REQUEST FOR PROPOSAL
GHTD RFP #01-027

JOINT PROCUREMENT
PARATRANSIT VEHICLES

October 21, 2026

RFP KEY INFORMATION SUMMARY SHEET

Request for Proposals:	Joint Procurement – Paratransit Vehicles
Solicitation Number:	RFP #01-027
RFP Issue Date:	October 21, 2026
RFP Issuing Office:	Greater Hartford Transit District
Procurement Officer:	LaShaunda Drake Contract and procurement Specialist Greater Hartford Transit District One Union Place Hartford, CT 06103 Phone: (860) 380-2012 Email: ldrake@ghtd.org
Proposal to be sent to:	Greater Hartford Transit District One Union Place Hartford, CT 06103 Attn: LaShaunda Drake
Pre-Proposal Conference (Non-Mandatory):	Thursday, November 5, 2026 at 11:00 AM Local Time Email ldrake@ghtd.org to register for the pre-proposal conference Virtual Meeting via Zoom https://us06web.zoom.us/j/89366215930?pwd=tBbQHuW8wYWIR0MU53PQlD8xotMTbs.1 Dial in by phone: (309) 205-3325 Meeting ID: 893 6621 5930 Passcode: 093744
Approved Equal Request Deadline:	Monday, December 7, 2026 at 12:00 PM Local Time
Inquiries Deadline:	Friday, November 20, 2026 at 12:00 PM Local Time
Proposal Due Date and Time:	Tuesday, December 22, 2026 at 2:30 PM Local Time
Expected Award Date:	On or about February 2027

Greater Hartford Transit District

NOTICE

REQUEST FOR PROPOSALS
GHTD RFP #01-027
JOINT PROCUREMENT
PARATRANSIT VEHICLES

The Greater Hartford Transit District (the "District"), Hartford, Connecticut, is seeking responses from qualified firms for the Purchase and Delivery of Fully Accessible Standard Cutaway Chassis Minibuses with Lifts, Ford Transit "Type" Buses with lifts (or approved equal), Low Floor Wheelchair Accessible Buses, and ADA Lowered Floor Minivans with Side Entry Ramp for the Greater Hartford Transit District and other specified Participating Agencies in accordance with requirements of the Scope of Work Documents. RFP documents may be obtained by emailing LaShaunda Drake, Contract & Procurement Specialist, at ldrake@ghtd.org.

Documents will also be posted at the District's website: www.hartfordtransit.org and on the State of Connecticut DAS Contracting Portal at: https://portal.ct.gov/DAS/CTSource/CTSource.

A non-mandatory **Virtual Pre-Proposal Conference will be held on Thursday, November 5, 2026 at 11:00 AM via Zoom,** to outline the solicitation requirements and to provide the opportunity for questions and explanations.

To join the web meeting via Zoom, visit:
https://us06web.zoom.us/j/89366215930?pwd=tBbQHuW8wYWIR0MU53PQlD8xotMTbs.1
Meeting ID: 893 6621 5930
Passcode: 093744
To call in by phone: (309) 205-3325

Attendance at the Virtual Pre-Proposal Conference is not mandatory, nor is it a condition of award. Email ldrake@ghtd.org to register for the pre-proposal conference.

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 Tuesday, December 22, 2026.** 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 to the RFP, 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 it is in its best interest.

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SECTION I GENERAL INFORMATION

1. INTRODUCTION

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

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

The District on behalf of itself and the named agencies is soliciting proposals through this Request for Proposals ("RFP") from a firm or firms interested and capable of manufacturing and delivering accessible transit/paratransit vehicles under a joint procurement in accordance with the terms and conditions set forth in RFP #01-027. The type of contract for each order placed using this procurement shall be a firm-fixed unit price Contract. There will be no minimum quantity under this contract. A stated maximum quantity will be included for all vehicles types across all participating agencies. Options will be also stated. The District reserves the right to award contracts to more than one contractor.

Specifically, the District is requesting proposals and pricing for the following types of buses:
Type A: Body on Chassis 138-139" WB,
Type B: Body on Chassis 158-159" WB,
Type C: Body on Chassis 176-190" WB,
Type D: Ford Transit: Type" Van,
Type E: Ford Transit "Type" Body on Chassis,
Type F: Low Floor Wheelchair Accessible Bus, and
Type G: ADA Lowered Floor Minivan w/ Side Entry Ramp.

The technical specifications and other documents relevant to this RFP are set forth in the technical specifications and in the Exhibits attached hereto and made a part hereof. **Proposers can bid on any number of vehicle types.**

2. SUBMISSION OF PROPOSALS

Proposers shall submit their proposal prior to **2:30 p.m., Tuesday, December 22, 2026** to:

LaShaunda Drake
Contract and Procurement Specialist
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 (with the exception of the (1) electronic copy requested. Refer to Section III for details)**.

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 meet the technical specifications and the terms included in this RFP.

3. INQUIRIES

Communication by any Proposer with any agent or employee of the District on the subject of this RFP, or the pending process other than to LaShaunda Drake 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 **12:00 PM local time, on Friday, November 20, 2026**. 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.

4. PRE-PROPOSAL CONFERENCE

A **Non-Mandatory Pre-Proposal Conference** will be held by the District on **Thursday, November 5, 2026 at 11:00 AM local time via Zoom.** The purpose of the meeting is to outline solicitation requirements as well as to provide the opportunity for questions and explanations. The Proposer may submit any written requests for clarification as well as any questions regarding this solicitation package prior to the pre-proposal conference. Any correction or changes to this RFP or responses to any questions raised during the Pre-Proposal Conference will be made by written addendum only and will be distributed to all known recipients of the RFP document.

Attendance at the Pre-Proposal Conference is not mandatory, nor is it a condition of award. **Email ldrake@ghtd.org to register for the pre-proposal conference.**

To join the web meeting via Zoom, visit:
https://us06web.zoom.us/j/89366215930?pwd=tBbQHuW8wYWIR0MU53PQlD8xotMTbs.1
Meeting ID: 893 6621 5930
Passcode: 093744
To call in by phone: (309) 205-3325

5. COMMENCEMENT OF SERVICES

It is the intent of the District to execute an agreement with the successful Proposer, to commence on or about **February 1, 2027**. The agreement between the District and the successful proposer shall be for a two (2) year period. Three one-year options may be exercised, singularly, or in multiple years, at the sole discretion of the District.

6. QUALIFICATION OF PROPOSERS

All Proposers to this RFP shall have demonstrated relevant experience in sales and/or manufacturing and delivering paratransit vehicles. Such services shall meet all criteria and requirements identified in the RFP. All Proposers must have sufficient financial capacity to

complete the project. The District is the sole judge in determining compliance with qualifications standards.

By submitting a Proposal, Proposers certify that they are not on any State, federal, or Local Agency Lists of Ineligible Contractors, and are not debarred or suspended from conducting business with federal, state, or local government agencies.

All Proposers must be currently licensed to do business in the State of Connecticut and maintain such license throughout the duration of the Contract.

7. FEDERAL GRANT REQUIREMENTS

Exhibit A attached hereto and made a part hereof sets forth federal requirements placed upon vendors who are participating in a project funded in whole or in part with Federal grants. Its provisions are hereby included herein as an integral part of this RFP.

8. STATE GRANT REQUIREMENTS

Exhibit B attached hereto and made a part hereof sets forth state requirements placed upon vendors who are participating in a project funded in whole or in part with state grants. Its provisions are hereby included herein as an integral part of this RFP.

9. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the District that disadvantaged business enterprises ("DBE's") be afforded the maximum opportunity to participate in the performance of all contracts let by the District. 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. Proposers will submit a statement indicating its own DBE status and what subcontracts and/or overhead purchases with amounts thereof under this project it will get to comply with the District's DBE goal of **0%.** DBEs must be certified with the CTDOT. **There is no DBE goal for this project.**

If the Contractor is unable to achieve the specified contract goals, the Contractor must submit written documentation to the District indicating his/her good faith efforts to satisfy goal requirements. The bidder must present information on DBEs proposed to meet the goal as part of bid responsiveness (provided at the time of bid) or no later than five (5) calendar days after bid opening as a matter of responsibility**.** An example of a good faith effort includes whether the contractor provided written notice to a reasonable number of DBEs with potential interest in the contract and with sufficient time to allow participation. It is important to note that DBEs are certified to perform certain types of work. To receive credit for good faith efforts and to count towards goal attainment, named DBEs must be certified to do the scopes of work that they are contacted/contracted to perform.

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 CTDOT Certified DBE vendors can be found at: http://www.biznet.ct.gov/dot_dbe/dbesearch.aspx. Upon request, the

District will provide information related to the state certification process. **Proposers are subject to the TVM requirements detailed in Section 10. of this RFP**.

10. DBE Requirements for Transit Vehicle Manufacturers

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, the Vehicle Dealer and/or Manufacturer, as a condition of being authorized to respond to this solicitation, must certify by completing the form in **Exhibit F** DBE Approval Certification that it has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

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

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

11. SPECIAL PROVISION

It is the policy of the District that Small Contractor and Small Contractor Minority Business Enterprises ("SBE and MBE") be afforded the maximum opportunity to participate in the performance of all contracts let by the District in accordance with Section 4a-60g of the Connecticut General Statutes as revised. 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) 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.

Proposer will submit a statement indicating its own SBE/MBE status and what subcontracts and/or overhead purchases with amounts thereof under this project it will let. **There is NO goal set for SBE/MBE utilization on this project, however the District does have an annual SBE goal of 25%**. See attached Certification for SBEs. The use of SBE/MBE and/or DBE subcontractors is encouraged if feasible.

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.

12. SUBCONTRACTING

If subcontractors are necessary to complete any functions of this requirement, the Proposer must list the 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.

13. PROCUREMENT AND APPEALS PROCESS

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

14. FUNDING

Any contract resulting from this request for proposals is subject in part to a financial assistance contract between the District and other participants and the State of Connecticut Department of Transportation (CTDOT) and between the District and the Federal Transit Administration (FTA). All firms will be required to certify that they are not on the Comptroller General's and U.S. Department of Transportation's list of ineligible contractors.

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

15. VALIDITY OF PROPOSALS

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

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

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

16. ADDENDA AND PROPOSAL REJECTION

The District reserves the right to issue addenda to this RFP as a result of inquiries received, or to adjust 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 a direct result of Proposals received or elect to negotiate with Proposers.

17. PROPOSAL WITHDRAWAL

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

18. EXCEPTIONS TO RFP

All exceptions taken by Proposer must be specific. Proposer must clearly indicate what alternative is being offered to allow the District a meaningful opportunity to evaluate the Proposal. Submitting an alternative proposal does not relieve the Proposer from meeting all criteria and requirements identified in the RFP. The District is under no obligation to accept any proposed exceptions or alternatives. See Key Information Summary page for important dates.

19. CONTRACT DOCUMENTS

Any exceptions to be taken by a Proposer must be clearly listed in the Proposal, on a separate page clearly marked "Proposer Contract Exceptions". Terms and conditions proposed by a Proposer that do not comply in substance with all material requirements of the RFP, are contrary to the best interests of the District, or that are inconsistent with District policy, will not be accepted. The District may disqualify any Proposal that, in the District's sole and absolute discretion, contains exceptions to material provisions of the form of Contract. If the selected Proposer attempts to negotiate the Contract (except for the proposed Contract exceptions set forth in the selected Proposer's list accompanying the Proposal), then the District in its sole and absolute discretion may disqualify the selected Proposer and/or reject the selected Proposer's proposal and/or deem the selected Proposer's proposal to be withdrawn by the selected Proposer and award the Contract to the next most responsive and responsible Proposer, notwithstanding any contrary or inconsistent notice of award, notice to proceed or any other written or oral representation, warranty, promise, or agreement made or issued by the District

20. INSURANCE REQUIREMENTS

The insurance requirements specified in this section shall apply to CONTRACTOR and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all the requirements set forth below. CONTRACTOR is also required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover risks; the limit for the commercial general liability insurance in each subcontract shall not be less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified

endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from the DISTRICT. Prior to beginning work under this Agreement, CONTRACTOR shall provide the DISTRICT with satisfactory evidence of compliance with the insurance requirements of this section.

A. Types of Insurance

1. Commercial General Liability, including Products Liability

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

2. Workers' Compensation Insurance

With respect to any services performed during the Term hereof at premises owned or controlled by the District, either by the Contractor or by its subcontractors, the Contractor and its subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively. In addition, the Contractor and its subcontractor(s) shall carry Employers Liability Coverage with minimum amounts of $500k/$500k/$500k.

3. Business Automobile Insurance

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

B. Certificate of Insurance

All insurance provided for above shall be obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc. Prior to commencing any work under this Agreement and at least ten (10) days prior to the expiration dates of any insurance required hereunder, Contractor shall deliver to the District certificates of insurance evidencing such coverage and any renewal or successor policies. If the Contractor engages any subcontractor to perform any of its obligations under this Agreement, the Contractor shall also deliver to the District certificates of insurance from such subcontractor evidencing such coverage and any renewal or successor policies. All policies of insurance required hereunder shall name the District (and such other persons or entities designated by the District) as an additional insured (except the workers' compensation). All insurance policies provided for above shall contain clauses or endorsements to the effect that: (i) no act or negligence of the Contractor, or anyone acting for the Contractor, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the

validity or enforceability of the insurance insofar as the District is concerned; (ii) no such policies shall be canceled without at least thirty (30) days' notice to the District (10 days for non-payment of premium); (iii) shall contain a waiver of subrogation in favor of the District, and (iv) shall provide that such coverage is primary and non-contributory.

C. General Provisions

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

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

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

D. Claims Made Coverage

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

1. Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

2. CONTRACTOR shall make every effort to maintain similar insurance for at least three years following project completion, including the requirement of adding all named insureds.

3. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three years to report claims arising from work performed in connection with this Agreement.

4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

Indemnification
To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its officers, directors, employees and agents (collectively "Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, penalties, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees, consequential damages, and punitive damages), arising out of, related to, in connection with or resulting from, or alleged to arise out of or arise from, Contractor's negligence, performance, breach or failure to perform under the Contract or the violation of any applicable law or regulation, and whether done directly, or by or through Contractor's subcontractors or anyone directly or indirectly employed

by Contractor or by Contractor's subcontractors or anyone for whose acts any of them may be responsible or liable and whether or not such claim, damage, demand, loss, expense, fine, penalty, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom. This indemnity shall be effective regardless of whether or not such claim, damage, loss or expense is caused in part by any of the Indemnified Parties (but the indemnity shall not cover liability to the extent resulting from gross negligence or willful misconduct of the Indemnified Party). Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the District contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract.

The Contractor shall further assume all liability for loss by reason of neglect or violations of federal, state or local laws, ordinances or regulations, and shall do and perform all work necessary to conform to such laws, ordinances and regulations.

