
- F. Ford Factory Reverse Sensors
- G. Driver Airbags – Passenger Airbags not needed
- H. Safety Canopy Side-Curtain Airbags
- I. SOS Post-Crash Alert System™ (distress call w/airbag deployment) – Not needed. Vehicles equipped with Radios and GPS devices.
- J. Front Tire Size 195 / 75R16 All Season
- K. Rear Tire Size 195 / 75R16 All Season
- L. Three Sets of Keys including remotes – Third Key (optional)
- M. Power Equipment Group (Power Locks and Windows) with Remote
- N. Keyless-Entry – Optional
- O. AM FM Factory Radio – Not needed
- P. Factory Exterior Heated Power Mirrors



- A. Vehicle Dimensions:**
1. Wheel base: 148"
  2. Minimum height: 107"
  3. Overall Length: 263" Interior Length: 170"
  4. Exterior Width: 97.4" Maximum with Mirrors
  5. Interior Width: 65"
  6. Interior Height: 74"
  7. Sliding Door Height at Entry: 63" (minimum)
  8. Rear Door Height: 72"
  9. NOTE: these Dimensions apply to completed van conversion.
- B. Cooling System**
- OEM regular duty radiator with capacity available to prevent overheating while operating in a stop and go transit operation with an ambient temperatures as high as 110 degrees F. and provide anti-freeze protection to -30 degrees F required.
- C. Engine and Transmission**
1. Engine: 3.5L V-6 PFDI Gasoline or 3.5L V-6 EcoBoost Gasoline
  2. Direct gasoline injection, dual turbochargers
  3. Transmission: 10 speed automatic with overdrive with select shift.
  4. Drive Train Rear Wheel Driver
  5. Gear Ratio: must provide minimum of 65 mph
- D. Steering and Suspension**
1. OEM Hydraulic Power Rack and Pinion
  2. Front Suspension: Independent MacPherson-Strut
  3. Rear Suspension: Leaf Springs
  4. Shock Absorbers: Heavy Duty Gas
- E. Axles:**
1. Front: To meet GAWR 4130 lbs.
  2. Rear: To Meet GAWR 7275 lbs. Dual Wheels.
  3. Alignment: Successful bidder is responsible for aligning the front axle to within chassis manufacture standards before delivery. A copy of the alignment report must be in the delivery packet.
- F. Electrical**
1. Battery: Dual 12 volt, 70 amp/hr., 610 CCA, maintenance free type
  2. OEM Alternator: 220 AMP
- G. Brakes**
- Power assisted, ABS, Heavy-Duty hydraulic, 4-wheel anti-lock disc.
- H. Driveshaft:**
1. The driveshaft shall be rated and capable of transmitting the torque multiplication of the engine/transmission to the drive wheels. The chassis OEM shall balance the drive shaft.
  2. Drive shaft guard: to prevent drive shaft from hitting the ground, drive shaft guard shall be sized to allow for movement of the U-Joint assemblies.
- H. Fuel System:**
1. Fuel Type: Gasoline
  2. Fuel Tank minimum Capacity of 25 gallons
  3. Fuel Tank Location Mid Ship
- I. Instruments and Controls:**
1. Gauges Include; Speedometer, odometer, engine coolant temp, tachometer, trip odometer, trip computer and engine temperature.
  2. Fuel Gauge: Tank level
  3. Light Indicators: Headlight high beam, park brake "ON", flashing directional signal, emergency flasher, fasten seat belt warning.
  4. Switches: Two speed wiper control w/intermittent feature, Driver dome light.
- J. Air-conditioning:**

1. Factory Ford Air Conditioning, Front and Rear
2. Factory Ford Air Heat, Front and Rear
3. An OEM auxiliary rear heater/air conditioning system with the maximum output capacity available from the chassis manufacture shall be provided.
4. Both systems shall be controlled by switches in the driver's dash

**III. BODY =**

**A. Windows:**

1. **Glass:** Window shall be OEM safety glass and uniformly tinted.
2. **Safety Standards:** All windows including windshield and tinting shall meet all applicable federal and state motor vehicle safety standards.

