



**REQUEST FOR PROPOSAL  
GHTD RFP #04-021**

**CONVERTED WHEELCHAIR  
ACCESSIBLE VEHICLES**

**August 26, 2020**



## **RFP KEY INFORMATION SUMMARY SHEET**

<b>Request for Proposals:</b>	Converted Wheelchair Accessible Vehicles
<b>Solicitation Number:</b>	RFP #04-021
<b>RFP Issue Date:</b>	August 26, 2020
<b>RFP Issuing Office:</b>	Greater Hartford Transit District
<b>Procurement Officer:</b>	LaShaunda Drake Procurement and Contract Coordinator Greater Hartford Transit District One Union Place Hartford, CT 06103 Phone: (860) 380-2012 Email: <a href="mailto:ldrake@ghtd.org">ldrake@ghtd.org</a>
<b>Proposal to be sent to:</b>	Greater Hartford Transit District One Union Place Hartford, CT 06103 Attn: LaShaunda Drake
<b>Pre-Proposal Conference:</b>	September 10, 2020 at 10:00 AM Local Time Web Meeting via GoToMeeting <a href="https://global.gotomeeting.com/join/805140781">https://global.gotomeeting.com/join/805140781</a> You can also dial in using your phone. United States: +1 (571) 317-3112 Access Code: 805-140-781
<b>Approved Equal Request Deadline:</b>	Sept 16, 2020; 12:00 PM Local Time
<b>Inquiries Deadline:</b>	Sept 16, 2020; 12:00 PM Local Time
<b>Proposal Due Date and Time:</b>	Oct 1, 2020 at 2:30 PM Local Time



## NOTICE

### REQUEST FOR PROPOSALS GHTD RFP #04-021 CONVERTED WHEELCHAIR ACCESSIBLE VEHICLES

The Greater Hartford Transit District (the "District"), Hartford, Connecticut, is seeking responses from qualified firms for the Purchase and Delivery of six (6) New Converted Wheelchair Accessible Vehicles for the accessible taxi program funded through the New Freedom Initiative 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). Documents will also be posted at the District's website:

[www.hartfordtransit.org](http://www.hartfordtransit.org) and the DAS State Contracting Portal:  
[https://biznet.ct.gov/SCP\\_Search/default.aspx?Src=CISplash](https://biznet.ct.gov/SCP_Search/default.aspx?Src=CISplash)

**A pre-proposal conference will be held September 10, 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 Thursday, October 1, 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**

## **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 six (6) converted wheelchair accessible vehicles to be used in taxi service in accordance with the terms and conditions set forth in RFP #04-021. The Contract for each order placed using this procurement shall be a firm-fixed price Contract.

The specifics of the requirements, 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.

## **SUBMISSION OF PROPOSALS**

Proposers shall submit four (4) identical hard copies and one (1) electronic copy of the Technical Proposal and the same quantities of separate Cost Proposals before 2:30 p.m. on Thursday, October 1, 2020 to:

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

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.

## **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 Wednesday, September 16, 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.

## **PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will be held by the District on **Thursday, September 10, 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/805140781>

You can also dial in using your phone.

United States: +1 (571) 317-3112

Access Code: 805-140-781

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.

## **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.

## **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 wheelchair accessible 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.

## **FEDERAL GRANT REQUIREMENTS**



Contractor must comply with Federal Grant Terms and Conditions (**Exhibit A**). Vehicles purchased as a result of this RFP must meet Buy America requirements as described in Exhibit A.

## **STATE GRANT REQUIREMENTS**

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

## **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.

## **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.

### **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.

### **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 privities of contract with the District, or subjecting the District to liability of any kind to any subcontractor.

### **PROCUREMENT AND APPEALS PROCESS**

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

### **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.

## **VALIDITY OF PROPOSALS**

Proposers agree that their proposals remain valid for a period of a ninety (90) 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 information) and cost proposal 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.

## **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.

## **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.

## **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.

## **INSURANCE REQUIREMENTS**

The Proposer will be required to carry, for the term of the Contract and any amendment thereto, for the services performed under the terms of the Contract and those performed for the Proposer by its sub Proposers, the following minimum insurance coverage.

Copies of all insurance certificates shall be supplied to the District prior to the commencement of service. This insurance will protect the Proposer, the District and the Consortium from claims that may arise from the successful Proposer acts or omissions.