21. ATTACHED EXHIBITS

The following exhibits are included in this RFP package:

A. Federally Required Contract Clauses

B. State of Connecticut Grant Requirements and Required Certifications

C. Procurement Procedures and Appeals Process

D. General Information Forms

E. Submittal Checklist

F. Required Certifications

- Affidavit
- Certificate of Eligibility
- Certificate of Non-Collusion
- Certificate of Restrictions on Lobbying
- Government-Wide Debarment and Suspension
- Buy America Certification
- Pre-Award and Post Delivery Audit Certification
- Certificate for DBE **No DBE Goal for this Solicitation**
- DBE Good Faith Efforts Form **No DBE Goal for this Solicitation**
- DBE Letter of Intent **No DBE Goal for this Solicitation**
- Contractor's Statement on Subcontractors
- Federal Motor Vehicle Safety Standards and Pollution Certificate
- Certification of Compliance with Bus Testing Requirements
- Transit Vehicle Manufacturer's (TVM) Certificate

G. Cost Proposal Forms

H. State of Connecticut Certifications

I. Vehicle Specifications

J. Warranty Schedule

SECTION II - TECHNICAL

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Days: Unless otherwise stated, “days” shall mean calendar days.

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

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

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

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

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

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

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

Participating Agencies: The term Participating Agencies shall also refer to any Agency authorized to place an order under the Joint Procurement. The Participating Agencies for this procurement shall consist of: CT Department of Transportation, Estuary Transit District dba River Valley Transit, Greater Bridgeport Transit, Greater New Haven Transit District, Housatonic Area Regional Transit, Northwestern CT Transit District, Norwalk Transit District, Southeast Area Transit District, and Windham Region Transit District.

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

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

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

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

Solicitation: District's Request for Proposals.

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

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

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

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

2. PURPOSE AND OVERVIEW

The Greater Hartford Transit District (the District) invites qualified firms to submit Proposals in response to this Request for Proposals (RFP) for the production and delivery of Standard Cutaway Chassis Minibuses with Lifts, Ford Transit "Type" Buses with lifts (or approved equal), Low Floor Wheelchair Accessible Buses, and ADA Lowered Floor Minivans with Side Entry Ramp. This RFP is issued on behalf of the District as the "Lead Agency" and ten (10) "Participating Agencies" (for a combined total of eleven (11) agencies). The Contract will be for a three-year base term with two one year options. The District will award one or more contracts which will include all vehicle types. Each Participating Agency will award and pay invoices related to their own purchase orders separately for vehicle orders.

Lead Agency:

- Greater Hartford Transit District (GHTD)

Participating Agencies include:

- CT Department of Transportation (CTDOT)
- Estuary Transit District (ETD) dba River Valley Transit (RVT)
- Greater Bridgeport Transit (GBT)
- Greater New Haven Transit District (GNHTD)
- Housatonic Area Regional Transit (HARTransit)
- Milford Transit District (MTD)
- Norwalk Transit District (NTD)
- Northwestern CT Transit District (NWCTD)
- South East Area Transit District (SEAT)
- Windham Region Transit District (WRTD)

Following contract award, Participating Agencies shall work directly with the selected vendor(s) when ordering vehicles and will be responsible for tracking of their available maximum quantities. The Participating Agencies shall work with the respective vendor(s) to identify and select options, seat colors, etc. on the purchase orders within the scope of the technical specifications included in this solicitation. The Participation Agencies must share all purchase orders with the District to monitor overall vehicle assignments and remaining quantities.

Vehicles shall be available to be procured for the duration of the 5-year total contract term (if all option years are exercised). Each purchase order issued by the Participating Agencies shall be made during the contract's period of performance. Vehicle delivery may be scheduled beyond the initial term; however, all contracts purchase orders must be executed prior to the end of the period of performance. The District shall not incur financial responsibility or other liability in connection with contracts entered into between the Contractor and the Participating Agencies. The Participating Agencies shall accept sole responsibility for placing orders and making payments to the selected vendor(s).

3. PROCURING AGENCY

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

Lead Agency

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

Participating Agencies

CT Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111
(860) 594-2856

Estuary Transit District dba River Valley Transit
91 N Main Street
Middletown, CT 06457
(860) 510-0429

Greater Bridgeport Transit
One Cross Street
Bridgeport, CT 06610
(203) 366-7070

Greater New Haven Transit District
840 Sherman Avenue
Hamden, CT 06514
(203) 281-2505

Housatonic Area Regional Transit
62 Federal Road
Danbury, CT 0681
(203) 744-4070

Milford Transit District
259 Research Drive
Milford, CT 06460
(203) 874-4507

Norwalk Transit District
275 Wilson Avenue
Norwalk, CT 06854
(203) 852-0000

Northwestern CT Transit District
281 Church Street
Torrington, CT 06790
(860) 489-2535

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

Windham Region Transit District
28 South Frontage Road
Mansfield Center, CT 06250
(860) 456-2223

4. MAXIMUM QUANTITIES

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

The maximum quantities established in this solicitation are:

Vehicle Type	Combined Maximum
Type A: Body on Chassis 138-139"	103
Type B: Body on Chassis 158-159"	455
Type C: Body on Chassis 176-190"	85
Type D: Ford Transit "Type" Van	111
Type E: Ford Transit "Type" Body on Chassis	157
Type F: Low Floor Wheelchair Accessible Bus	25
Type G: ADA Lowered Floor Minivan w/ Side Entry Ramp	70

These figures represent the foreseeable needs of the Participating Agencies listed within the joint procurement based on their adopted fleet plans and replacement/expansion schedules. No orders shall be guaranteed and are at the sole discretion of the participating agencies. Orders shall be placed on an as-needed basis. Included vehicle quantities are informational only and not a guarantee to purchase any amount.

The Participating Agencies has expressed interest in procuring vehicles under the terms and conditions of these specifications. The issuance of a purchase order directly by the following Agencies with the selected vendor for the purchase of vehicles will be solely up to the Agencies based on a number of factors, such as funding, price, vehicle delivery dates, specifications, and the adherence to FTA vehicle procurement regulations. The District will not be a party to any contract issued or award made by the Participating Agencies.

Agency	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**Total**
	Max	**Max**	**Max**	**Max**	**Max**	**Max**	**Max**	**Max**
Greater Hartford Transit District		225			20	10		255
CT Department of Transportation	70	70	70	70	70		60	410

Estuary Transit District dba River Valley Transit	20	34	5		20			79
Greater Bridgeport Transit		30					10	40
Greater New Haven Transit District	3	12		36	24			75
Housatonic Area Regional Transit		11	8		9			28
Milford Transit District					4			4
Norwalk Transit District		35				5		40
Northwestern CT Transit District		20		5				25
South East Area Transit	10	10			10	10		40
Windham Region Transit District		8	2					10
TOTALS	**103**	**455**	**85**	**111**	**157**	**25**	**70**	**1,006**

5. ASSIGNABILITY OF OPTIONS

In the event that the District or any Participating Agency does not purchase its maximum vehicle allotment, due to unforeseen circumstances, lack of funding, or any other reason, each agency may assign the remainder of its vehicle allotment (up to its maximum requirements set forth herein) to other agencies (upon written notification to the District). This right of assignment shall remain in force over the five-year total contract term. This right of assignment will not change the quantity or types of vehicles that may be ordered pursuant to this solicitation.

The District shall not incur financial responsibility or other liability in connection with contracts entered into between the Contractor and the Participating Agencies. The Participating Agencies shall accept sole responsibility for placing orders and making payments to the Contractor.

6. PERIOD OF PERFORMANCE

The period of performance shall be two (2) base years with three (3) one-year options.

7. PRICING

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

A. Price Protection

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

B. Price Validity for the Initial Contract Term

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

C. Vehicle and Optional Feature Pricing Adjustments

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

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

D. Prohibitions

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

E. Price Adjustments

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

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

F. Tax Exempt Status

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

G. Ordering Procedures

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

1. The Participating Agencies shall develop a requirements list showing all optional features, if any, that are required.

2. The selected vendor(s) shall receive a written Order Confirmation form. This form shall indicate:
   a. Itemized list of all vehicles, parts, etc. being ordered and prices

b. Designated delivery point
c. Delivery due date.

3. The Order Confirmation form does not replace any other required document such as Purchase Orders that may be issued.

4. All terms and conditions of this solicitation will govern all purchases made hereunder.

8. GENERAL REQUIREMENTS

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

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

The vehicles must be of the highest quality. The conversion process should strengthen the base structure of the vehicles. Warranty and after-sales service must be readily available in all areas of the State of Connecticut. Timely, responsive service bulletins of recalls must be guaranteed.

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

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

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

9. CONFORMITY TO DESIGN SPECIFICATIONS/SUBSTITUTIONS

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

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

10. REQUEST FOR APPROVED EQUALS

A. Explanation to Contractors

Any explanation desired by a contractor regarding the meaning or interpretation of the Request for Proposals, drawings, specification, etc., must be requested **in writing by 12:00 noon (local time) on Friday, November 20, 2026.** Any interpretation or change made will be in the form of an addendum to the Request for Proposals, drawings, specifications, etc. or information letter, as appropriate, and will be furnished to all prospective proposers. Receipts of Addenda by the proposer must be acknowledged on the Acknowledgement of Addenda (Exhibit D). Oral explanations or instructions given before the award of the Contract will not be binding upon the District.

B. Approved Equals

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

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

c. If potential contractors believe that their product is an equal to the product specified, they must submit a written request to District in triplicate and this request will be approved or rejected by the District at least fifteen (15) calendar days prior to the scheduled opening of the proposals. Requests for approved equals must be received by the **District in writing by 12:00 noon (local time) on Monday, December 7, 2026.**

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

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

C. Correspondence

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

LaShaunda Drake
Contract and Procurement Specialist
Greater Hartford Transit District
One Union Place
Hartford, CT 06103
ldrake@ghtd.org

D. Samples

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

11. OTHER REQUIREMENTS

A. Agreement

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

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

B. Confidentiality

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

If Contractor believes any communication contains trade secrets or other proprietary information that the Contractor believes would cause substantial injury to the Contractor's competitive position if disclosed, the Contractor shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. **Contractor may not designate its entire Proposal as confidential. Additionally, Contractor may not designate its Cost Proposal Forms as confidential. Audited financial statements are generally not made available to the public. The District will preserve confidentiality to the extend it can do so under Connecticut's FOIA.**

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

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

C. Pre-Award Buy America Audit

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

D. Pre-Manufacturing Meeting

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

E. Material and Workmanship

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

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

F. Quality Assurance

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

1. The quality assurance team shall exercise quality control over all phases of production, from initiation of design through manufacture and preparation for delivery. The team shall also control the quality of supplied articles.
2. The quality assurance team shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the vehicles.
3. The quality assurance team shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements and specifications.
4. The quality assurance team shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the Resident Inspectors. Inspection and test records for this procurement shall be available for a minimum of three years after inspections and tests are completed.
5. The quality assurance team shall detect and promptly assure correction of any conditions that may result in the production of defective vehicles. These conditions may occur in design, purchases, manufacture, tests, or operations that culminate in defective supplies, services, facilities, technical data, or standards.

6. The Contractor shall maintain drawings and other documentation that completely describe a qualified vehicle that meets all of the options and special requirements of this RFP. The quality assurance team shall verify that each vehicle is manufactured in accordance with these controlled drawings and documentation.
7. The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance team to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.
8. When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.
9. The Contractor's gauges and other measuring and testing devices shall be made available for use by the District's Onsite Inspectors to verify that the vehicles conform to all specification requirements. If necessary, the contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.
10. The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments, if necessary.
11. A system for final inspection and testing of completed vehicles shall be provided by the quality assurance team. It shall measure the overall quality of each completed vehicle.
12. The quality assurance team shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition of such materials.
13. Statistical analyses, tests, and other quality control procedures may be used when appropriate in the quality assurance process.
14. A system shall be maintained by the quality assurance team for identifying the inspection status of components and completed vehicles. Identification may include cards, tags or other normal quality control devices.

G. Onsite Inspectors

The District maintains the right to be represented at the Contractor's plant by Onsite Inspectors and/or District personnel, or Participating Agencies personnel at the District's or Participating Agencies' sole expense. These District representatives shall conduct, among other things, audits required under the Buy America element of this Contract, and they shall inspect the daily progress of vehicles under fabrication at the Contractor's manufacturing facilities to ascertain that fabrication and materials comply with these contract specifications. Onsite Inspectors shall monitor, in the Contractor's plant, the manufacture of vehicles built under this Contract. The Onsite Inspectors shall be authorized to approve the pre-delivery acceptance tests and to release the vehicles for delivery. Upon request to the Contractor's Quality Assurance Manager, the Onsite Inspectors shall have access to the Contractor's quality assurance files related to this RFP. These files shall include drawings, material standards, parts lists, inspection processing and reports, and records of defects.

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

H. Inspection System

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

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

I. Delivery

1. Production Vehicles

The Contractor shall provide an approximate delivery schedule at the time of pre-production and a firm production schedule within 60 days of that date. Delivery shall be made on Monday through Friday; Federal and State holidays excluded, between the hours of 8:00AM and 4:00PM local time unless otherwise agreed to by the District.

All deliveries for Greater Hartford Transit District shall be to Free On-Board Destination Shipping to the following location:

Greater Hartford Transit District
c/o Transdev, Inc.
148 Roberts Street
East Hartford, CT 06108

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

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

2. Delivery Schedule for Participating Agencies

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

3. Service

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

4. Damage by Contractor

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

5. Summary of items to be provided upon delivery

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

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

J. Acceptance of Vehicles

Within twenty-five (25) calendar days after arrival at the designated point of delivery, the equipment shall undergo the District's tests. If the equipment passes these tests and the post-delivery audit requirements of 49 CFR Part 665 have been met by Contractor, acceptance of the equipment by the District shall occur on the twenty-fifth (25th) day after delivery. Acceptance may occur earlier if the District notifies the Contractor of early acceptance or places the equipment in revenue service. If the equipment fails these tests, written notice describing the deficiencies will be submitted to the Contractor. The bus shall not be accepted until the repair procedures defined in the next three sections have been completed and the equipment is found to be satisfactory. No vehicle will be accepted prior to the completion of an acceptable Buy America Post-Delivery audit indicating full compliance with this federal requirement.

1. Repairs after Non-Acceptance

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

2. Repairs by Contractor after Non-Acceptance

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

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

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

3. Repairs by District after Non-Acceptance

a. Parts Used: If the District and the Contractor agree that it is in the District's best interest for the District to perform the repairs necessary, the District shall correct or repair the defect(s) using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, or at a period mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by the District to the Contractor for reimbursement or replacement of parts. If the District-supplied parts are used, a 10% restocking charge will be charged to the Contractor. The Contractor shall provide forms for these reports.
b. Contractor Supplied Parts: If the Contractor supplies parts/materials for repairs being performed by the District after non-acceptance of the equipment, these items shall be shipped prepaid to the District by the Contractor.
c. Return of Defective Components: The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor.
d. Reimbursement for Labor: The District does not have the manpower to perform manufacturing work during normal business hours. Therefore, the District will charge the Contractor an hourly rate to cover wages, related benefits and overhead costs.