**B. Audible Back-Up Warning Device**

The Vehicle shall be equipped with an Audible Back-Up Warning Device which shall sound when in reverse. In addition the vehicle will be equipped with a factory reverse sensor system.

**C. Finishing Procedures:**

**If not OEM the following specification must be met**

1. Bare metal components: must be prepped with primer sealer or equal and finished with paint or equal to match chassis
2. Compatibility: Primer and finish must be compatible with one another.

**D. Undercoating:**

Application of undercoating by conversion manufacturer shall not jeopardize corrosion protection warranty issued by the chassis manufacture.

**E. Driver's and Passenger Steps**

1. Driver's step shall be a running board (step) made of expanded steel and be 9" wide by 32" long. The step top should be between 11" and 12" from the ground. It will be mounted securely with a minimum of 4 bolts and a stabilizing arm. Running board shall be black powder coat or Approved Equal.
2. A passenger side running board (step) shall be provided and be of the same construction as the driver's side step. It shall be 9" wide by 85" long and extend rearward from the front wheel well. The step top should be between 11" and 12" from the ground. It will be mounted securely with a minimum of 6 bolts and 2 stabilizing arms. It shall support 500 lbs. at the midpoint.
3. All step will be constructed of 1" X 1" X .083 hot rolled tube with .5" 13 gauge raised expanded metal.
4. The running boards will be prepped with Sherman Williams zinc primer EAS6-C0025. Final black powder coating Sherman William PCT90276 PPG will be applied.

**F. Mirrors**

**1. Interior Mirrors**

For driver's viewing of the passenger compartment, a fully adjustable rear view mirror shall be mounted within easy reach. Mirror Lite 7inch by 10 inch Part Number 62-710.

**IV. INTERIOR**

**A. General Interior**

1. Interior color shall be color-coordinated and complimentary to the van's exterior color. Agencies on this joint procurement may have different color selections which should be discussed and finalized prior to issuing their purchase orders.
2. All sharp edges and sharp corners shall be eliminated; any fastenings or other objects that can catch a passenger's clothing or that can cause injury shall not be permitted. No abrasions, marks, or cuts will be acceptable on any of the interior walls or seats.

**B. Paneling or Trim**

1. Interior trim package shall be OEM. Aftermarket interiors are not acceptable.
2. All rivets, screws, snaps, etc. in paneling shall be counter sunk, pan head, or be designed in such a manner that they do not snag clothing or skin as the vehicle occupants move about in the van. All interior panels, materials, and treatments shall meet all FMVSS 302 requirements.

**C. Insulation**

1. The vehicle body shall be fully insulated in the roof and all body panels, including all extended top and bottom door panels to deaden sound and reduce vibrations and heat transfers.
2. A minimum 1-1/2" thick blanket of fiberglass or other fire resistant insulation material for the OEM van heavy duty insulation shall be provided in sidewalls.

**D. Flooring**

1. The Ford Transit floor will be re-enforced with 14 gauge still running the entire length and width of the vehicle. The 14 gauge steel floor shall also incorporate a 90 degree angle and run up the side wall to incorporate the entire floor and body for additional floor re-enforcement.
2. Uni-strut seat track shall be welded to the 14 gauge steel plate for the use of track seating. Documented in vehicle pull testing is required with the bid submission.
3. The subflooring shall be a minimum of 3/4" thick marine grade plywood securely fastened to the understructure. All overcuts and indentations shall be filled, all edges, cutouts, and/or notches shall be properly sealed. The subfloor shall be sanded smooth to ensure a proper bonding of the vinyl flooring.
4. A black transit slip resistant vinyl floor material will be applied with a minimum thickness of 1.8 millimeters minimum.
5. Examples: Altro or Gerfloor or Approved Equal.
6. There shall be no bubbles or blisters in the floor covering.