### **A. Commercial General Liability**

The Proposer shall carry Commercial General Liability Insurance, including premises/operations; contractual liability; personal injury; products/completed operations; property damage, providing for a per occurrence limit of One Million Dollars (\$1,000,000) 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, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) 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 during the policy period.

### **B. Workers' Compensation Insurance**

With respect to all services the Proposer performs and all those performed for the Proposer by its sub Proposers, the Proposer and sub Proposer(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.

### **C. Business Automobile Insurance**

The Proposer 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: One Million Dollars (\$1,000,000) 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.

### **D. Indemnification and Hold Harmless**

To the fullest extent permitted by law, the Proposer shall indemnify, defend and hold harmless the District and its respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Proposer's Work under the Contract whether such claim, damage, demand, loss or expense 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 there from;

but only to the extent attributable to the negligence of the Proposer or any entity for which it is legally responsible or vicariously liable and; regardless whether the claim is presented by an employee of Proposer. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Proposer 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 Proposer under any workers' compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Proposer. This indemnification shall survive the completion of the Work or the termination of the Contract.

#### **E. Certificate of Insurance**

In conjunction with the above, the Proposer agrees to furnish to the District a Certificate of Insurance fully executed by an insurance company or companies satisfactory to the District/State for the insurance policy or policies required hereinabove which policy or policies shall be in accordance with terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy (ies) shall be indicated on the certificate. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

All such insurance coverage shall name the District as an additional insured, provide a waiver of subrogation and such insurance shall be primary and non-contributory. Such insurance shall protect the District and the State of Connecticut against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of the project equipment for the purposes of this program and for any other purpose. No project equipment shall be delivered to the Proposer, or operated by the Proposer until the Proposer has submitted a certificate of insurance to the District naming the District and the State of Connecticut as additional insured and indicating that all policies contain a waiver of subrogation and that such insurance is primary and non-contributory, as well as and indicating that the other insurance requirements of this Section are satisfied. Prior to the termination or lapse of any such insurance coverage, the Proposer shall submit a similar additional certificate of insurance to the District.

Proposer's failure to procure or maintain required insurance will constitute a material breach of the Contract.

#### **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.

## **REQUEST FOR APPROVED EQUALS**

### **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 Wednesday, September 16, 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.

### **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. See **Exhibit D** for Approved Equal Form. Requests for approved equals must be received by the District in writing by **noon on Wednesday, September 16, 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.

## **ATTACHED EXHIBITS**

The following exhibits are included in this RFP package:

**A. Federally Required Contract Clauses**

**B. State Grant Requirements**

**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. Vehicle Specifications**

## SECTION II - TECHNICAL

### BACKGROUND

The Greater Hartford Transit District ("The District") is seeking a firm to provide six (6) New Converted Wheelchair Accessible Vehicles. These vehicles will be used by M7, West Haven CT, for an accessible taxi service. Funding for the purchase is provided in part with Federal Transportation Administration funds that are designated for programs that go beyond the requirements of ADA.

Accessibility for wheel chair passengers shall be provided by a rear entry door and ramp. Proposers may submit proposals and pricing for one or both types of vehicles. The District expect to purchase a total of six (6) vehicles; one (1) Ford Transit-Type Van and five (5) Dodge Grand Caravan SE minivans (brand names or approved equals.)

**Exhibit H** lists all the vehicle specifications which are the minimum requirements for the vehicles, which shall be converted to meet all ADA/CSA standards for transportation of passengers in wheelchairs.

The vehicles must be converted to meet all ADA standards. Please refer to the ADA Accessibility Guidelines for Transportation vehicles. Part 38 at the link below.

<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/ada-regulations>

Federal Docket 90-A, Recommended Fire Safety Practices for Transit Bus and Van Materials Selection applies to this RFP and the vehicles the District is looking to purchase in this procurement. Docket 90-A is required as the level of flammability required. This information can be found at:

[https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/fr58\\_201\\_0.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/fr58_201_0.pdf).

Any items omitted from the specifications which are clearly necessary for the successful purchase and conversion of these vehicles shall be considered a portion of the services, although not directly named in these specifications.