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

K. Payment Schedule

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

The District will be responsible for local title and registration.

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

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

L. Delays

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

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

M. Notification of Delay

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

N. Request for Extension

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

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

O. Warranty

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

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

1. Complete Vehicle

A basic vehicle warranty shall commence on the date of formal vehicle acceptance in writing and shall continue in effect thereafter for a minimum period (unless otherwise stated within the detailed product/vehicle specifications) of thirty-six (36) months or one hundred thousand (100,000) miles whichever occurs first.

2. Propulsion Systems and Major Sub Systems

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

3. Body and Chassis Structure

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

Transit Type Van and ADA Low Floor Mini Van

Vehicle Types D and G shall retain the full applicable OEM chassis/body warranty, and the converter/final-stage manufacturer shall warrant all structural modifications, lowered-floor work, door openings, lift/ramp reinforcement, floor/seat/securement anchorage,

wiring and conversion components for the applicable contractual warranty period. Conversion work shall not void or diminish the OEM warranty without prior written disclosure and approval.

For ALL vehicle types under this procurement: A defect in the structural integrity of the basic body is defined as defects in the chassis, body and/or frame, suspension and axles which results in any premature fatigue.

4. Progressive Damage

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

5. Vehicles Removed From Service Due To Warranty Failure

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

6. Exceptions to Warranty

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

7. Detection and Correction of Defects

Where the District detects a minor defect within the warranty period, the District may elect to repair such defect and submit a form for reimbursement. If the District detects a major defect within the warranty periods, the District at its sole option may elect to repair such defect and submit a form for reimbursement or may elect to notify the Contractor. Within three (3) working days after receipt of notification, the Contractor's representative shall agree with the District's determination as to the most appropriate scope and course for the repairs to be performed under the warranty, or reserve judgment until the subsystem or component is inspected by the Contractor's representative or is removed and examined at the District's property. Where the Contractor requests the component be inspected, Contractor's representative shall inspect such component within forty-eight (48) hours. At that time, Contractor may suggest the appropriate course of action for the prompt repair of the subsystem or component shall be mutually resolved between the District and the Contractor. Where Contractor performs repair work necessary to affect the repair all work shall commence within seven (7) working days after the Contractor receives notification. If the District does not agree with the Contractor's suggestion as to the scope and/or course of the repairs, the District reserves the right to commence with the repairs and submit for reimbursement.

8. Fleet Defects

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

every vehicle delivered under the Contract pursuant to the terms and conditions of this warranty and at Contractor's sole cost and expense.

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

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

9. Modifications

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

10. Single Representative

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

11. Repair Performance

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

12. Repair by Contractor

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

Any warranty work performed under this Contract shall be completed within seven (7) calendar days after the Contractor has begun repairs on the vehicle that has been removed from revenue service due to a warranty defect. If repairs are not completed within the specified time periods, the District may assess liquidated damages pursuant to Section "Liquidated Damages."

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

The Contractor shall bear total responsibility for costs and expenses for furnishings all labor, parts, tools, materials and space as required to complete the repairs and/or

replacements. At the District's sole discretion, the Contractor may be required to perform the work off District property. The Contractor shall be responsible for any costs associated with transporting the vehicle to and from District property. Where a vehicle is towed, Contractor shall pay for towing charges. Location of repair shall not be further than 50 miles from the vehicle delivery location unless mutually agreed upon on a case-by-case basis.

13. Repair by the District

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

Contractor Supplied Parts – The District may request that the Contractor supply new parts for warranty-covered repairs being performed by the District. These parts shall be prepared by Contractor and shipped to the District from any source selected by the Contractor within fourteen (14) calendar days of receipt of the request for said parts. Defective Components Return – The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. Request for return of defective parts/components must be made within thirty (30) calendar days after submittal of Warranty Claim. The District may request Contractor to verify that part/component is defective prior to shipment. The total cost of verification and shipment shall be paid by the Contractor. Materials will be returned freight collect.

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

14. Reimbursements

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

Parts – The District shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement amount shall be the actual District cost of the part(s) at the time of repair calculated from the District's purchase order or inventory charge-out ledger and shall include taxes where applicable plus fifteen percent (15%) handling costs.

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

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

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

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

15. Warranty after Replacement/Repair

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

16. Effect of Delay

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

17. Disclaimer

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

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

12. TRAINING

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

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

13. TERMINATION

If the Contractor does not deliver in accordance with the contract delivery schedule or the Contractor fails to perform in the manner called for in the contract, or the Contractor fails to

perform to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the District may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor, setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or the services performed in accordance with the manner of performance set forth in the contract.

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

SECTION III PROPOSAL CONTENT

1. SUBMISSION REQUIREMENTS

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

One (1) original, four (4) hard copies, and one (1) electronic copy (CD, flash drive, and Dropbox are all acceptable forms) of the Technical Proposal shall be enclosed in a sealed envelope and clearly marked **"TECHNICAL PROPOSAL PARATRANSIT VEHICLES"** on the front thereon. The Respondent's complete return address must be included on the envelope.

One (1) original, four (4) hard copies, and one (1) electronic copy (CD, flash drive, and Dropbox are all acceptable forms) of the Cost Proposal shall be enclosed in a separate sealed envelope and clearly marked **"COST PROPOSAL FOR PARATRANSIT VEHICLES"** on the front thereon. The Respondent's complete return address must be included on the envelope.

Cost Proposal information shall be based on the type of service 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 services.

Proposals shall be submitted in three-ring binders or other neatly bounded method, with a table of contents and tabs to separate each section. Sections shall be organized in the following order outlined below (A through K). Note that Exhibit G, Cost Proposals, MUST be in a separately sealed envelope.

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

Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials. The Proposal is limited to 40 - 8 ½ X 11 sheets or 80 pages of double-sided prints. Font size 12 points. **Required certifications and forms, table of contents, cover letter, resumes, and information required thereon (Exhibits D, E, F, G, and H) 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 (Exhibits D, E, F, G, and H) must be completed, signed, dated, and notarized (where applicable), and submitted with each Proposal.**

Proposals will not be publicly 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 with access to the proposals and evaluation results during the evaluation period.

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

2. PROPOSAL CONTENT

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

A. Cover Letter

Each Proposer shall submit a maximum two-page letter including the contact person's name, phone number, email, and address of the organization submitting the proposal; a brief description of the Proposer's organization including whether the organization is an individual, partnership, corporation or joint venture. Cover letter must be signed by an executive of the Proposing firm authorized to bind the Proposer to its offer for 120 days; and confirm that is able to comply with the insurance and bonding requirements.

B. Table of Contents

Proposer shall submit a table of contents detailing all elements of and appendices to the Proposal. Tabs for each section are required.

C. Proposers Contact Information

Firm name (including contact person), business address, telephone number, and email address.

D. Business Description

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

E. Proposer's Qualifications

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

1. A brief description listing experience that your company has had in providing similar equipment to other transit agencies. Provide a list of at least three (3) customer references that are public transit agencies currently operating the proposed vehicles. **The customer references shall include the agencies' name, the contact's name and title, telephone number, and email address of the person most familiar with the contract; the dollar amount of the contract; and the dates that these programs/projects were completed**. **Provide most recent, detailed information of the vehicles delivered to the references submitted to substantiate your previous experience**.

NOTE: It is not sufficient to merely state that past or ongoing projects are similar in size, scope, and complexity, and are relevant to the requirements of this solicitation. The Offeror shall provide rationale describing how each cited project is indeed similar in size, scope, and complexity.

The District reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process.

2. A brief description of the experience and qualifications of the proposed key staff members assigned to this project and what percentage of their time will be devoted to the project. Show the function in the project for each person. Additionally, the Proposer must specify where the staff will be located and identify the project manager.

3. Information displaying past fiscal responsibility such as independent audits or a list of projects completed within the budget. Proposer must submit a copy of their latest audited financial statement completed by a certified public accountant within the past 18 months. Proposer must submit a list of commitments, and potential commitments which may affect assets, lines of credit, guarantor letters, or otherwise affect the Proposer's ability to perform the Contract.

4. A statement as to any judgments, litigations, licensing violations, or other violations, outstanding or resolved, associated with your company.

F. Technical Approach and Production Schedules

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

G. Technical Understanding

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

1. Description of the vehicle(s) offered including completion of the Vehicle Description provided in the Technical Specifications.
2. Listing of all requests for approved equals from the District's contract documents and specifications.
3. Engineering drawings and layouts as needed to respond to specific items identified within the District's Technical Specifications. Proposers will also submit any other supporting documentation that it deems appropriate which will aid the District in evaluating the technical merit of the Proposer's proposal in each factor.
4. Copies of the Altoona Vehicle Test report for the vehicle(s) offered, including all issues reported by the testing authority and any corrective actions taken by the manufacturer as a result of the test, and any subsequent testing completed to confirm the adequacy of any modifications.
5. Printed brochure, manufacturer's model name or number, and floor plan of the vehicles offered. Separate floor plans shall be drawn on approved equal chassis and submitted. The floor plans shall include the passenger seat locations with hip to knee and aisle width dimensions, mobility device positions, locations of all doors, lift, and auxiliary heater. The floor plan shall clearly identify the type of vehicle as 'Floor Plan A' or 'Floor Plan B or 'Floor Plan C', etc., and show the exterior body dimensions (length, width, and height), front & rear overhangs, and the wheelbase.
6. Weight distribution analysis of the bus in the maximum passenger load configuration that shall include all components such as seats, heating and air conditioning systems, lift, and the operator. The weight analysis shall be done separately for the approved equal chassis and based on 150 lbs. per ambulatory passenger and operator, and 350 lbs. per mobility device position.

7. Proposer shall submit representative samples of all Maintenance, Parts, and related Service Manuals that cover the vehicles offered in the proposal. Examples of Service and Part update bulletins, electrical diagrams, and Vehicle Operator's manuals will also be submitted.
8. Proposers shall submit information regarding the structure, locations, and policies of the Parts Service organization that will support the vehicle(s) offered, including listing the nearest Parts Service facility to the District.
9. Proposers shall submit details of the propane option in their technical proposal.
10. Proposer shall also provide evidence of its ability to meet the delivery requirements, as well as a list of all deliveries executed within the past three (3) years showing the number of units involved, if the vehicles were delivered per the contract terms, and a listing of any late deliveries.

H. Cost Proposal

The Contractor's proposed cost for this Contract will be evaluated based on the unit prices for each type of vehicle and chassis the proposer wishes to be considered for by the District. Complete and separate price proposal forms and packages must be submitted for each type of vehicle that is being offered. Participating agencies will notify the Contractor of any desired options when placing vehicle orders. The sum for Vehicles, and manuals and training package, will be determined by adding the entries and entering the sum on "Total Base Offer per Vehicle." Prices quoted for these options shall remain firm for 120 days; price adjustment allowances and procedures are set forth in Section 7 *Pricing*. In order to assist the District with such analysis, the successful Proposer agrees to provide required documentation in support of its quoted prices. The Proposer shall break down the cost of each vehicle configuration using the Exhibit G form as follows:

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

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

I. Cost Proposal - Optional Equipment

The Proposer will submit on a separate form, a listing of all available optional equipment with unit prices for each of the vehicles offered in the proposal. In addition, include cost, if any, for solid color other than white. Participating agencies will notify the Contractor of any desired options when placing vehicle orders. Prices quoted for optional equipment shall remain firm for 120 days; price adjustment allowances and procedures are set forth in Section 7 *Pricing*. Such optional equipment costs will not be used in the Cost Proposal Evaluation. A Cost/Price analysis will be performed as appropriate, by the awarding agency. In order to assist the District with such analysis, the successful Proposer agrees to provide required documentation in support of its quoted prices. The final contract award and pricing for the vehicles may be negotiated by each separate agency and/or Consortium Members to include available optional equipment as it deems necessary. The District and Consortium Members are exempt from Connecticut State Tax.

J. Miscellaneous Information

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

K. Financial Capacity

Each proposer must submit information to allow the District to assess the financial capacity of the proposer's organization. This information must include audited financial statements of the proposer and any parent or affiliated company for the past five (5) years. Including:

- A summary of all claims made in the last five (5) years arising out of previous contracts listed including financial disposition of each claim, the project name, amount, date, and location.
- A statement describing whether or not the proposer has defaulted on a project within the last two years, including name, location, amount, and date.
- A statement describing whether the Proposer has been found to be non-responsible proposer, for reason other than being non-responsive, by a public agency within the past two years, including project name, amount, location and date.
- A statement describing whether the Proposer, any officer of the Proposer, or any employee of the proposer, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of a law or safety regulation, and if so, explaining the circumstances, including project name, amount, location, date, etc.

The Proposer must identify any conditions: e.g. bankruptcy, pending litigation, planned office closures, impending merger, which may impede Proposer's ability to provide paratransit vehicles. Proposer shall also identify any impending change in their senior management team or the regional management team that would monitor this contract.

L. General Forms and Required Certifications

Proposer's must submit 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.

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 (Exhibits D, E, F, G, and H) must be completed, signed, dated, and notarized (where applicable), and submitted with each Proposal.**

SECTION IV-PROPOSAL EVALUATION

1. EVALUATION PROCEDURES

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

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

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

The District reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any individual or qualified firm, to modify or cancel in part or in its entirety the RFP, to request revised Proposals, to request further information, or to request Best and Final Offers if it is in the best interest of the District to do so. However, the District may select a Proposal or Proposals for award without any discussions or negotiations or request for any BAFOs. Proposers are hereby notified that the selected firms are expressly prohibited from

offering any rebates, parts credits and any other price discounts following contract award. Thus, the initial proposal should represent the "best offer."

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

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

2. TECHNICAL EVALUATION CRITERIA

Proposals will be evaluated using the following principal selection criteria:

Maximum Possible Technical Points = 80 points

A. Proposer's Experience and Qualifications 30 points

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

B. Technical Approach and Production Schedules 20 points

The information provided by the Proposer in its technical submittal relating to the overall design to be used in carrying out the project and accomplishing objectives. This will consider understanding on the major tasks and activities and delivery timelines for each vehicle proposed.

C. Technical Understanding for Proposed Vehicles: Product Design and Expected Performance 30 points

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

3. COST PROPOSAL EVALUATION

Maximum Possible Cost Points = 20 points

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

As described below, the proposed cost as submitted by the Proposer on the District's Cost Proposal Forms provided herewith as Exhibit G will be assigned a maximum of 20 points. The Contractor is ***required*** to use Exhibit G, without alteration, for submittal of their Cost Proposals. You may use as many copies as you need for each vehicle type proposed. **Please DO NOT use your own forms.**

A. Cost Proposal Criteria 20 points

The cost will be evaluated in the following manner:

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

The lowest Cost Proposal will receive 20 points. All other proposals will receive between 1 to less than 20 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 (20 points) to arrive at a Cost Proposal score.

EXHIBIT A – FEDERAL CONTRACT CLAUSES

FEDERALLY REQUIRED CONTRACT CLAUSES

Access to Records and Reports –

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

Americans with Disabilities Act (ADA) –

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with 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 persons with disabilities, including any subsequent amendments to that Act, and with 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 persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

Bus Testing –
The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

Buy America –
The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements.