**E. Floor Plan and Seating Capacity**

1. See attached floorplan (extended floor plan, 6 PAX, 2 W/C with side Wheel Chair lift) for details on placement preferred by the District. Other Transit Districts may prefer a different floorplan and shall decide at the time of ordering if different from this layout.
2. Passenger seats shall be arranged such that the unobstructed hip-to-knee room, measured at seat level for each seated passenger, shall not be less than 26".
3. All seats must be alike behind the "B" pillar, no mismatched seats will be accepted.

**F. Passenger Restraint System**

1. In vehicle seat pull testing results must be supplied with each bid.
2. Shoulder restraints systems and retractors shall be provided on seats as required by applicable FMVSS regulations. Seat belts shall be integrated into seating provided or securely attached to OEM locations provided by the vehicle manufacture.
3. Each vehicle will be equipped with (2) 12" seat belt extenders.

**V. CONVERSION SPECIFICATIONS:**

**A. Conversion/Modifier Requirements**

Vehicle modifier or conversion company must be certified by the chassis mfr. to perform the requested work per this bid. Example: Ford QVM.

**B. Transit Vehicle Manufacturer**

Converter must be listed by the Federal Transit Administration as a qualified TVM program manufacturer.

**C. Production Requirements:**

Successful vendor must be able to complete and delivery vehicles in a timely manner.

**D. Electrical**

1. Wiring: SXL copper strand, gauge to meet or exceed the required current load.
2. All non OEM wiring shall be loomed.
3. Clips shall be rubber or plastic coated to prevent cutting thru the wiring insulation.
4. Protective grommets shall be installed where wiring passes through metal.
5. Where wires are extended, no lock wire connectors will be allowed. Insulated stake-on spade terminals or equal shall be used.

**E. Body**

The body must be completely OEM.

**F. Assist Pole:**

A padded stainless steel stanchion bar shall be installed at the side entrance door. The padded bar shall be safety yellow in color. Stanchion shall be mounted to the floor and to the "B" pillar in a structural member.

**G. Seating and Interior Items**

1. Freedman 3 point Go-ES seats shall be used with a Uni-strut track seating system or approved equal. Certified in-vehicle pull test must be submitted with the bid proposal specifications apply:
2. Driver's seat: chassis manufactures high back bucket seats.
3. The passenger seat in the front of the vehicle will be removed and replaced with a storage rack manufactured of 1.25" stainless steel tubing 36" X 22". The storage rack must have a 3/4" carpeted floor. The factory rear heater will be relocated to the rear of the van when the passenger seat is removed.
4. All seats rearward of the "B" pillar shall be forward facing. Each seat position shall be a minimum of 16" wide and 17" deep 3pt seat. Example: Freedman GO-ES fixed or a forward facing 3PT Fold-A-Way seat.
5. All seats: A minimum of 26" hip to knee room shall be provided. Grey 36 oz. Transportation grade vinyl. All metal components shall be powder coated and capable of meeting the following tests:
6. Salt spray 1000 hrs.
7. ASTM DL 17 humidity resistance 1000 hrs.
8. ASTM D2247 Impact resistance 1000 hrs.
9. ASTM D2794
10. All seats rear of the "B" pillar must match OEM seat combined with the Freedman Go-ES 3PT seat.
11. Removable seats will not be acceptable all seat must be securely fastened without the aid of plates drilled through the factory floor structure.
12. Smart Floor and Abilitrax modular floor and seats will not be accepted.

**H. Interior Lighting**

1. Vehicle interior shall be illuminated by using factory dome lights.
2. Lighting fixtures shall be controlled by the chassis OEM lighting switch.
3. Opening any door shall automatically illuminate interior as long as the doors are open.

**I. Wheelchair Lift**

***A Braun Century II model (NCL919IB-2) wheelchair lift (or equal)***

shall be installed in the side door and shall conform with all National Highway Traffic Safety Administration (NHTSA) regulations as well as the specifications as outlined in FMVSS 404, and the ADA regulations Part 38, Subpart B - Buses, Vans and Systems, 38.23 Mobility Aid Accessibility. (b) Vehicle Lift - pages 45757 - 45758.