## **SECTION III - PROPOSAL CONTENT**

### **SUBMISSION REQUIREMENTS**

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

Four (4) identical hard copies and one (1) electronic copy of the Technical Proposal shall be enclosed in a sealed envelope and clearly marked "TECHNICAL PROPOSAL: CONVERTED WHEELCHAIR ACCESSIBLE VEHICLES" on the front thereon. The Respondent's complete return address must be included on the envelope.

Four (4) 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: CONVERTED WHEELCHAIR ACCESSIBLE 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: CONVERTED WHEELCHAIR ACCESSIBLE 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 20 - 8 ½ X 11 sheets or 40 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

Proposers MUST use the attached Cost Proposal Sheets. The District will not accept other Cost Proposal Sheets.

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.

### **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:

**Cover Letter**

The cover letter shall state the Proposer's name and summarize the main qualifications of the firm.

**Description of Proposed Vehicle**

Describe the proposed vehicle indicating how it meets the technical specifications. Include the following information:

Manufacturer

Model year

Model name

Vehicle accessories, including any additional vehicle accessories or driver convenience package, which will be included on these vehicles

Warranty coverage, including manufacturer's warranty, conversion warranty, corrosion warranty and any options for extended warranties.

Floor plan of vehicle

Any and all exceptions to the technical specifications must be noted

Delivery Schedule

**Experience**

Provide a description of the firm's experience in similar conversion projects and qualifications of individual/firm and any proposed subcontractors to perform these services. Include a description of the firm's quality control management.

**General Information Form and Certifications**

Complete all the forms and certifications included with this RFP **(Exhibits D & F)**.

**References**

Include references from three similar conversion projects undertaken. References must include name of reference, contact person, telephone number, contract cost, and description of contract work.

**ADA Compliance:** Include a declaration of ADA Compliance

**Altoona Test:** Include a copy of Altoona test certification results.

**Financial statement**

A statement indicating financial stability and capability to obtain resources to fully comply with all warranty and other obligations.

**Cost Worksheet**

The completed attached cost worksheet describing the proposed vehicle to be converted and accompanying accessories, along with the dealer's information must be submitted.

Do not use your own cost form.

## **SECTION IV - PROPOSAL EVALUATION**

### **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 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.

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

## **TECHNICAL EVALUATION CRITERIA**

Proposals will be evaluated using the following principal selection criteria:

### **Maximum Possible Technical Points = 65 points**

#### **Product Design and Performance 45 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. The evaluation committee will evaluate adherence to the technical specifications, warranty provided, and delivery schedule. The number and significance of the requested deviations from the technical specifications will impact the final point determination of this section.

#### **Proposer's Experience and Qualifications 20 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.

## **COST PROPOSAL EVALUATION**

As described below, the proposed cost as submitted by the Proposer on the District's Cost Proposal Form provided herewith as Exhibit F will be assigned a maximum of 35 points. The Contractor is **required** to use Exhibit F, without alteration, for submittal of their Cost Proposal. **Please DO NOT use your own forms.**

#### **Cost Proposal Criteria 35 points**

The cost will be evaluated in the following manner:

The lowest Cost Proposal will receive 35 points. All other proposals will receive between 1 to less than 35 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 (35 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.

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:

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.

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.

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.

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:

Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and

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.

Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.

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**

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.

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)).

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. 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.

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.

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 shall 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: \_\_\_\_\_

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: \_\_\_\_\_

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 Quotes. The stated Proposal shall be firm for 90 days from the due date for this Proposal.

The Contractor 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 M7's West Haven, 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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\_\_\_\_\_  
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 the proposals. One form for each request.*

\_\_\_\_\_  
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 in **Section III**, 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:

Cover Letter of Introduction

Table of Contents

Proposers Capability, Experience, and Qualifications

Most recent audited financial statement

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

General Information Form

Service Parts and Delivery

Recent Delivery Listing

Acknowledgement of Addenda

Request for Approved Equals

Certificate of Eligibility

Certificate on Non-Collusion

Certificate of Restrictions on Lobbying

Certification of Government-Wide Nonprocurement Suspension and Debarment

Buy America Certificate

Pre-Award and Post Delivery Audit

Certificate for Disadvantaged Business Enterprises

Subcontractor/Disadvantaged Business Enterprise Form

Certificate of Compliance Federal Motor Vehicle Safety Standards (FMVSS)

Compliance with FMVSS and Pollution Certificate

Certificate of Compliance with Vehicle Testing Requirement

Transit Vehicle Manufacturer's (TVM) Certification

Vehicle Information Questionnaire

Pricing Form

Warranty Summary

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 statutes 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 FORM**

## COST PROPOSAL

**The Proposer shall use this form for submission of its cost proposal. One form may be used for each vehicle type.**

The District is exempt from the payment of state tax and federal excise and transportation taxes; such taxes must not be included in proposed prices. The District will furnish appropriate exemption certificates.