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: https://www.transit.dot.gov/buyamerica.

Cargo Preference Requirements –

The contractor agrees:
a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Civil Rights Laws and Regulations –

The following Federal Civil Rights laws and regulations apply to all contracts.
1 **Federal Equal Employment Opportunity (EEO) Requirements**. These include, but are not limited to:
a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

2 **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 **Nondiscrimination on the Basis of Age**. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 **Federal Protections for Individuals with Disabilities**. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, V, and VI of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., 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, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Promoting Free Speech and Religious Liberty**. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

Clean Air Act and Federal Water Pollution Control Act –

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA."

Contract Work Hours and Safety Standards Act –

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(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 forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 paragraph (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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the 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 and 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 paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Davis Bacon Act and Copeland Anti-Kickback Act –

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Debarment and Suspension–

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. 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 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Disadvantaged Business Enterprises -–

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Energy Conservation –

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

Equal Employment Opportunity–

During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Notice to Third Party Participants –

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation,

other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

Federal Changes

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

Federal Tax Liability and Recent Felony Convictions –

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

Fly America Requirements –

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
2) "United States" means the 50 States, the District of Columbia, and outlying areas.
3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agency's, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United

States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Incorporation of Federal Transit Administration (FTA) Terms –

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

No Government Obligation to Third Parties –

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Notification to FTA –

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

Patent rights and Rights in Data –

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical

reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Pre-Award and Post-Delivery Audits of Rolling Stock Purchases –

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

Program Fraud and False or Fraudulent Statements and Related Acts –

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment-

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain;

2) Extend or renew a contract to procure or obtain; or

3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c) See Public Law 115-232, section 889 for additional information.

d) See also § 200.471.

Prompt Payment –

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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, 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 Agency.

Public Transportation Employee Protective Arrangements –
The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers

of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Restrictions on Lobbying –

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - 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.

Conditions on use of funds.
(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.
(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or
(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or
(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding $100,000 at any tier under a Federal contract;
(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;
(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,
(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

Safe Operation of Motor Vehicles –

Seat Belt Use
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

School Bus Operations –
The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Seismic Safety –

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

Severability –

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

Solid Wastes –

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Special DOL EEO Clause –

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including

an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Special Notification Requirements for States –

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

Substance Abuse Requirements –

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

Termination –

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.

The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)
The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach
In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience
The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by

delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)
If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)
If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:
1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)
The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)
The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Trafficking In Persons –

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Veterans Hiring Preference –

Veterans Employment - Recipients and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Violation and Breach of Contract –

Disputes:
Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute:
Unless otherwise directed by the agencies authorized representative, 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 a reasonable time 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 agencies authorized representative 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 State in which the Agency is located.

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 Agency 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.

ADDITIONAL FTA PROCUREMENT PROVISIONS–

Geographic Preference: The Greater Hartford Transit District will conduct procurements in a manner that does not give in-State or local geographic preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State statutes expressly mandate or encourage geographic preference. This does not preempt Connecticut licensing laws from being considered in those disciplines that are regulated by the State. This is in accordance with FTA Circular 4220.1F (or most recent version), Third Party Contracting Guidance.

Cost Plus a Percentage of Cost: The Greater Hartford Transit District strictly prohibits the use of cost plus a percentage of cost-based contracts in accordance with FTA Circular 4220.1F (or most recent version), as the Common Grant Rules states that this method of contracting is strictly prohibited.

EXHIBIT B – STATE OF CT 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 pre-employment, 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 sill 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 ensure 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.

EXECUTIVE ORDERS

This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it.

Environmental Law Compliance

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

Publication of Reports

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

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

Jurisdiction and Forum Language

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

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

Litigation

The Proposer agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Proposer further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

FREEDOM OF INFORMATION ACT

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

RIGHT TO INSPECT RECORDS

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

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

PROVISIONS DATED MARCH 6, 1998
"SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES"

1. General

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

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

Contractors	Vendors (where applicable)
Subcontractors	Suppliers of Materials (where applicable)
Consultants	Municipalities (where applicable)
Subconsultants	Utilities (where applicable)

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

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

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

2. Equal Employment Opportunity Policy

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

3. Equal Employment Opportunity Officer

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

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

4. Dissemination of Policy

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

      (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six (6) months thereafter, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable Company Official.

      (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable Company official covering all major aspects of the Company's equal employment opportunity obligations within thirty (30) days following their reporting for duty with the Company.

      (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate Company official in the Company's procedures for locating and hiring protected class group employees.

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

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

5. Recruitment

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

B. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through its EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Company for employment consideration.

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

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

6. Personnel Actions

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

A. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

B. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practice.

C. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective actions shall include all affected persons.

D. The Company will promptly investigate all complaints of alleged discrimination made to the Company in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Company will inform every complainant of all of his avenues of appeal.

E. The general contact provision entitled A(76) Affirmative Action Requirements is made part of this document by reference. In conjunction with this contract provision, only the

job categories will change in order to be comparable with the job categories utilized by the Company proposing to do business with the Connecticut Department of Transportation. The goals and timetables will remain the same throughout the contract provision.

7. Training and Promotion

   A. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

   B. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contact performance. Where feasible, 25 percent of apprentices of trainees in each occupation shall be in their first year of apprenticeship of training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

   C. The Company will advise employees and applicants for employment of available training programs and entrance requirements for each.

   D. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

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

   A. The Company will use its best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

   B. The Company will use its best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin, etc.

   C. The Company is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation and shall set forth what efforts have been made to obtain such information.

   D. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, etc.

making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that there shall be no excuse that the union with which the Company has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Company from meeting the obligations pursuant to Executive Order 11246, as amended, and these provisions, such Company shall immediately notify the Connecticut Department of Transportation.

9. Subcontracting

A. The Company will use its best efforts to solicit Bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain a list of applicable Disadvantaged Business Enterprise firms from the Division of Contract Compliance.

B. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

C. The General Contract Provisions entitled "Minority Business Enterprises as Subcontractors" is made part of this document by reference and its requirements are applicable to all entities proposing to do business with the Connecticut Department of Transportation.

10. Records and Reports

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

A. The number of minority and non-minority group members and women employed in each work classification on the project.

B. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Companies which rely on whole or in part on unions as a source of their work force).

C. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

D. The progress and efforts being made in securing the services of minority and female owned businesses.

(1) All such records must be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the U.S. Department of Transportation including consultant firms.

(2) If on-the-job training is being required by the "Training Special Provision", the Company will be required to furnish a Monthly Training Report and Supplement Report (1409) for each trainee.

11. Affirmative Action Plan

A. Contractors, subcontractors, Vendors, suppliers, and all other Companies with contracts, agreements or purchase orders completely state funded will submit an Affirmative Action Plan if the contract value is $5,000 or over.

B. Contractors, subcontractors, Vendors, suppliers, and all other Companies with federally assisted contracts, agreements, or purchase orders valued at $10,000 or more will submit an Affirmative Action Plan.

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

EXHIBIT C – PROCUREMENT PROCEDURES AND APPEALS PROCESS

GHTD 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:

Douglas C. Holcomb, AICP 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 Greater Hartford Transit District, Douglas C. Holcomb, 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:_____ _____

Years in Business Providing Paratransit Vehicles: _____

Company Federal Taxpayer Identification Number _____

Organization is (check one):

___ Corporation ___ Partnership ___ Association

___ Joint Venture ___ Sole Proprietorship ___ Public Agency

___ Quasi-Public Agency_ Other: (Explain): _____

Organization is (check all that apply):

___ DBE ___ SBE ___ MBE

If the organization is a corporation, indicate the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice-President's Name: _____

Secretary's Name: _____

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

Date of Organization:_____

Name and Address of All Partners: _____

_____

_____

Name/Title/Phone/Email of the Organization's Authorized Representatives**:**

Contact for Questions about Proposal: _____

_____

Officer Responsible for Contract Performance: _____

_____

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the District with the services described in the Request for Proposal dated October 21, 2026. The stated Proposal shall be firm for 120 days from the due date for this Proposal.

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

Authorized Signature: _____

Title: _____

Date: _____/_____/_____

PROPOSAL SUBMISSION PAGE
FOR JOINT PROCUREMENT PARATRANSIT VEHICLES

SUBMITTED BY**:** _____

TO: Greater Hartford Transit District

The undersigned hereby declares that he/she has carefully read and examined the Advertisement and the Request and has decided to provide services and systems in conformance to the specifications and requirements of the RFP and any addendum thereto at the price stated in the attached proposal and or any final offers.

I additionally certify that we are fully licensed, insured and have the proper equipment, systems personnel to handle the project as documented in this procurement document.

My Company also agrees and understands that in the event that the **District** is required to purchase such services from another Vendor for any reason due to my company's failure to perform in accordance with the terms and conditions of this contract, my company will be charged the total cost of the other vendor(s) to perform the service, plus $100.00 (per occurrence) to cover administrative fees and costs.

The Contractor hereby agrees to pay the afore stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the **District** and further authorizes the **District** to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the monies due the Contractor are insufficient of no monies are due the Contractor, the Contractor shall pay the **District** the difference or the entire amount, whichever may be the case, within 30 (thirty) calendar days after receipt of a written demand by the Chief Financial Officer.

Under no circumstances shall this provision be interpreted or extended to mean a relinquishment of rights for a claim for any other damages that the **District** may have against the Contractor for any other reason whatsoever.

Firm Name: _____
Address: _____
Authorized by: _____
Signature: _____
Title: _____
Date: _____

SERVICE, PARTS AND DELIVERY POLICY

_____
Proposer

A. Location of nearest technical service representative:

Name: _____

Address: _____

Telephone: _____

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

Name: _____

Address: _____

Telephone: _____

*See body of RFP for locations of other Participating Agencies

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: _____

_____
Date

RECENT UNITS 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

Note if potential contractors believe that their product is an equal to the product specified, they must submit a written request to District in triplicate and this request will be approved or rejected by the District at least fifteen (15) calendar days prior to the scheduled opening of the proposals. Requests for approved equals must be received by the District in writing by Monday, December 7, 2026.

**Attach as many of these forms as necessary*

_____
Proposer/Vehicle Manufacturer

RFP Part ____ Section Number _____ Section Title _____

Proposer's Request:

The District's Response:

Approved: Denied: Noted: See Addendum:

Comments:

Procurement Officer: _____ Date: _____

EXHIBIT E – SUBMITTAL CHECKLIST

SUBMITTAL CHECKLIST OF REQUIRED ITEMS

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

A. Cover Letter of Introduction
B. Table of Contents
C. Proposer's Contact Information
D. Business Description
E. Proposer's Qualifications
F. Technical Approach and Production Schedules
G. Technical Understanding
H. Cost Proposal (and Cost Proposal-Optional Equipment)
I. Miscellaneous Information
J. Financial Capacity (including five (5) most recent audited financial statements)
K. Exhibit D: General Forms and Required Certifications
    a. 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
    b. General Information Form
    c. Proposal Submission Page
    d. Service Parts and Delivery Policy
    e. Recent Units Delivery List
    f. Acknowledgement of Addenda
    g. Approved Equal Form
L. Exhibit F: Required Certifications
    a. Affidavit (notarized)
    b. Certificate of Eligibility
    c. Certificate on Non-Collusion
    d. Certificate of Restrictions on Lobbying
    e. Certification of Government-Wide Nonprocurement Suspension and Debarment
    f. Buy America Certificate
    g. Pre-Award and Post Delivery Audit

h. Certification of DBE **No DBE Goal**

i. DBE Good Faith Effort **No DBE Goal**

j. DBE Letter of Intent **No DBE Goal**

k. Contractor's Statement on Sub-Contractors

l. Certificate of Compliance Federal Motor Vehicle Safety Standards (FMVSS)

m. FMVSS and Pollution Certificate

n. Certificate of Compliance with Vehicle Testing Requirement

o. Transit Vehicle Manufacturer's (TVM) Certification

M. Exhibit G: Cost Proposal

a. Vehicle Information Questionnaire

b. Pricing Form

c. Warranty Summary

N. Exhibit H: State of Connecticut Requirements

a. Requirements of the State of Connecticut

b. Small Business Enterprise (SBE) Certification **No SBE Goal**

c. SBE Letter of Intent **No SBE Goal**

d. Representation Requirements

EXHIBIT F – REQUIRED CERTIFICATIONS

AFFIDAVIT

STATE OF CONNECTICUT)
) ss._____, 20___
COUNTY OF _____)

I,_____, being duly sworn, depose and say:
(insert name of authorized agent)

- I am the _____of_____(the
(insert title) (insert name of company)

"Respondent") and am authorized on behalf of the Proposer to make this Affidavit.

- I am over 18 years of age and understand the obligations of an oath.
- There are no delinquent real and personal property taxes due the State of Connecticut from the Respondent.
- The Respondent is current on all monetary obligations due the State of Connecticut.
- The Respondent is currently in compliance with all applicable laws, regulations and ordinances of the United States and, State of Connecticut.

(Insert name of company)

By: _____

Name: Title:

Subscribed and sworn to before me,_____, the undersigned officer this

_____day of_____, 20___.

_____
Notary Public
My Commission Expires:

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

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

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

C. 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.

D. 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.

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. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

(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, _____, of _____,
Name & Title Name of Firm

hereby certify that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

4. The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000, and not more than $100,000 for each such failure.

5. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20_____.

By: _____

Signature & Title of Authorized Official

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 U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with State and/or Federal funds under this agreement.

The supplier or Contractor agrees to ensure that disadvantaged business enterprises as defined above 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 contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged 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.

The specific goal for this project is a minimum of **0%**. **There is no DBE goal for this project.**

[ ] Contractor will meet the DBE goal for this contract. Proposer is certified according to requirements of DOT 49 CFR Part 26 as a DBE eligible for participation in DOT assisted contracts, and will be performing _____ percent (_____ %) of the contract work.

[ ] Contractor will meet the DBE goal for this contract. If awarded this contract, proposer will subcontract with the DBE(s) listed below which will be performing a total of _____ percent (_____%) of the total dollar amount of contract work. Each DBE listed below is certified according to requirements of DOT 49 CFR Part 26 for participation in DOT assisted contracts.

DBE Name and Address	Description of Work	Percent of Dollar Amount of Total Contract Work

(Attach additional sheets)

[ ] Contractor (if unable to meet the DBE goal of 0%) is committed to a minimum of ___% DBE utilization on this contract and will submit documentation demonstrating good faint efforts using the attached form.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: _____

Any contractor and/or sub-contractor utilized to meet the DBE Participation requirements must be certified through the State of Connecticut Department of Transportation's Unified Certification Program (UCP.)

DBE GOOD FAITH EFFORTS DOCUMENTATION FORM

ANNUAL DBE GOAL: 0%

There is no DBE goal for this project

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
(a separate form is to be submitted for each DBE firm)
There is no DBE goal for this project

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 Small Business Enterprise 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 crank case of a spark-ignition engine are controlled to minimize their escape into the atmosphere.