The lift assembly shall safely accommodate a minimum load of 800 pounds with a platform width of no less than 34" and a platform length of no less than 51". Lift shall be equipped with a manual back-up system to permit lift to be raised or lowered manually in event of power failure or emergency. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions. The power operation of the hydraulic cylinders shall be of a pull-type design. A passenger handrail shall be provided on both

sides of lift platform. The hand held control is required and shall feature illuminated controls. Lift must feature both an outboard barrier plate (OB) and an inboard barrier plate (IB). OB must be spring loaded rather than hydraulic. Lift must feature functionality that prevents folding when occupied by 50 pounds or more. Lift must interface with specified interlock. Unit must feature a bridging switch or mechanism to handle curb loading. Unit must have a threshold detection feature to insure warning if door threshold is occupied. Unit must feature a minimum floor to ground travel at least 2" greater than that required to reach level ground from an unloaded vehicle. The platform shall be a see through grate design and be made of steel. Unit must be fully powder coated to avoid corrosion. Unit must have high conspicuity tape applied to the platform side plates. The unit must be fully compliant with FMVSS 403 as amended. All lighting provided to meet FMVSS 404 shall be a part of the lift assembly and may not be added lighting.

The lift must feature a parts and labor warranty for a minimum of three (3) years with hydraulic components warranted for a minimum of five (5) years.

**J. Side Wheelchair lift application:**

Vehicles with a side wheelchair lift application shall incorporate the dual entry "Shift-N-Step" mounting system and must comply with the following;

1. ADA Complaint
2. Comply with FMVSS 403 and FMVSS 404
3. Braun Century Lift 34" x51" rear mounted Raised Pump
4. Must have a manual back up system
5. Shift n Step Photo Electric Eye Safety Feature
6. Transmission / Park Brake Interlock System
7. Accommodated a 34" wide wheelchair lift platform.
8. 30" Ambulatory entry
9. Bolt in design with no structural modifications
10. Grab Bar for Left Hand Ambulatory
11. Right Hand Ambulatory Entrance, B Pillar Shift n Step Grab bar
12. Ambulatory Entrance Bus Step, 30" wide, for Shift n Step Dual Access System
13. ADA Retractable Secure Lift Belt

**K. Wheelchair Tie Downs – Prefer Slide-N-Click system with under the seat holding bracket for 4 Q-Strait**

1. Q-Strait QRT 360 and meet WC18 standards
2. QRT-360 must comply with both SAE J2249 and WC18 require that WTORS provide a method, independent of the occupant restraint system, for effectively securing wheelchairs in a 30-mph frontal crash. A three-point, lap-shoulder belt restraint system must also be provided to reduce occupant movement and prevent ejection from the vehicle, thereby reducing the chance of injury in a frontal crash from occupant contact with the vehicle interior, with other vehicle occupants, or with objects outside of the vehicle.

**VI. ADDITIONAL EQUIPMENT**

**A. Emergency and Safety Equipment**

The bus shall be equipped with the following emergency equipment:

- 1 10lb. ABC rated fire extinguisher
- 2 24 unit first aid kit
- 3 Body fluid cleanup kit
- 4 Belt cutters for wheelchairs belts
- 5 Triangular hazard kit
- 6 Rubber wheel chock blocks. (optional)
- 7 Small Plastic Bucket to hold Wheelchair Restraints. – Not needed if we have the under the seat holding bracket for the restraints mentioned above. (Item K of section V Conversion.)