Dealership: \_\_\_\_\_

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

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

Model Year: \_\_\_\_\_

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

Rear Accessible Entrance: \_\_\_\_\_

Standard Features Price: \_\_\_\_\_

Conversion Price: \_\_\_\_\_

Delivery Price: \_\_\_\_\_

**Vehicle Options/Accessories, list Specific Item**

**Price**

_____	_____
_____	_____
_____	_____
_____	_____

**Warranty Coverage:**

**Duration**

**Price**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of Proposer: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

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

## **EXHIBIT H – VEHICLE SPECIFICATIONS**

**ADA Compliant Lowered-Floor RE Minivan (Dodge Grand Caravan SE)**  
**Or Approved Equal**

Capacity: This minivan shall be capable of carrying in one trip at least four (4) ambulatory adult forward-facing seated passengers and one (1) passenger seated in mobility aids, in addition to the driver. This minivan shall be made ADA compliant through a modification whereby the vehicle floor area is cut at the C Pillar of the vehicle and extends all the way to the rear hatch and is lowered to meet minimum ADA door opening height requirement (56"). There shall be no modification to any portion of the vehicle roof in meeting the ADA door opening height requirement. A 32" usable clear width manual, mobility aid ramp is to be mounted vertically and inboard of the rear hatch door and can be stowed horizontally flush against the floor when not in use, and one (1) mobility aid position will be provided.

The vehicles must be converted to meet all ADA standards. Please refer to the ADA Accessibility Guidelines for Transportation vehicles. Part 38 at the link below.

<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/ada-regulations>

Federal Docket 90-A, Recommended Fire Safety Practices for Transit Bus and Van Materials Selection applies to this RFP and the vehicles the District is looking to purchase in this procurement. Docket 90-A is required as the level of flammability required. This information can be found at: [https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/fr58\\_201\\_0.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/fr58_201_0.pdf).

Chassis: The model shall be a 2019 Dodge Grand Caravan SE (or approved equal.)

- Engine: 3.6 L, V-6, gasoline engine with electronic fuel injection.
- Stereo: Stereo shall be OEM AM/FM stereo with CD and MP3 with factory installed speakers.
- Transmission: 6-speed automatic, electronically controlled with overdrive
- Radiator and Cooling system: OEM Standard, with coolant recovery system factory installed; 50-50 mixture of factory specified antifreeze and water.
- Brakes: The vehicle shall be equipped with 4-wheel disc brakes and a factory Anti-Lock Brake System. Parking Brake: The vehicle shall be equipped with the factory OEM parking brake assemblies and dash warning light.
- Tilt Wheel, Cruise control and Power Steering: The vehicle shall be provided with an OEM tilt steering wheel, cruise control, and OEM power steering.
- Wheelbase: The minivan shall have a 121" minimum wheelbase.
- GVWR: The chassis shall offer a minimum GVWR of 6050#. The vehicle as converted shall not exceed the OEM chassis GVWR with 6 passengers.

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

Fuel Tank: The fuel tank will have a minimum capacity of 17 gallon. Tank, fuel lines, and hardware must meet all current FMVSS, including FMVSS 301, as well as all current CARB and EPA requirements and must be OEM equivalent in connection types, etc. The use of worm clamps is limited to that of the OEM. Tank shall be calibrated with the OEM dash fuel gauge.

Suspension: The rear suspension shall incorporate a hydraulic suspension system capable of providing load leveling and height control to meet ADA requirements and for improved ground clearance. Vertical damping of the suspension shall be accomplished by OEM shock absorbers that shall maintain their effectiveness for at least standard OEM warranty period without repairs in normal service. Rear suspension components shall be the heaviest duty OEM equipment available.