3. Visible emission from the exhaust will not exceed #1 on the Ringlemann Scale when measured six inches from the tailpipe with the vehicle in steady operation.

4. When the vehicle has been idled for three minutes and then accelerated to 80% of rated speed under load, the opacity of the exhaust will not exceed #2 on the Ringlemann Scale for more than five seconds and not more than #1 on the Ringlemann Scale thereafter.

5. The vehicle engine furnished meets the Federal and State regulations for year of manufacture. Certificate to include the values of the H.C. + NO and Co and PM grams per BHP-HR.

6. The vehicles shall comply with the Federal Motor Vehicle Safety Standards as established by the United States Department of Transportation in effect on the date of manufacture.

7. That the vehicle shall comply with all requirements of the laws of the State of Connecticut, including all regulations set forth by the Connecticut Department of Transportation in effect on the date of manufacture.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: _____/_____/_____

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

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

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

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

Name of Bidder/Company Name: _____

Type or Print Name: _____

Signature of Authorized Representative: _____

Signature of Notary and Seal: _____

Date of Signature: _____/_____/_____

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

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

TRANSIT VEHICLE MANUFACTURER'S CERTIFICATION

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

BIDDER/COMPANY

Name of Bidder/Company Name: _____

Signature of Authorized Representative: _____

Type or Print Name: _____

Date of Signature: _____/_____/_____

BIDDER/NOTARY

Type or Print Name: _____

Signature of Notary: _____

Title: _____

Place Notary SEAL Here:

EXHIBIT G - COST PROPOSAL FORMS

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

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

PRICES
The District and Participating Agencies reserve the right to order vehicles over the five-year period beginning upon the date the District issues a written Notice to Proceed (NTP). The prices of such vehicle and equipment shall be at the prices quoted below. These prices shall remain firm, fixed for any orders issued by the District or other procuring agencies within a period of 120 days of NTP. The price(s) of any vehicle or equipment ordered by the District or other procuring agencies after the initial 120 day firm fixed price period shall be that quoted (Base Offer per Vehicle) plus/minus any adjustment which will be calculated based on the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI) Category 1413, "Trucks and Vehicle Bodies" formula as described in **Section II Technical , #7. Pricing** of the RFP. **However, in no event will the price(s) for any order issued exceed, by more than five percent, the price(s) that would have been in effect 12 months prior to the date of issuance of the purchase order.**

The Proposer shall submit its proposal supplying specifications for a heavy duty gasoline engine and, proposal requires the cost of L.P.G. engine in lieu of gasoline engine will all the necessary L.P.G. engine requirements including heavy duty package to be proposed as an option and conform to the specifications as they related to a L.P.G. engine.

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

VEHICLE INFORMATION QUESTIONNAIRE

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

Proposer: _____

Vehicle Manufacturer: _____

Bus Model Number/Name: _____

Altoona Test Life (years/miles) _____
Test Report Model _____
Test Report Number _____
Test Report Date _____

Production Location _____

Dimensions:

Overall Length:	_____ inches
Overall Width:	_____ inches
Overall Height:	_____ inches
Wheelbase:	_____ inches
Overhang:	_____ inches (from front axle center)
Overhang:	_____ inches (from rear axle center)
Approach angle:	_____ degrees (front)
Approach angle:	_____ degrees (rear)
Breakover angle:	_____ degrees

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

Minimum Road clearance:
Front axle: _____ inches
Rear axle: _____ inches

Front tire size: _____
Rear tire size: _____

Height:

Floor to ceiling:	_____ inches
Above front axle:	_____ inches
Above rear axle:	_____inches
Floor to street:	_____ inches (at lowest point)
Front door centerline:	_____inches
Rear axle centerline:	_____ inches

Front doors

Height: _____inches
Opening width: _____ inches
Clear width: _____ inches
Minimum width: _____ inches (top)
Minimum width: _____inches (bottom)

Wheelchair Door
Height: _____inches
Opening width: _____ inches
Clear width: _____ inches
Aisle width
Between seats: _____ inches
Minimum at cushion: _____ inches
Minimum at seat top: _____ inches

Windows
Side window area: _____ square inches
Side window thickness: _____ inches

Engine Manufacturer:_____

Type/Model number: _____

Transmission Manufacturer: _____

Type: _____
Model: _____
Speed: _____

Construction Type/Materials
Subframe _____
Body frame_____
Exterior panels _____
Interior panels_____
Insulation _____

Floor Thickness _____

Fuel Tank Capacity (gallons) _____

Outside Body Corner Turning Radius: _____ feet
Inside Body Corner Turning Radius: _____ feet

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

Step Depth Measurements
First step: _____ inches
Second step: _____ inches
Third step: _____ inches

Mirrors
Driver's side dimensions (flat): _____
Driver's side dimensions (convex): _____
Curb side dimensions (flat): _____
Curb side dimensions (convex): _____

Heating, Ventilation, Air Conditioning (HVAC) system:

A/C System Manufacturer/Model #: _____
A/C BTUs: _____

Heating System Manufacturer/Model #: _____
Heating BTUs: _____

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

Seat Belt Manufacturer: _____

Type _____

Passenger Seats Manufacturer: _____

Type _____

Driver's Seat Manufacturer _____

Model _____

Wheelchair Lift Manufacturer: _____

Wheelchair Securement Manufacturer: _____

Date: _____

Signature: _____

Title: _____

PRICE AND OPTIONAL FEATURES PRICING WORKSHEETS
Vehicle Type A, B, C, D, E, F, & G

**Attach list of pricing for all options*

Manufacturer _____

Model _____

	Class A	**Class B**	**Class C**	**Class D**
	8 min psgr, 138-139" wb	12 min psgr, 158-159" wb	16 psgr, 176-190" wb	6 psgr, 145” wb Ford Transit “Type” Van (or approved equal)
Base Price per Vehicle	$	$	$	$
Delivery Cost to District	$	$	$	$
Total Price per Vehicle	$	$	$	$
Date of FTA Vehicle Test				
Gasoline	$	$	$	$
Other	$	$	$	$

PRICE AND OPTIONAL FEATURES PRICING WORKSHEETS
Vehicle Type A, B, C, D, E, F, & G

**Attach list of pricing for all options*

Manufacturer _____

Model _____

	Class E Ford Transit "Type" Body on Chassis Bus (or approved equal) (commercial cutaway/transit chassis)	**Class F** Low-Floor Wheelchair Accessible Cutaway Bus (commercial low-floor)	**Class G** ADA Lowered-Floor Minivan with Side-Entry Ramp (current OEM platform)
Base Price per Vehicle	$	$	$
Delivery Cost to District	$	$	$
Total Price per Vehicle	$	$	$
Date of FTA Vehicle Test			
Gasoline Powered	$	$	$
Other	$	$	$

SUMMARY OF STANDARD WARRANTIES

(Provide detailed warranty information with proposal)

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

Vehicle Type _____

5 year buses
(Minimum Federal Life)

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

EXHIBIT H – STATE OF CONNECTICUT CERTIFICATIONS

REQUIREMENTS OF THE STATE OF CONNECTICUT

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

_____
Signed:

_____
Authorized Corporate Official

_____
Date

CONNECTICUT REQUIRED CERTIFICATIONS

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

https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms

Check this State of Connecticut Internet site immediately before you submit your proposal in case of any recent changes to the State's contractual requirements. It is the responsibility of the proposer to ensure that any and all up-to-date contract certification forms are properly filled out and submitted with your proposal.

SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

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

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

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

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

No_____; My Company is not certified by the State of Connecticut as a SBE.

SBE Certification

The contractor hereby acknowledges that **District** has established an annual SBE goal of **twenty-five percent (25%)**. **There is no specified goal for this procurement**.

Firm Name: _____

Signature: _____

Title: _____

Date: _____

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

SBE LETTER OF INTENT

There is no specified goal for this procurement.

Name of bidder/offeror's firm: _____
Address: _____
City: _____ State: _____ Zip: _____

Name of SBE firm: _____
Address: _____
City: _____State: _____ Zip: _____
Telephone: _____

Description of work to be performed by SBE firm:

_____

_____

_____

_____

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

Affirmation

The above-named SBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is SBE 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.

Request for Proposal: ***RFP #01-027 Joint Procurement Paratransit Vehicles***

Proposer: _____

District: *Greater Hartford Transit District*

Submission Date: _____, *2026*

Gifts, Connecticut General Statutes §4-252. ***Notice: The District shall not award or enter into any contract or agreement with Proposer if Proposer fails to make and comply with the representation requirements set forth in Connecticut General Statutes §4-252.*** Proposer hereby represents, warrants and certifies to the District that:

(1) no Gifts were made by: (A) Proposer, (B) any Principals and Key Personnel of Proposer, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of Proposal or Principals and Key Personnel, who participate substantially in preparing bids, proposals or negotiating state contracts to (i) any public official or employee of any state agency or quasi-public agency or of the District soliciting bids or proposals for a contract, who participates substantially in preparation of bid solicitations or requests for proposals for a contract or the negotiation or aware of a contract, or (ii) any public official or state employee of any other state agency or quasi-public agency who has supervisory or appointing authority over such state agency or quasi-public agency or the District;

(2) no Principals and Key Personnel of Proposer or agent of Proposer or Principals and Key Personnel, knows of any action by Proposer to circumvent such prohibition on Gifts by providing for any other Principals and Key Personnel, officials, employees or agents of Proposer to provide a Gift to any such public official or state employee or employee of the District; and

(3) Proposer is submitting bids or proposals without fraud or collusion with any person.

Initial capitalized terms used in this paragraph and not defined herein have the meanings ascribed thereto in C.G.S. §4-250 and §4-252.

Nondiscrimination; Connecticut General Statutes §4a-60 & Connecticut General Statutes §4a-60a. Proposer hereby represents, warrants and certifies to the District that the Proposer has a policy in placed that complies with, and will remain in compliance with throughout the term of any contract or agreement awarded in connection with the Request for Proposal, the nondiscrimination agreements and warranties set forth in Connecticut General Statutes §4a-60(a)(1) and §4a-60a(a)(1), as amended.

The authorized signatory of Proposer confirms, acknowledges and demonstrates their understanding of the obligations set forth in Connecticut General Statutes §4a-60 & §4a-60a by initialing here:

Print Name:_____ Initials:_____

The District shall not award or enter into any contract or agreement with Proposer if Proposer has not included the nondiscrimination affirmation provision in the contract and otherwise complied with the requirements set forth in Connecticut General Statutes §4a-60 & §4-60a.

Campaign Financing Contributions; Connecticut General Statutes §9-612(f) & (g). Proposer has delivered to the District a completed SEEC Form 10 Notice in accordance with Connecticut General Statutes §9-612(g)(1), a copy of which can be obtained at the following internet link: ***https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf***

Proposer hereby represents, warrants and certifies to the District:

(1) that Proposer has received a copy of the written notice advising state contractors and prospective state contractors of the contribution and solicitation prohibitions set forth in Connecticut General Statutes §9-612(f)(2)(A) & (B);

(2) that Proposer has not made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be violation of Connecticut General Statutes §9-612(f)(2)(A) & (B) without mitigating circumstances having been found to exist concerning such violation; and

(3) Proposer's chief executive officer or authorized signatory of this Request for Proposal submission has completed and delivered to the District the State of Connecticut Campaign Contribution Certification in accordance with Connecticut General Statutes §9-612, set forth on Schedule E-1 attached hereto and made a part hereof.

Notice: The District shall not enter into any contract or agreement with Proposer if Proposer fails to make and comply with the representation requirements set forth in Connecticut General Statutes §9-612.

Occupational Safety & Health; Connecticut General Statutes §31-57b. Proposer hereby represents, warrants and certifies to the District that Proposer is not in violation of, is in compliance with, and will remain in compliance with the requirements set forth in Connecticut General Statutes §31-57b throughout the terms of any contract or agreement awarded in connection with the Request for Proposal.

Notice: All representations, warranties and disclosures contained above are sworn as true to the best knowledge and belief of the below authorized signatory and any false statements made herein are punishable under the penalty for false statement as provided for in §53a-157b of the Connecticut General Statutes.

PROPOSER:

[ENTITY NAME]

By:_____
Name:
Title:

Sworn and subscribed before me on this _____ day of _____, 2026.

_____
Notary Public/Commissioner of the Superior Court.

EXHIBIT I – VEHICLE SPECIFICATIONS

EXHIBIT I – VEHICLE SPECIFICATIONS

1. SMALL BUSES AND VANS - ALL VEHICLE TYPES

(Types A, B, C, D, E, F, and G)

1.0 General

1.1 Scope

These Vehicle Specifications establish the minimum requirements for new accessible cutaway buses, transit-style vans, low-floor buses, and lowered-floor minivans intended for urban, suburban, and rural public transportation service for persons with disabilities, including passengers who use wheelchairs or other mobility devices and elderly passengers. Vehicles will be subjected to frequent starts and stops, extended idle periods, repeated wheelchair loading, winter road salt, and sustained daily transit use. Safety, accessibility, durability, maintainability, maneuverability, parts availability, and passenger comfort are primary considerations.

Unless a vehicle-specific section expressly provides otherwise, the common requirements apply to Types A through F. Type G shall comply with common requirements where technically applicable and with the Type G vehicle-specific requirements. Requirements shall be interpreted as minimum performance requirements. All equipment necessary to furnish a complete, safe, legal, operable, federally compliant, and ready-for-service vehicle shall be included whether or not every minor item is expressly listed.

References to a particular manufacturer, model, trade name, product, or catalog number in historical source material have been converted to generic performance requirements. Any remaining reference shall be construed as establishing a minimum level of quality, function, durability, serviceability, or compatibility and shall be followed by the words “or approved equal.”

1.2 Vehicle Types and Required Capacity Basis

The procurement shall include the following vehicle types. Each bidder shall submit a fully dimensioned floor plan, weight analysis, axle loading, seating and wheelchair count, door and access dimensions, lift/ramp location, securement arrangement, emergency exits, HVAC component locations, and all available alternative floor plans for each type offered.

Type	Vehicle Category	Size / Platform	Required Capacity Basis
A	Body-on-chassis cutaway bus	138–139-inch nominal wheelbase	Minimum 2 wheelchair positions; target 8 ambulatory seats. Bidder shall state achievable capacity for each available Shift-N-Step, passenger-side rear lift, and rear lift arrangement.
B	Body-on-chassis cutaway bus	158–159-inch nominal wheelbase	Minimum 2 wheelchair positions; target 12 ambulatory seats. Bidder shall state achievable capacity for each available Shift-N-Step, passenger-side rear lift, and rear lift arrangement.
C	Body-on-chassis cutaway bus	176–190-inch nominal wheelbase	Minimum 2 wheelchair positions; target 16 ambulatory seats. Bidder shall state achievable capacity for each available Shift-N-Step, passenger-side rear lift, and rear lift arrangement.
D	Transit-type van or approved equal	Nominal 148-inch wheelbase; mid-roof SRW and high-roof extended DRW configurations.	Base 6 ambulatory seats and 2 wheelchair positions where compatible; alternate layouts and Type D chassis/body options priced as listed in Section 13.4.
E	Transit-style body-on-chassis cutaway bus or approved equal	Current commercial cutaway/transit chassis	Base 8 ambulatory seats and 2 wheelchair positions; fold-away seating options to increase ambulatory capacity.
F	Low-floor wheelchair-accessible cutaway bus	Commercial low-floor cutaway platform	Minimum 2 wheelchair positions; bidder shall state simultaneous and maximum ambulatory seating for each floor plan.