- 8 Driver Airbags - (Passenger Air Bag not needed, as no passenger seat is needed.)
- 9 OEM tire changing tools & jack shall be provided and mounted.
- 10 All parts shall be new. All necessary servicing and adjustments shall be made on the equipment prior to delivery of the vehicle. All exposed metal surfaces shall be painted or shall be corrosion-resistant
- 11 In addition to these specifications, all related equipment shall be designed, built, attached and operated in accordance with all applicable safety codes and design standards including the following:
  - a. Society of Automotive Engineers (SEA) (electrical components and wiring, hydraulic components, fasteners)
  - b. American National Standards Institute (Chain drive and wire rope components)
  - c. American Welding Society (Welding code and recommended practices)
  - d. Federal Motor Vehicle Safety Standards (FMVSS)

## VII. OPTIONS

Agency options that may be purchased and paid for in full for the entire price, or the difference in price from the standard option, by the agency for each vehicle

- Additional logos, or modified paint scheme above and beyond the standard striping package
- Different seating than specified. All optional seating must meet all applicable requirements of ADA, State and Federal Regulations and must not in any case reduce the clear aisle width. All passenger seats must meet the flammability requirements specified.
- Different driver seating than specified
- Different wheelchair lift than specified must meet ADA requirements
- Wheelchair lift for vehicles rear curbside
- Hanover or Axion or Luminator/Twinvision or approved equal destination signs
- Fareboxes
- Automatic Tire Chain System such as On Spot chains or approved equal
- Include all the necessary pre-wiring to install a two-way radio, not including the radio and antenna. (This includes power, ground wires and coaxial cable to the area of the driver's compartment where the two way radio can be installed).
- Low Floor Vehicle
- **Vehicle Cameras (Interior and Exterior), 6-channel HD Video Surveillance System, and All Required Wiring**
  - 1.) Seon HD1Q Series Low-Profile Dome Camera (installed in vehicle interior) or approved equal. Four (4) cameras of this type shall be installed per vehicle. Cameras must be able to be removed and used in other vehicles.
- Minimum Video Requirements
  - The camera shall provide a video stream of 1280x720 pixels (720p). A video stream of a lower resolution is not acceptable.

- The camera shall have a 1.3 MP sensor.
- The camera shall be available in a model with IR illuminators
- The camera shall have 0.1 lux light sensitivity at F2.0 when the IR illuminators are off to produce a color image, and 0.0 lux with IR illumination on for a bright black and white image, to enable viewing of objects and people in complete darkness.
- The camera shall have a true day night feature that is supported by an IR cut filter.
- The camera shall include 12 IR illuminators that automatically switch on or off depending on the surrounding illumination level.
- The camera shall have a foam or rubber boot around the lens to prevent internal reflections from the infrared LEDs from entering the image sensor. Reflections of the IR LEDs in the video image is not acceptable.
- The camera shall have an electronic iris that operates from 1/30 to 1/50,000 of a second, to provide proper exposure at all light levels.
- The camera shall have an automatic gain control circuit (AGC) to provide proper video levels at low light levels.
- The camera shall have backlight compensation control that can be turned ON or OFF in order to compensate the exposure of the camera for strongly backlit scenes.
- The camera shall have Wide Dynamic Range (WDR) that can be turned ON or OFF.
- The camera shall support at least the following lenses: 2.9 mm, 3.6 mm, 6.0 mm to support a plurality of field of views from wide angle to telephoto.
- The camera shall have a microphone.
- Minimum Mechanical Requirements
  - The camera shall be designed such that all components are self-contained within a single, vandal-proof enclosure manufactured from solid aluminum alloy for maximum vandal resistance. Two-piece camera assemblies that allow for the redirection of the field of view (aim) external of the camera will not be accepted.
  - The camera shall have a vandal proof dome, which shall be made of impact-resistant polycarbonate. Other materials that are not vandal proof are not acceptable.
  - The camera must have an adjustable lens bracket with 360 degree rotate, 360 degree pan and 70 degree tilt in order to produce a vertically erect image, whether the camera is mounted on a horizontal surface, a vertical surface or angled or curved surface. An image that is not vertically erect on all mounting surfaces and mounting angles is not acceptable.
  - The camera must use 3 screws to mount the camera to its installation surface.
  - The camera must use 3 captive locking security screws to fasten the housing. The use of nonsecurity screws that are not captive is not acceptable.
  - The camera must be flush mountable to the mounting surface, such that the electrical cable connecting the dome camera to the recorder remains concealed to prevent tampering with the camera or the video signal. Any camera assembly that is not capable of being mounted flush to the surface and/or any designs utilizing a U-Bracket type of mount will not be accepted.
  - The camera shall weigh no more than 0.52 lbs (240 g).
  - The camera must have dimensions no larger than the 3.74 x 3.74 x 2.64 inches (95 x 95 x 67 mm).