Suspension system components shall be matched and tuned to provide maximum load capacity, ride quality, stability, and desirable steering and handling characteristics.

Wheels: The minivan shall be equipped with four (4) Stamped Steel wheels with Painted Bolt-on Wheel Covers, 16" minimum, and an OEM spare tire. Aluminum wheels are acceptable if steel wheels are not available for the OEM on the chassis model specified. Tires shall be steel belted radials, as provided by the OEM for the chassis specified. The spare tire shall mount inside the vehicle and be secured with an easily accessible carrier. Tire changing equipment, as provided by the OEM, shall include a jack of sufficient strength/capacity, and other tools necessary for changing the mounted tires, shall be stored in a compartment/container within the vehicle.

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

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

Alternator: Alternator shall be factory installed, heaviest duty available (160 amp minimum).

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

Interior Lighting: Overhead lighting shall be installed in the rear hatch of the vehicle that provides not less than two foot-candles of illumination at the entrance area. This system shall illuminate automatically when the vehicle doors are open. All accessory vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B.

Body Specifications: Conversion of a minivan by modifying the existing sidewalls and floor shall require the construction that maintains OEM structural equivalent. All metal components that are added shall be welded by qualified operators and made corrosion resistant through suitable primer

application and the use of undercoating.

**Interior Height:** Conversion shall provide a minimum clearance of 57" at the vehicle center of the interior roof.

**Body Length:** Chassis shall not exceed 202.5" in length.

**Paint:** The basic vehicle factory color shall be OEM standard white, with other available OEM factory colors optional upon request.

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

**Passenger Doors and Stepwells:** The minivan shall have standard OEM driver and passenger front and sliding doors; and one manually operated mobility aid accessible rear door. The manual rear mobility aid accessible entry door shall offer a minimum opening height of 56", a minimum usable ramp width of 32".

**Door Locks:** Power with child-protection door locks for rear doors.

**Rear Door Emergency Exit:** The rear cargo door shall be provided with a quick release, manual override for opening the door from inside the vehicle capable of opening the door even if the door is locked. The vehicles override device shall be spring loaded and mounted on the inside of the rear door to prevent accidental release.

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

**Flooring:**

**Floor Covering Material:** Commercial grade rubber flooring throughout with Altro flooring on the lowered floor area.

**Floor Assembly:** The lowered floor skin shall be constructed of 14 ga. galvaneal steel. The frame rails shall be made of laser cut and formed 7 ga. steel. The floor shall be lowered from the rear of front row seats to the rear hatch. The width of the floor shall be a minimum of 33 1/4" and minimum usable floor length of 62". Mobility aid restraint tracks and seat locks shall be beveled, with no sharp edges and will protrude no more than 1/4" above floor surface.

**Seats and Grab Handles:** All seats and restraints in the vehicle as specified must comply with current FMVSS standards.

Front Seats: The front passenger seat shall be OEM, matching the driver's seat.

Middle Seats: A 3 Passenger Bench Seat shall be installed and covered with vinyl seating material.

Passenger Restraint: Restraints shall be furnished for all passengers, consisting of shoulder seatbelts and/or lap belts. Each belt shall be equipped with an automatic retractor. Securement devices, both for ambulatory and mobility aid passengers, shall meet all State and Federal Standards.

Grab Handles: Grab handles shall be installed, OEM are acceptable.

Mobility Aid/Occupant Restraint Systems: Each vehicle shall be equipped with one (1) Q-Straint QRTMAX series forward facing mobility aid securement and occupant restraint system. The system shall utilize slide-N-click anchors, capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. All attachment hardware and anchorages shall meet or exceed the 30 mph/20 Impact Test criteria per SAE J2249, 36 CFR Part 1192 and CFR Part 38, and all applicable Federal Motor Vehicle Safety Standards, as amended. Each securement position system shall consist of four (4) adjustable securement strap assemblies that attach to the structural frame of the mobility aid at four separate points and anchor into the track on the vehicle floor at four separate points. Each securement system shall have a corresponding occupant restraint system. The occupant restraint system shall consist of an adjustable lap and a shoulder belt and shall meet all applicable Federal Motor Vehicle Safety Standards.