Type	Vehicle Category	Size / Platform	Required Capacity Basis
G	ADA lowered-floor minivan with side-entry ramp	Current OEM minivan platform	Option G-1: 3 ambulatory seats and 2 wheelchair positions plus driver. Option G-2: 4 ambulatory seats and 1 wheelchair position plus driver.

1.3 Additional Passenger and Wheelchair Floor-Plan Options

The following capacity combinations are not separate vehicle types. They shall be priced only when physically compatible with the offered vehicle, applicable Bus Testing documentation, GVWR/GAWR, tire ratings, ADA clearances, and the required independent wheelchair access path. The ordering agency may select a floor plan when issuing a purchase order.

Compatible Category	Optional Capacity Combinations
Smaller/narrow-body options	8 ambulatory / 1 WC; 8 ambulatory / 2 WC; 8 ambulatory / 3 WC; 9 ambulatory / 2 WC
Medium/wide-body options	10 ambulatory / 2 WC; 12 ambulatory / 2 WC; 12 ambulatory or up to 4 WC positions
Larger body options	16 ambulatory / 2 WC; 20 ambulatory / 2 WC, subject to licensing, weight, and body size
Van/minivan options	5 ambulatory / 2 WC; 6 ambulatory / 1 WC; vehicle-specific options in Sections 13.4 and 13.7

1.4 Definitions

Approved Equal. A product, material, process, system, or design demonstrated by the bidder and accepted by the Lead Agency as equal or superior in safety, quality, function, durability, serviceability, maintainability, and compatibility.

Curb Weight. Completed vehicle weight including maximum fuel, oil, coolant, all specified equipment, and operating fluids, but without driver or passengers.

Gross Load. The passenger-loading allowance stated in the solicitation or the applicable federal testing rule for every designed passenger seating position, wheelchair position, and the driver. Vehicles shall be designed for no standees unless expressly approved.

GVW / SLW. Gross Vehicle Weight or Seated Load Weight: curb weight plus the required passenger and wheelchair loading allowance.

GVWR / GAWR. Gross Vehicle Weight Rating and Gross Axle Weight Rating assigned by the chassis or incomplete vehicle manufacturer.

OEM. Original equipment manufacturer of the chassis or complete vehicle.

Final-Stage Manufacturer / Converter. The entity completing and certifying the vehicle after the incomplete chassis or base vehicle is produced.

WC. Wheelchair or other occupied mobility device.

1.5 Abbreviations

ADA: Americans with Disabilities Act and applicable U.S. Department of Transportation accessibility regulations. ASTM: ASTM International. EPA: U.S. Environmental Protection Agency. FTA: Federal Transit Administration. FMVSS: Federal Motor Vehicle Safety Standards. SAE: SAE International. CTDMV: Connecticut Department of Motor Vehicles. TVM: Transit Vehicle Manufacturer. WC18/WC19: applicable voluntary wheelchair tiedown, occupant restraint, and wheelchair transportation standards.

1.6 Legal and Regulatory Requirements

- Vehicles shall comply with all applicable FMVSS, EPA emissions requirements, ADA requirements, federal and State of Connecticut motor vehicle requirements, and applicable SAE practices in effect on the date of manufacture and delivery.
- Where federal or state law conflicts with these specifications, the legal requirement shall prevail. The bidder shall identify the conflict in writing before the proposal deadline and propose compliant language.
- All vehicles shall be inspected by CTDMV and approved for the appropriate service-bus or other required registration before delivery, unless the ordering agency provides written direction otherwise. All title, origin, weight, inspection, certification, and registration documents shall accompany delivery.
- The final-stage manufacturer shall certify the completed vehicle and shall not knowingly impair OEM safety systems, electronic stability control, airbags, emissions controls, diagnostics, structural integrity, or warranty coverage.

1.7 Buy America, Pre-Award, Post-Delivery, and TVM Requirements

For FTA-assisted orders, the bidder shall comply with the FTA Buy America requirements applicable to rolling stock, including United States final assembly and the domestic-content percentage in effect for the procurement. The bidder shall submit the required certification with the proposal and shall provide component and subcomponent origin and cost data sufficient for the ordering agency to complete pre-award and post-delivery audits. The successful vehicle manufacturer shall be eligible to bid as a Transit Vehicle Manufacturer when required by 49 CFR Part 26.

1.8 FTA Bus Testing and Useful Life

The bidder shall submit the applicable FTA Bus Testing report with the proposal or an FTA determination that the offered model is exempt, covered by a prior report, or requires only partial testing. The report or determination shall correspond to the body, chassis, wheelbase, propulsion system, structure, GVWR, seating capacity, and wheelchair configuration offered. Materially different vehicles shall not be represented as tested without written FTA support.

Vehicle Type	Minimum Intended Useful Life / Bus Testing Basis
A, B, C, E, and F	At least 5 years or 150,000 miles.

Vehicle Type	Minimum Intended Useful Life / Bus Testing Basis
D	At least 4 years or 100,000 miles; 5-year/150,000-mile report when applicable to the offered model.
G	At least 4 years or 100,000 miles on the current converted body style, when Bus Testing applies.

The final solicitation shall be checked immediately before issuance for any amendments to 49 CFR Part 665 or FTA Bus Testing policies that become effective after this draft.

1.9 Components, Materials, Workmanship, and Completeness

- All parts, materials, equipment, and accessories shall be new, current production, free from defects, and suitable for the specified transit duty cycle. Used, reconditioned, obsolete, or discontinued parts are not acceptable.
- Components on vehicles furnished by the same manufacturer should be interchangeable to the greatest extent practicable.
- The body manufacturer or converter shall participate in the applicable chassis-manufacturer quality/upfitter program and shall maintain a documented quality-management system appropriate to transit vehicle manufacturing.
- All exposed edges, joints, fasteners, and interior surfaces shall be smooth and free from burrs, sharp projections, snag hazards, or unfinished surfaces.
- All omissions necessary to provide a complete, safe, legal, ready-for-service vehicle shall be supplied at no additional cost.

1.10 Noise Control

Exterior vehicle noise shall not exceed eighty-six (86) dBA when measured using SAE J366 or the current equivalent procedure. Interior noise measured two (2) feet from the rear window and four (4) feet above the floor with the vehicle stationery, transmission in neutral or park, and engine operating at maximum rated governed speed or the specified test condition, shall not exceed 86 dBA. The bidder shall provide certification or test data upon request. This requirement shall not be interpreted to permit a lower legal noise limit to be exceeded.

1.11 Required Proposal Submittals

- Completed line-by-line compliance schedule, identifying comply, exception, approved equal, or not applicable, with proposal page references.
- Fully dimensioned floor plans for every offered configuration and option.
- Weight analysis at curb weight and full seated/wheelchair load showing front and rear axle loads, left/right loading where available, payload reserve, GVWR/GAWR compliance, and tire/wheel capacity.
- Chassis, engine, transmission, axle ratio, suspension, brake, wheel/tire, alternator, battery, electrical-load, HVAC, lift/ramp, seating, securement, and body data.
- FTA Bus Testing report or determination, Buy America and TVM certifications, final-stage manufacturing certification, and applicable FMVSS/emissions certifications.
- Quality assurance plan, local warranty and parts support plan, delivery schedule, training plan, and sample electronic manuals.

2.0 ENGINE, TRANSMISSION, AND DRIVETRAIN

2.1 Engine and Propulsion

The standard propulsion system shall be the current OEM heavy-duty gasoline engine appropriate for sustained full-load transit operation. The bidder shall provide make, model, fuel grade, displacement, horsepower, torque, compression ratio, emissions certification, oil and coolant capacities, maintenance intervals, and warranty.

Where available, the bidder shall separately price diesel, CNG, hybrid, battery-electric, or other alternative propulsion. Alternative propulsion shall include all required structural, thermal-management, charging/fueling, diagnostic, safety, training, warranty, and infrastructure information. No alternative propulsion shall reduce the required passenger capacity or payload without disclosure and ordering-agency approval.

2.2 Engine Installation and Firewall

The engine and propulsion components shall be installed to minimize vibration and prevent intrusion of exhaust fumes, heat, fluids, or noise into the passenger compartment. A sealed thermal and acoustic firewall or equivalent OEM structure shall separate the engine/propulsion system from the passenger compartment. Insulation shall be noncombustible or flame resistant and compatible with the temperatures encountered.

2.3 Exhaust System

The exhaust system shall be low-noise, corrosion resistant, adequately supported, and routed to prevent exhaust entry into the vehicle. The tailpipe shall discharge at an agency-approved location that complies with the chassis manufacturer and CTDMV requirements. Heat shielding shall be provided between exhaust components and fuel, brake, electrical, HVAC, floor, ramp/lift, and passenger areas. The installation shall not interfere with wheelchair access or maintenance.

2.4 Fuel System

The largest practical OEM fuel tank for the offered chassis shall be provided. Capacity and location shall be stated. The filler shall be accessible, tethered or otherwise retained, protected from siphoning where available, and shall not be located beneath the lift or ramp. Modified fuel tanks, filler necks, or lines shall retain applicable safety certification, corrosion protection, shielding, and ground clearance. Diesel options shall include an appropriate water separator.

2.5 Cooling System

The engine and transmission cooling systems shall be the maximum-duty OEM systems available for the chassis and shall provide satisfactory stop-and-go operation at ambient temperatures up to 115 degrees F and freeze protection to at least -34 degrees F. The system shall include a coolant recovery/overflow tank. The bidder shall identify radiator, fan, transmission-cooler, and auxiliary-cooling capacities.

2.6 High Idle

Types A, B, C, and E shall include an automatic and driver-selectable high-idle system when required to maintain alternator output and HVAC performance at idle. The system shall increase idle speed to approximately 1,500 rpm, operate only with the transmission in park or neutral and parking brake applied, and disengage when a drive range is selected or the brake/interlock logic

requires. High idle is not required on Types D, F, or G when the OEM or final-stage manufacturer demonstrates adequate electrical and HVAC performance at standard idle.

2.7 Transmission

- Fully automatic OEM transmission with at least six forward speeds or the current OEM equivalent appropriate to the chassis and duty cycle.
- Maximum-duty OEM transmission oil cooler and filtration available for the chassis.
- Drive-train selection and axle ratio sufficient to maintain at least 65 mph at full seated load without undue engine or transmission stress.
- Bidder shall provide transmission model, ratios, fluid, cooling method, maintenance intervals, and warranty.

2.8 Driveshaft and Guards

Each driveshaft section shall be properly balanced and rated for the engine/transmission torque. Guards shall prevent a disconnected shaft from striking the passenger floor or roadway while allowing normal suspension and universal-joint movement. This requirement applies only to chassis with exposed driveshaft sections.

2.9 All-Wheel Drive (AWD) Option - All Vehicle Types

The bidder shall separately price an all-wheel-drive (AWD) configuration for each Vehicle Type A through G whenever an OEM, chassis-manufacturer-authorized, or final-stage-manufacturer-certified AWD system is available and compatible with the proposed completed vehicle. AWD shall not reduce required accessibility, seating or wheelchair capacity, GVWR/GAWR compliance, ground clearance, braking/stability-control performance, FTA Bus Testing applicability, Buy America compliance, or OEM/final-stage warranty without full written disclosure and ordering-agency approval. The bidder shall identify any effect on payload, axle ratings, tire/wheel size, fuel capacity, lift/ramp installation, floor height, turning radius, maintenance requirements, and delivery schedule. If AWD is not commercially or technically available for a vehicle type, the bidder shall mark the option 'Not Available' and provide the technical basis.

3.0 BRAKES, STEERING, SUSPENSION, WHEELS, AND TIRES

3.1 Brakes

- Power-assisted service brakes and emergency/parking brakes shall be the heaviest-duty OEM systems available and appropriate for the completed GVWR.
- Four-wheel anti-lock braking and electronic stability control shall be retained and fully functional.
- Front and rear disc brakes are required where offered by the OEM. The bidder shall state rotor and lining sizes, parking-brake type, and brake-fluid specification.
- Brake performance shall comply with all applicable federal and state requirements for stopping distance, stability, fade resistance, water recovery, warning devices, and parking-brake holding ability.

3.2 Steering and Alignment

Power steering shall be OEM supplied and shall provide stable, self-centering operation without excessive road shock or vibration. The completed vehicle shall be aligned after conversion and within 100 miles of final delivery. Caster, camber, and toe shall be within OEM limits and an alignment printout shall accompany each vehicle.

3.3 Suspension and Leveling

- The suspension shall use the highest appropriate OEM rating and heavy-duty shock absorbers. It shall provide passenger comfort without sacrificing stability, steering, braking, or tire life.
- A curbside supplemental spring, helper spring, air spring, or approved equivalent shall compensate for the weight of a wheelchair lift, ramp, HVAC, or other asymmetric equipment when necessary.
- The completed vehicle shall stand level with and without passenger load. The bidder shall state ride height, suspension travel, kneeling range, alignment provisions, and any non-OEM modifications.
- Every floor plan shall be accompanied by a detailed weight analysis showing that no axle, tire, wheel, or suspension rating is exceeded.

3.4 Wheels and Tires

- OEM-compatible steel or aluminum wheels of the heaviest rating required for GVWR and axle ratings.
- All-season steel-belted radial commercial tires with load range sufficient for the completed vehicle. All tires on a delivered vehicle, including the spare, shall be identical in manufacturer, size, load range, and tread unless the OEM requires otherwise.
- Tires shall be dynamically balanced to at least 55 mph and inflated to the pressure recommended for the delivered axle loading. A tire-pressure chart shall be provided.
- A mounted spare tire and wheel shall be provided on Types A, B, C, and E and on Types D, F, and G where the vehicle design and ordering agency permit. If an underbody carrier is used, it shall be hinged or otherwise serviceable, corrosion resistant, and securely retained.
- Front and rear mud flaps shall be provided where practicable. Additional mud flaps shall protect skirt-mounted HVAC equipment.

4.0 ELECTRICAL SYSTEM, WIRING, MULTIPLEXING, AND DIAGNOSTICS

4.1 General Electrical Requirements

The vehicle shall use a 12-volt negative-ground electrical system unless an alternative propulsion system requires otherwise. Components shall be selected to operate under low engine speed and high accessory load from HVAC, lights, lift/ramp, communications, cameras, and ITS equipment.