#### Minimum Electrical Requirements for Cameras

- The camera shall operate over a range of input voltage of 12V DC  $\pm$  10%
- The camera must have a single positive locking over molded connector for power, video and audio. The connector should positively lock to the wiring harness when the connectors are pushed together, without the need for a secondary locking action, such as twisting or turning. This connector must not disconnect from the connected wiring harness as a result of vibration.
- The camera shall operate over a temperature range of -4°F to 122°F (-20° C to 50°C) and have an environmental rating of IP54 or better.

- The camera shall have a 3 year warranty.

2.) Seon HD1 Series Weatherproof Wedge Camera (installed on exterior of vehicle) or approved equal. One (1) camera of this type shall be installed per vehicle. Cameras must be able to be removed and used in other vehicles.

- Minimum Video Requirements

- The camera shall have 720p resolution (30fps) for a sharp image. A lower resolution imager is not acceptable.
- The camera shall have a 1MP sensor.
- The camera shall have IR illuminators for low light conditions.
- The camera shall have a true day night feature that is supported by an IR cut filter.
- The camera shall have 0.7 lux light sensitivity at F2.0 when the IR illuminators are off to produce a color image, and 0.0 lux with IR illumination on for a bright black and white image, to enable viewing of objects and people in complete darkness
- The camera shall include 4 high efficiency IR illuminators, and automatically switch to black and white at low illumination levels. The 4 IR LED illuminators shall be controllable via menu setting.
- A camera that cannot adjust its IR light output is not acceptable.
- The camera shall have a rubber boot around the lens to prevent internal reflections from the infrared LEDs from entering the image sensor. Reflections of the IR LEDs in the video image is not acceptable.
- The camera shall have an electronic iris that operates from 1/60 to 1/30,000 of a second, to provide proper exposure at all light levels. The camera shall have an automatic gain control circuit (AGC) to provide proper video levels at low light levels.
- The camera shall provide a video signal with a signal to noise ratio greater than 50 dB. The camera shall have an automatic gain control circuit (AGC) to provide proper video levels at low light levels.
- The camera must have backlight compensation control that can be turned ON or OFF in order to compensate the exposure of the camera for strongly backlit scenes.
- The camera shall support at least the following lenses: 2.8 mm, 3.6 mm, 6mm, 16mm and 25mm to support a plurality of field of views from wide angle to telephoto.

- Minimum Mechanical Requirements

- The camera shall be designed such that all components are self-contained within a single, vandal-proof enclosure manufactured from solid powder coated aluminum alloy for maximum vandal resistance. Two-piece camera assemblies that allow for the redirection of the field of view (aim) external of the camera will not be accepted.
- The camera shall have a vandal proof window, which shall be made of impact-resistant polycarbonate, having an anti-glare, scratch-resistant, hard coating, that is UV protected. Other materials that are not vandal proof are not acceptable.
- The camera must have an adjustable lens bracket with 360 degree rotate, 7.5 degree pan and 37.5 degree tilt in order to produce a vertically erect image, whether the camera is mounted on a horizontal surface, a vertical surface or angled or curved surface. An image that is not vertically erect on all mounting surfaces and mounting angles is not acceptable.
- The camera must use 3 screws to mount the camera to its installation surface. The mounting screws must be external to the volume housing the electronics of the camera to prevent moisture ingress. Mounting screws on the inside of the camera body will not be acceptable.
- The camera must use 4 captive locking security screws to fasten the housing. The use of nonsecurity screws that are not captive is not acceptable.
- The camera must be flush mountable to the mounting surface, such that the electrical cable connecting the dome camera to the recorder remains concealed to prevent