Mobility Aid Ramp: The vehicle shall be equipped with a manually operated mobility access ramp which stows vertically and deploys through the rear hatch door or capable of being stowed horizontally flush against the floor when not in use. The installed ramp shall not obstruct the view of the driver through any vehicle window. The ramp shall have a minimum usable width of 32" and a slope meeting the requirements of ADA, 49 CFR. The ramp surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the surface greater than 1/4" and shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a rated capacity of 1,000 lbs, with a safety factor of at least three (3) based on the ultimate strength of the material. Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off of the ramp edge.

Control Interlock: The ramp door shall be interlocked with the vehicle transmission to ensure the vehicle cannot be shifted out of park while the rear hatch door is ajar.

Backup Alarm: An aftermarket reverse backup alarm will be installed.

Exhaust: The exhaust system shall be aluminized steel or better.

Altoona Bus Testing Report: The converted minivan must have been submitted to the Altoona Bus Test Center for a 4 yr./100,000 mile Surface Transportation and Uniform Relocation Assistance Act (STURAA) test. Testing must have been completed on current body style being converted. A copy of the test report shall be made available to the State upon request.

### Optional Equipment

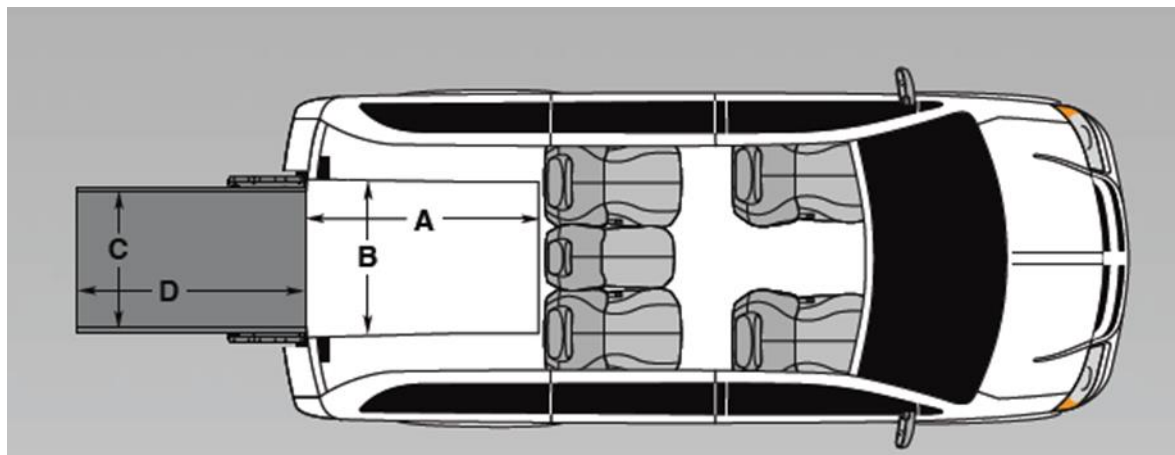
\_\_\_\_\_DOT Package (5# Fire Ext., 10 F.A.K., Triangle Flare Kit, Body Fluid Kit)

\_\_\_\_\_Additional Set of Standard QRTMAX Tie-Downs

\_\_\_\_\_Under Hood Light

\_\_\_\_\_Vinyl Seat Covers for OEM Seats

\_\_\_\_\_QRT-4000 4M front electric locking retractors





# Accessible Ford Transit T350 (Or Approved Equal)

## Chassis

- 2020 Model year Ford Transit T350 XL Wagon Body Model Code X2C (Or approved equal)
- Power group includes power mirrors, power windows,
  - power door locks, and keyless entry
- Oxford white exterior color with Pewter Grey Interior
- Power Sliding Door
- High-Intensity Discharge Headlamps
- Mirrors Short Arm - Power Adjustment Manual Folding, Heated with Turn Signals
- Windows all around
- Standard model trim level & black painted bumpers
- 3.7L TIVCT engine / Flex Fuel capable
- Wheelbase: 148 inches / GVWR 9000# / HT 99.2 inches
- 6 speed Auto overdrive with select shift
- 3.73 regular axle ratio – standard with 50 state emission label
- OEM Interior walls and headliner
- Tires: Five (5) LT235/65Rx16E all season steel belted radials, black wall w/ silver wheel covers
- Instrumentation: speedometer, odometer, oil pressure, water temperature and alternator gauges, tire pressure monitoring system
- Heavy duty service package: transmission cooler, 220 AMP alternator, heavy duty springs and gas shock absorbers
- Dual vinyl bucket seats with driver side and passenger side airbags
- Side Airbags and Safety canopy Curtain Airbags
- OEM Front/Rear air conditioning and heat
- AM/FM stereo w/ digital clock, audio input jack, 4 speakers in front and 2 speakers in rear
- Four (4) wheel anti-lock brake system and power steering with tilt steering column
- Rearview Camera with Trailer hitch assist
- OEM 25 gallon capacity fuel tank located under the vehicle
- AdvanceTrac with Roll Stability Control (RSC)
- Dual Heavy-Duty Batteries