4.2 Alternators and Batteries

Type	Minimum Alternator / Battery Requirement
A, B, C, and E	Minimum 220-amp OEM alternator or approved output-equivalent; two batteries with combined minimum 1,400 CCA.
D	Minimum 220-amp OEM alternator where available; dual-battery or highest-output OEM battery package suitable for lift, rear HVAC, cameras, and ITS.
F	Minimum 200-amp heavy-duty alternator; 220 amps preferred where available. Battery capacity shall support suspension, door, ramp, HVAC, lighting, cameras, and ITS.
G	Heaviest-duty factory alternator, minimum 180 amps, and OEM dual-battery or auxiliary-battery system where available.

For every configuration, the bidder shall submit an electrical load analysis showing continuous and intermittent loads at idle, alternator output, battery reserve, and at least 15 percent spare capacity under the specified operating condition. If the analysis shows the stated minimum is insufficient, the higher-capacity system shall be furnished.

Auxiliary batteries located outside the engine compartment shall be mounted in a corrosion-resistant, ventilated, weather-protected compartment on a latched slide-out tray. The compartment shall be accessible for service, protected from wheel wash, provide adequate cable slack, and include appropriate main and body disconnects and overcurrent protection.

4.3 Wiring and Harnesses

- Body and conversion wiring shall equal or exceed OEM quality and shall comply with applicable SAE wiring practices. Conductors shall be stranded copper, properly sized, color and function coded, and identified at both ends.
- Exterior connections shall be sealed weather-pack or approved equal. Wiring shall be protected from heat, water, road splash, solvents, abrasion, and chafing using loom, grommets, clamps, and suitable routing.
- Harnesses shall be sectional and terminate at insulated multi-pin connectors or labeled junction blocks where practical. Grounding through hinges, door latches, or removable covers is prohibited.
- At least four spare conductors shall be provided in major body harnesses where practical. Battery cables shall be appropriately sized and protected.

- The OEM vehicle wiring shall remain unchanged to the greatest extent practicable. Add-on systems shall use a separate labeled electrical panel with service access.

4.4 Circuit Protection and Electrical Panel

Switches, relays, connectors, and wiring devices shall be rated for at least 125 percent of the protected maximum load. Circuit breakers shall be appropriately rated and manually reset where practical. The master body electrical panel shall be weather protected, illuminated, accessible from inside the vehicle, and shall contain a permanently affixed circuit legend. Each vehicle shall be delivered with a complete as-built wiring diagram accurately matching the vehicle.

4.5 Multiplex and Diagnostic System

A transit-grade multiplex electrical system with diagnostic display and fault history shall be standard on Type E and priced as an option on Types A, B, C, and F where available. The system shall not prevent ordinary maintenance without proprietary dealer-only tools. Software, interface cables, training, passwords, and licenses required for agency maintenance shall be included or separately identified.

4.6 Pre-Wiring and Spare Capacity

Vehicles shall be pre-wired for agency radio, AVL/CAD/MDT, farebox, cameras, passenger information, and other selected ITS equipment. Power, ignition sense, dedicated grounds, antenna ground planes, conduits/data pathways, labeled terminations, and mounting reinforcement shall be provided as identified at the pre-production meeting.

5.0 HEATING, VENTILATION, AIR CONDITIONING, AND DEFROSTING

5.1 General Performance

The heating and air-conditioning systems shall provide uniform passenger comfort throughout the vehicle during Connecticut operating conditions and repeated stop-and-go service. Driver and passenger systems shall have separate controls within reach of the seated driver. The bidder shall provide rated cooling and heating capacity, refrigerant type and charge, compressor arrangement, condenser and evaporator locations, airflow, electrical/engine load, and the performance-test procedure.

5.2 Minimum Rated Capacities

Type	Minimum Passenger Cooling	Minimum Passenger Heating	Special Requirement
A	45,000 Btu/hr	65,000 Btu/hr total front and rear	Dash and rear passenger systems; dual system or equivalent.
B	55,000 Btu/hr	85,000 Btu/hr total front and rear	Dash and rear passenger systems; dual system or equivalent.
C	70,000 Btu/hr	145,000 Btu/hr total front and rear	Capacity may be met by multiple integrated systems.
D	Maximum available OEM front system plus rear auxiliary system	Maximum available OEM front system plus rear auxiliary system	Bidder shall state actual Btu/hr and airflow.
E	45,000 Btu/hr. minimum; 55,000 Btu/hr. priced option	65,000 Btu/hr. total front and rear minimum	Alternate bulkhead/roof/skirt component location priced.
F	65,000 Btu/hr. minimum	60,000 Btu/hr. minimum	Minimum 1,200 CFM passenger airflow.
G	OEM front and rear system retained	OEM front and rear system retained	Bidder shall state actual output; conversion shall not obstruct service access.

The capacities above are based on the prior statewide and GHTD specifications and shall be confirmed by maintenance managers and bidders against current chassis/body offerings before final issuance. A bidder may propose demonstrated equivalent performance in lieu of a nominal capacity only through an approved-equal request supported by test data.

5.3 Heating System

- Heating shall serve the driver, windshield defroster, passenger compartment, and stepwell/entry area.
- Auxiliary rear heaters shall have at least two fan speeds, provide uniform distribution, and include separately controlled supply and return shut-off valves accessible for maintenance.
- The system shall be capable of raising the passenger-compartment temperature to at least 60 degrees F within 30 minutes after the engine reaches operating temperature when the outside temperature is 10 degrees F, or shall meet a more stringent ordering-agency performance test.
- Hot-air outlets shall not create hazardous hot spots at passengers' feet or legs.

5.4 Air-Conditioning System

- Dash and passenger-compartment systems shall operate independently where separate systems are installed.
- The system shall distribute cooled air without drafts or hot/cold spots. Temperature variation at measured passenger locations shall not exceed 10 degrees F, and a tighter 2-degree F spread may be required during the acceptance pull-down test for Types A-C and E.
- Evaporator supply, return, and drain lines shall be concealed or protected and routed to avoid passenger contact, road splash, and maintenance damage. Drainage shall not discharge onto steps, lifts, ramps, or doorways.
- Passenger HVAC coils shall be warranted against defects for at least five years or the specified component warranty.

5.5 Skirt-Mounted Condenser

Types A, B, C, and E shall use a skirt-mounted condenser unless the ordering agency approves a roof-, bulkhead-, or other mounting. A skirt-mounted condenser shall be shielded against road dirt, splash, stones, salt, and corrosion; rigidly attached to the chassis or floor structure without self-tapping fasteners; and accessible for service. Mud flaps shall be mounted ahead of the condenser and both ahead of and behind the rear wheels where required to protect the unit. The proposal shall include installation drawings.

5.6 HVAC Acceptance Testing

The completed vehicle shall undergo a documented heating and air-conditioning performance test before delivery. For cutaway buses, the air-conditioning test shall include a heat soak at approximately 95 degrees F and 50 percent relative humidity followed by a 30-minute pull-down at specified high idle. Temperatures shall be recorded at multiple passenger locations, and total electrical draw shall be recorded. The average interior temperature shall reach 70 degrees F or lower at the end of the test unless the ordering agency approves an equivalent procedure. Test results shall accompany delivery.

6.0 INSTRUMENTS, CONTROLS, MIRRORS, AND DRIVER ASSISTANCE

6.1 Instruments

The driver shall have OEM or approved gauges and warning indicators for speed, odometer, trip odometer, engine coolant temperature, tachometer where available, fuel or energy level, charging system, oil pressure or warning, brake/ABS, parking brake, high beam, directional signals, hazard flashers, seat belt, doors, lift/ramp, and other required systems. An engine hour meter shall be provided on Types A, B, C, E, and F unless available through the diagnostic system.

6.2 Controls

Controls shall be within reach and view of the seated driver, logically grouped, backlit, permanently labeled with words or recognized symbols, and rated for the controlled circuit. Separate controls shall be provided for driver HVAC/defrost, passenger HVAC, passenger lights, step/lift/ramp lights, high idle, door, lift/ramp, kneeling, and selected optional equipment. Stick-on labels are not acceptable.

6.3 Mirrors

Exterior mirrors shall be heated and remotely adjustable with flat and convex fields adequate for lane, curb, rear-wheel, and passenger-door visibility. OEM mirrors are acceptable on Types D and G when their viewing fields are adequate. Types A, B, C, E, and F shall use transit-style mirrors of appropriate size and breakaway mounting. An interior mirror shall provide a clear view of the passenger compartment without interfering with driver headroom or sight lines.

6.4 Driver-Assistance and Safety Systems

The vehicle shall include OEM pre-collision warning and automatic emergency braking where available. Lane-departure or lane-monitoring, blind-spot detection, cross-traffic alert, parking sensors, adaptive cruise control, and other available driver-assistance features shall be separately priced. Safety systems shall remain functional after conversion and shall not generate recurring false alarms from body modifications or equipment.

7.0 BODY, ROOF, CORROSION PROTECTION, AND EXTERIOR FINISH

7.1 Body Structure

The body structure shall be designed for the offered duty cycle and shall comply with applicable structural, roof-crush, rollover, side-impact, and body-mounting requirements. The bidder shall submit drawings and materials showing the floor, sidewall, roof, door, lift/ramp, seat, and securement reinforcements. Welding shall be performed by qualified personnel under a documented welding standard. Alternative aluminum or composite construction is acceptable when supported by structural documentation and corrosion isolation.

Types A, B, C, and E shall use a durable integrated body structure with corrosion-resistant lower panels and serviceable segmented skirt panels where practical. Type F shall use a low-floor structure with a flat, corrosion-protected subframe and moisture-impervious floor system. Type D and Type G shall preserve the OEM unibody or van body structure and shall include engineered reinforcements for conversion openings and lowered floors.

7.2 Roof and Water Management

- Roof construction shall be seamless or designed to prevent longitudinal leakage and shall support safe maintenance access where roof-mounted equipment is installed.
- All panels shall shed water; sealing shall not depend solely on exposed caulk. Roof gutters or water deflectors shall be provided over passenger and wheelchair-accessible side doors unless the body contour provides equivalent protection.
- Every completed vehicle shall pass a full-body water-leak test before delivery. Leaks shall be repaired and the vehicle retested.

7.3 Corrosion Protection

- Exposed ferrous surfaces, welds, cut edges, fasteners, floor framing, stepwells, battery compartments, and lower-body structures shall receive a multi-stage corrosion-protection process suitable for Connecticut road-salt exposure.
- Dissimilar metals shall be isolated to prevent galvanic corrosion. Undercoating shall not block drains, service points, labels, fasteners, wiring, brake lines, or OEM corrosion warranties.
- Types A, B, C, and E shall include a galvanized, aluminized, stainless, composite, or performance-equivalent corrosion-resistant floor substructure and stepwell.
- Type F shall use hot-dip galvanized, stainless, aluminum, composite, or equivalent corrosion-resistant low-floor frame construction. Untreated wood shall not be used in the body structure.

7.4 Exterior Finish and Markings

The standard exterior color shall be white unless otherwise ordered. Paint and exterior finishes shall resist gasoline, road chemicals, commercial washing, and normal transit cleaning. Each ordering agency may specify striping, reflective tape, logos, fleet numbers, capacity markings, railroad-crossing warnings, frequent-stop warnings, vehicle height marking visible to the driver, and other graphics on its order-specific configuration sheet.

7.5 Bumpers and Rear Protection

Front and rear bumpers shall comply with applicable requirements and protect the body from normal low-speed contact. Types A, B, C, and E shall include an energy-absorbing or heavy-duty rear bumper and anti-ride protection. Type F shall include body-compatible rear impact protection. Cosmetic chrome upgrades shall not be required unless selected as an option.

8.0 DOORS, STEPS, WINDOWS, LIGHTING, AND EMERGENCY EXITS

8.1 Service and Access Doors

Access doors or removable panels shall be provided where necessary to service the engine, transmission, radiator, batteries, electrical panel, HVAC, cameras, communications, lift/ramp, and other equipment. Doors shall use corrosion-resistant hinges and latches and shall be retained safely in the open position.

8.2 Ambulatory Passenger Door and Interlock

Types A, B, C, E, and F shall have a driver-operated transit-style passenger door with a soft or sensitive closing edge. The door shall be interlocked so the vehicle cannot be moved unless the door is closed and so the door cannot be operated except under the approved park/brake logic. The stepwell shall be corrosion resistant, weather tight, illuminated, slip resistant, and free of projections when the door is closed. Type D and Type G shall use the OEM sliding or converted side door with equivalent hold-open, interlock, and manual emergency operation.

8.3 Stepwell and Entrance Dimensions

Type	Minimum Clear Height	Minimum Clear Width	Step / Entry Requirement
A	72 inches	32 inches preferred; lift-door width per lift	Step-to-ground not more than 11 inches.
B and C	75 inches	32 inches	Step-to-ground not more than 12 inches.
D	Bidder shall state clear side- and rear-door heights for each offered Type D configuration. High-roof extended configuration should provide approximately 63-inch side-door and 72-inch rear-door openings or current OEM equivalent; mid-roof configuration shall provide OEM clear openings suitable for the approved lift/access conversion and floor plan.	As required for selected lift/access arrangement and compliant passenger movement.	Running boards/steps 11-12 inches from ground where used.
E	Approximately 75-80 inches	32 inches minimum	Transit-style stepwell; driver step option.

Type	Minimum Clear Height	Minimum Clear Width	Step / Entry Requirement
F	76 inches or greater	41 inches preferred	Maximum 10.25-inch entry when kneeled; 9.75-inch enhanced option.
G	Applicable ADA converted-door height; approximately 56-60 inches minimum	30 inches usable ramp width	Lowered floor; no lift stepwell.

8.4 Emergency Exits

Emergency exits shall comply with FMVSS 217 and applicable state requirements. Types A, B, C, and E shall include a rear emergency door with three-point latch, full-open retention, weather seal, upper and lower glazing, and driver warning light/buzzer when unlatched. Passenger windows shall provide the required number and size of push-out emergency exits. Type D, F, and G emergency exits shall use the OEM or final-stage manufacturer design approved for the completed vehicle.

8.5 Windows

- Passenger windows shall meet all applicable glazing and retention requirements and shall use tinted safety glass.
- Types A, B, C, and E shall use approximately 36-inch-high transit windows with horizontal sliding ventilation sections where available. At least two push-out emergency windows shall be provided on each side where required by the body configuration.
- Window frames shall be corrosion resistant and sealed against water intrusion. A transition or curb-view window shall be provided when necessary to improve the driver's view of the entrance and right-front area.
- Type D and Type G shall retain OEM glazing where practical and shall include compliant emergency egress glazing in the converted passenger compartment.