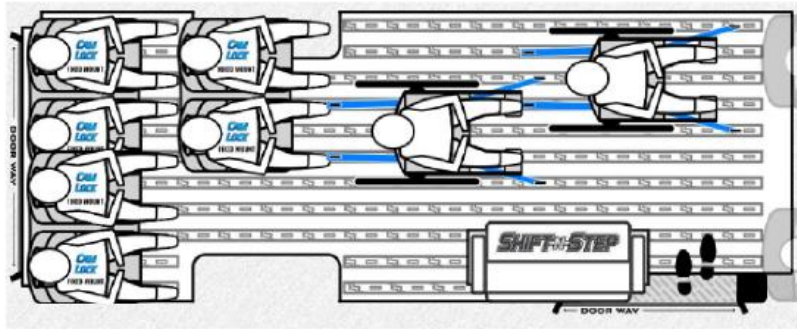
tampering with the camera or the video signal. Any camera assembly that is not capable of being mounted flush to the surface and/or any designs utilizing a U-Bracket type of mount will not be accepted.

- The camera shall weigh less than 1.3 lbs (0.56 kg).
- The camera must have dimensions no larger than the 3.45 x 5.16 x 3 inches (88 x 131 x 77 mm).
- Electrical Requirements
  - The camera assembly shall be equipped with connector providing a local NTSC video output in order to facilitate the connection of a video monitor that can be used for aiming the camera, making any adjustments to the lens focus and troubleshooting. Cameras not equipped with the ability to connect directly to a monitor at the local installation point will not be accepted.
  - The camera shall operate over a range of input voltage from 9VDC to 14VDC and consumes less than 5W.
  - The camera must have a single positive locking over molded connector for power, video and audio. The connector should positively lock to the wiring harness when the connectors are pushed together, without the need for a secondary locking action, such as twisting or turning. This connector must not disconnect from the connected wiring harness as a result of vibration.
  - The camera shall operate over a temperature range of -40°F to 122°F (-40° C to 50°C) and have an environmental rating of IP67 or better.
  - The camera shall have a 3-year warranty.

3.) Seon TH6 – 6-channel HD Video Surveillance System or approved equal. One (1) DVR of this type shall be installed per vehicle. DVR must be able to be removed and used in other vehicles.

- Digital Video Recorder (DVR) — Minimum Video Requirements
  - The DVR must record 6 independent channels of video simultaneously, switching systems are not acceptable.
  - The DVR must be capable of recording 1080p @ 15 FPS per channel on all 6 channels of video simultaneously in the primary stream.
  - The DVR must be capable of recording @ 5 FPS per channel on all 6 channels of video simultaneously in the secondary stream (360X240).
  - The DVR must support recording of all cameras at least 4 different quality settings, each quality setting affecting the level of compression applied to the video and the resulting amount of data required to store the video on the hard drive.
  - The DVR must support recording of video using H.264 compression.
  - The DVR must support recording of at least 6 channels of audio.
  - The DVR must support repeat recording and have the ability to enable or disable this function, when enabled, the recording will be overwritten once the hard drive is full, when disabled the recording will stop when the hard drive is full.
  - The DVR must support the ability to delay the start of recording after the ignition is turned on, up to one hour.
  - The DVR must support the ability to continue recording up to one hour after the ignition is turned off. This time must be able to be adjusted.
  - The DVR must support the ability to remain powered on, up to 4 hours after the ignition is turned off. This time must be able to be adjusted.
  - The DVR must be able to detect and report video loss from any of the 6 cameras.
  - The DVR must be able to control the Infrared setting of the cameras (via CoC – Control over Coax).
  - The DVR must be able to stay on for up to 7 secs to complete recording after a sudden power loss during an accident.

Preferred GHTD Vehicle Layout



6 Ambulatory  
2 Wheelchairs