## Conversion

- The Wheelchair lift must be Braun Century NHTSA Compliant Lift or equal, installed in the rear door of the vehicle.
- The Lift shall safely accommodate a payload rated capacity of at least 750 lbs.
- Under-floor areas shall be shielded from the lift platform to prevent injuries.
- Lift shall be installed in accordance with ADA regulations, having a minimum clear floor usable area of no less than 34 inches by no less than 51 inches in length.
- Lift shall be equipped with a manual back-up system to permit lift to be raised or lowered manually in the event of power failure or emergency.
- A passenger handrail shall be provided on both sides of the lift platform.
- Lift shall be equipped with ADA compliant lift restraint rear safety belt to restrict wheelchair movement while lift is in operation.
- Lift shall conform to all National Highway Traffic Safety Administration (NHTSA) regulations as outlined in FMVSS 404 and ADA regulations Part 38, Subpart B – Vehicles, Vans and Systems, 38.23 Mobility Aid Accessibility.

## Floor and Seating

- The Vehicle must be installed with a complete aluminum floor system that is made from aluminum extruded sections. The sections will interlock together and are held in place with aluminum pins. A minimum of (9) nine sections of flush mount aluminum L-Track shall be installed into the vehicle Aluminum Floor system.
- Seat legs shall be provided to allow the seats to mount into L-Track and be removed without the use of tools. Seats shall have the ability to be moved throughout the cabin or moved back to provide the passenger with increased leg room. Seat legs and seat shall be “in-vehicle” tested to meet all applicable FMVSS regulations and ADA requirements.
- Modular floor system shall accommodate easy and quick re-arrangement of seats and wheelchair positions. Seats can be easily moved to the lift area for removal as required. System incorporates seat bases designed with wheels to eliminate lifting, roll to the lift area for removal or relocate to another section of the vehicle for wheelchair placement.
- The rear of the vehicle shall be equipped with seating for 8 ambulatory passengers when there are zero wheelchair passengers in the vehicle.
- The Vehicle must have 5 seats for ambulatory passengers in addition to the driver and passenger seat. These seats must be modular and able to be repositioned to meet the needs of wheelchair passengers.

## Requirements

The vehicles must be converted to meet all ADA standards. Please refer to the ADA Accessibility Guidelines for Transportation vehicles. Part 38 at the link below.

<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/ada-regulations>

Federal Docket 90-A, Recommended Fire Safety Practices for Transit Bus and Van Materials Selection applies to this RFP and the vehicles the District is looking to purchase in this procurement. Docket 90-A is required as the level of flammability required. This information can be found at: [https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/fr58\\_201\\_0.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/fr58_201_0.pdf).

## Wheelchair Securement

- A wheelchair securement system shall be provided to hold wheelchairs in the prescribed positions and include seat belt and shoulder harness for the wheelchair occupant.
- Securement system shall be an automatic retractable system, adjustable and capable of accommodating a wide variety of commonly used wheelchair types.
- Shoulder belt mounting positions must be installed in the headliner of the vehicle in such a manner as not to interfere with side-curtain airbags.
- Wall-mounted storage bags must be included for each set of securements.
- There must be at least 2 wheelchair securement kits with passenger restraints

## Miscellaneous

- A safety kit shall be included with the following equipment: first aid kit; 5 lb. fire extinguisher; triangle reflector kit;
- A step of expanded metal construction will be installed on the passenger side of the vehicle, extending from behind the cargo door opening to the front of the front

passenger door opening. The OEM step toe plate shall be removed from the vehicle to reduce any obstructions.