8.6 Exterior and Interior Lighting

- Exterior lighting shall comply with FMVSS 108 and Connecticut requirements. LED marker, stop, turn, tail, reverse, license, and high-mounted stop lamps shall be used where available.
- Mid-body turn signals and additional high-mounted rear turn signals shall be provided on Types A, B, C, E, and F. Additional high-mounted rear turn signals shall be separately priced where not standard.
- Passenger interior lighting shall provide at least 12 foot-candles measured 36 inches above the floor over passenger seating areas. Stepwell and lift/ramp lighting shall operate automatically with the applicable door and shall illuminate the boarding surface.
- A driver-controlled override shall permit passenger lighting with doors closed. Driver courtesy lighting shall operate with the driver door.
- All grade changes and step nosings shall use optic-yellow or other high-contrast markings for visually impaired passengers.
- Rear-roof safety strobe light - required priced option for all vehicle types. The bidder shall provide a weatherproof LED strobe mounted at the rear roof/upper-rear area. The strobe shall

flash yellow and green only and shall support multiple programmable flash patterns, including random/alternating flash patterns. The selected pattern shall be programmable during vehicle setup. Operation shall be automatic only; no driver/operator on-off, override, or manual activation switch shall be provided. The strobe shall activate only when one or more of the following doors are open: wheelchair lift door(s), the ambulatory/passenger entrance door, or rear/back door(s), including a rear emergency door where provided. The strobe shall not activate from the driver door or service/equipment compartment doors. The strobe shall automatically stop flashing when all applicable monitored doors are fully closed and latched. The bidder shall identify the proposed strobe manufacturer/model, available programmable flash patterns, door-interface method, and any applicable Connecticut or CTDMV approval or operating restriction.

9.0 WHEELCHAIR LIFTS, RAMPS, SECUREMENT, AND ACCESSIBILITY

9.1 General

All accessible equipment and installations shall comply with applicable ADA requirements, FMVSS, final-stage certification, and manufacturer installation instructions. The bidder shall provide drawings showing the loading path, clear floor area, securement geometry, door opening, lift/ramp deployment, handrails, barriers, interlocks, lighting, and service access.

9.2 Wheelchair Lift - General Requirements

- Commercial driver-operated lift certified to FMVSS 403 and installed in compliance with FMVSS 404.
- Minimum clear platform 34 inches wide by 51 inches long. A 34 by 54 inch platform shall be priced where available.
- Automatic stow and deploy, smooth and shock-free movement, non-skid platform, platform belt, handrails, automatic outer roll stop, inboard barrier, side barriers, and threshold-warning system where required.
- Maximum full cycle time of 60 seconds under rated load.
- Manual lowering with an occupied platform and manual raising/stowing without an occupant in the event of power failure.
- Weatherproof momentary controls, handheld remote control, service-accessible power unit, protected hydraulic/electrical components, sealed bearings or internal lubrication, and no exposed grease in passenger contact areas.
- Interlock shall prevent lift operation unless the transmission is in park and parking brake applied; prevent vehicle movement unless the lift is fully stowed and doors closed; and activate required warning lights.
- Lift and doorframe reinforcement shall be engineered for the completed vehicle. Types A, B, C, and E shall use a welded or bolted structural plate of equivalent strength. Type D shall use an engineered baseplate attached to the OEM subframe without compromising the unibody.

9.2.1 Lift Location and Dual-Entry Access Options - Required Pricing

For every lift-equipped vehicle type and floor plan (Types A, B, C, D, and E, and any alternate approved lift-equipped configuration), the bidder shall identify and separately price each of the following arrangements when structurally and technically compatible with the offered vehicle: (1) Shift-N-Step or approved equal dual-entry curbside system that permits ambulatory and wheelchair boarding through the integrated curbside access system; (2) passenger-side rear lift located on the curb/passenger side in the rear portion of the bus, using a dedicated wheelchair-lift doorway that is separate from the ambulatory passenger entrance; and (3) rear lift located at the rear of the vehicle. For each available arrangement, the bidder shall submit a fully dimensioned floor plan showing the ambulatory passenger entrance and lift doorway as separate features where applicable, clear wheelchair loading path, seating and wheelchair capacity, securement positions, structural reinforcement, interlocks, emergency egress, axle loading, and any effect on HVAC, fuel, exhaust, electrical, or storage systems. If a listed arrangement is not available for a vehicle type, the bidder shall identify it as 'Not Available' and explain the technical reason. An unavailable optional arrangement shall not by itself render the base vehicle nonresponsive unless the ordering agency designates that arrangement as mandatory on its order.

9.3 Lift Capacity Options

Vehicle Type	Base Lift Capacity	Required Priced Option
A, B, C, D, and E	800 lb minimum	1,000 lb capacity and approximately 34 x 54 platform, where compatible with GVWR, floor plan, and conversion.
F and G	Ramp-equipped; no lift as base	Lift is not required unless an alternate approved floor plan is ordered.

9.4 Type F Low-Floor Ramp

Type F shall include a manually operated ADA-compliant ramp, minimum 34 inches usable width by approximately 60 inches long, with a minimum 800-pound rating and side barriers. The ramp shall have a continuous slip-resistant surface, shall stow vertically or in another agency-approved serviceable arrangement, and shall not obstruct passenger movement or driver sight lines. A 1,000-pound ramp and a powered ramp shall be separately priced. In-floor ramps may be offered only through approved-equal review with drainage, winter-operation, and maintenance documentation.

9.5 Type G Minivan Ramp

Type G shall include a manually operated side-entry swing-away or fold-out ramp with at least 30 inches usable clear width, an 80-degree nominal swing-away arrangement where used, a continuous slip-resistant surface, edge barriers at least two inches high, and a minimum 1,000-pound rated capacity with appropriate safety factor. The ramp shall permit unobstructed ambulatory entry when swung clear or stowed. The side door shall be interlocked so the vehicle cannot be shifted from park while the accessible door is open. A powered ramp shall be separately priced.

9.6 Wheelchair Clear Areas and Independent Access

Each wheelchair position shall provide a minimum clear area of 30 inches wide by 48 inches long or the larger area required by current ADA rules. Wheelchair positions shall be separate and distinct and shall not overlap each other or the vertical plane of passenger seats.

Wheelchair securement positions shall be arranged so that each position can be independently accessed, loaded, secured, released, and unloaded without requiring another occupied wheelchair position to be moved. The bidder shall submit a proposed floor plan demonstrating the clear loading path, maneuvering space, securement locations, and compliance with applicable ADA and FMVSS requirements. For Type G, where minivan geometry makes full pass-by access physically impracticable, the bidder shall disclose the required loading sequence and demonstrate that no passenger must be transferred from a mobility device or placed in an unsafe condition; the ordering agency shall approve the floor plan before award or order.

9.7 Wheelchair Tiedown and Occupant Restraint - Standard

- Four-point, self-tensioning or automatic retractable wheelchair tiedown system at every wheelchair position, compliant with WC18 and applicable SAE/ADA/FMVSS requirements.

- Separate lap and shoulder occupant restraint, adjustable for a wide range of passengers and anchored to position the shoulder belt safely between the neck and shoulder.
- Floor track or anchorage shall be flush, beveled, corrosion resistant, and structurally tested with the vehicle floor. Securement straps shall attach to the mobility-device frame at four separate points.
- Storage bags, brackets, or compartments shall be provided at each position so belts and straps do not lie on the floor when not in use.
- The bidder shall explain how the system secures common manual chairs, power chairs, and three-wheel scooters.

9.8 Q'STRAINT ONE or Approved Equal - Integrated Wheelchair Securement Option

Q'STRAINT ONE or approved equal shall be offered as a required separately priced option for each vehicle configuration containing wheelchair securement positions where the system is compatible with the proposed floor structure and floor plan. The system shall be an integrated all-in-one wheelchair securement platform using four integrated retractors or an approved equivalent securement method, with push-button or similarly simplified locking/release operation, visual and audible status feedback, and an integrated or coordinated occupant lap-and-shoulder restraint. It shall comply with applicable ADA requirements and WC18 and shall be crash tested for the intended transit/paratransit application. The option shall include all floor reinforcement/anchorage, wiring and interlocks, controls, occupant restraints, training, maintenance information, special tools if required, and warranty. The bidder shall state the minimum clear securement footprint, compatible mobility-device range, installation limitations, and whether multiple systems can be installed in the same proposed floor plan.

10.0 SEATING, PASSENGER ASSISTS, MODESTY PANELS, FLOORING, AND INTERIOR

10.1 Seating Accommodations and Floor Plans

All seating layouts shall be fully dimensioned and shall identify fixed seats, single and double fold-away seats, flip seats, wheelchair positions, securement track, aisle, hip-to-knee spacing, doors, lift/ramp, emergency exits, HVAC, grab rails, modesty panels, and equipment. Seats shall be forward facing to the maximum extent practicable. The ordering agency shall approve the final floor plan before production.

10.2 Seat Construction and Upholstery

- Passenger seating shall be transit grade, meet FMVSS 302 flammability requirements, and use a durable steel or performance-equivalent frame suitable for the completed floor and seat-track system.
- Standard upholstery shall be transportation-grade expanded vinyl of at least 36 ounces per linear yard or current performance-equivalent material. The bidder shall separately price vandal-resistant fabric/olefin, cloth, and other available transit upholstery. Colors shall contrast with the floor to aid depth perception and shall be selected by the ordering agency.
- Each seating position shall be at least 17 inches wide and 17 inches deep. Seat cushions shall use full-depth, dense transit foam with a rounded front edge. Seat backs shall be at least 17 inches high; mid-back and high-back options shall be separately identified.
- A minimum 28 inches of hip-to-knee room shall be provided for cutaway buses unless a vehicle-specific approved floor plan uses a different minimum permitted by the ordering agency and applicable standards.
- Seats shall be track mounted or otherwise structurally attached using corrosion-resistant supports and hardware. Wheel well mounting shall be reinforced to prevent flexing.

10.3 Seating Choices and Options

Option	Requirement
Standard two-passenger bench seating	Transit-grade knee-saver back, designed to permit elderly passengers to slide across safely.
Individually contoured single seating	Mid-back transit seat with defined personal seating space; priced per position.
Single fold-away / flip seat	Forward- or side-facing as approved; stays securely raised and does not block wheelchair access.
Two-passenger fold-away seat	Forward-facing double seat with integrated/retractable belts; price one, two, and three modules where the floor plan permits.
Under-seat retractable belts	Price per passenger position.
Three-point passenger belts	Price where available and structurally supported.

Option	Requirement
Aisle armrests and padded grab handles	Folding cushioned armrests and padded seatback handles priced per position.
Driver seat upgrade	High-back reclining seat with armrest, lumbar support, and durable vinyl or cloth.

10.4 Seat Belts

All passenger seats shall include retractable lap belts or integrated lap/shoulder belts as required by applicable FMVSS and the approved seat installation. Belts shall accommodate the normal adult population and have a usable adjustment range of approximately 60 to 90 inches. Two 12-inch seat-belt extenders shall be supplied with each vehicle. The driver seat shall retain an OEM-approved three-point belt.

10.5 Passenger Assists and Grab Rails

- Passenger assists shall use seamless corrosion-resistant round tubing approximately 1.25 to 1.5 inches outside diameter with a brushed, powder-coated, or other durable finish.
- Inclined handrails shall be located 30 to 38 inches above step treads on both sides of the passenger entrance. Floor-to-ceiling vertical stanchions shall be provided at the top of the stepwell.
- Overhead longitudinal assists shall be provided on Types A, B, C, E, and F where they do not interfere with wheelchair movement. They are not required on Type D or G unless selected.
- Entry rails shall be optic yellow or another high-visibility contrasting color. Rails shall be formed/welded or secured by a twist-resistant method and shall withstand normal passenger loads without movement.

10.6 Modesty and Driver-Protection Panels

Types A, B, C, E, and F shall include sturdy modesty panels at the driver area and between permanent seating and wheelchair areas where required by the floor plan. Panels shall be approximately five inches above the floor, extend to approximately 30 inches above the floor, span the associated seat width, have rounded edges, and withstand kicking, pushing, and pulling by a 200-pound passenger without permanent deformation. Panels may be composite, cushioned, or clear impact-resistant material as approved. Type D shall include a driver shield/panel; additional modesty panels are not required unless the floor plan requires them. Type G shall use OEM or conversion panels appropriate to the lowered-floor interior.

10.7 Floor Structure and Seat Track

- Types A, B, C, and E shall use a minimum 3/4-inch marine-grade plywood or moisture-impervious composite subfloor, securely bonded/fastened to the body structure. All cut edges, penetrations, and seams shall be sealed.
- Type D shall include structural floor reinforcement and tested seat/securement track appropriate to the OEM unibody. Type F shall use a moisture-impervious composite floor on a corrosion-resistant low-floor frame. Type G lowered-floor structure shall be sealed and structurally certified.

- Seat and wheelchair track shall be welded, bolted, or otherwise structurally integrated and shall have documented pull-test or anchorage-test results applicable to the proposed installation.

10.8 Floor Covering

Floor covering shall be commercial transit-grade, slip resistant, nonabsorbent, wear resistant, and suitable for wheelchairs and cleaning chemicals. Minimum thickness shall be approximately 1.8 mm unless the product's tested construction provides equivalent durability. Flooring shall be smoothly bonded without bubbles, blisters, gaps, or trip edges; coved up sidewalls and risers where practical; and sharply contrast with seat upholstery. Step treads, aisle, entrance, and wheelchair areas shall use compatible material.

10.9 Insulation and Interior Finish

Roof, walls, doors, and body cavities shall be insulated to reduce heat transfer, noise, and vibration. Insulation shall be flame resistant, nonabsorbent or protected from moisture, and shall not support fungus or insect infestation. Interior ceilings and wall panels shall be durable, washable, vandal resistant, flame retardant, and secured without snag hazards. Fabric headliner may be separately priced for Type E and Type D when requested for noise reduction.

10.10 Driver and Passenger Storage

A map/document compartment or storage area shall be provided near the driver without obstructing controls or visibility. Over-windshield storage with a latching cover shall be priced for Type E and where available on other types. Secure storage shall be provided for safety equipment, belt extenders, tiedowns, and manuals.

11.0 SAFETY EQUIPMENT, COMMUNICATIONS, AND OTHER EQUIPMENT

11.1 Safety Equipment

- One 5-pound dry chemical fire extinguisher mounted within reach of the driver.
- First-aid kit suitable for at least 24 persons.
- Three reflective warning triangles.
- Safety-belt cutter and fluid-spill cleanup kits.
- Audible reverse alarm of approximately 96-97 dBA, factory reverse sensors where available, and rear-view camera.
- Safety equipment shall be mounted or stored in a secure, labeled location near the driver.

11.2 Radio and Driver Interface

An OEM AM/FM radio with Bluetooth and at least four speakers shall be provided unless deleted by an ordering agency. Steering-wheel controls and an OEM display shall be retained where available. Mobile radio, tablet, and agency communications mounting and pre-wiring shall be provided as selected.

11.3 Keys, Tools, and Manuals

- Three complete sets of vehicle keys/remotes shall be provided. Additional keys shall be priced.
- Jack and lug wrench appropriate for the vehicle shall be supplied where the vehicle includes a spare tire and operator tire changing is permitted.
- Each vehicle shall include operator, chassis, body, parts, maintenance, emissions/diagnostic, lift/ramp, HVAC, securement, camera, and as-built wiring manuals in searchable electronic format. One additional master set shall be provided for each vehicle type. Manufacturer service manuals must be included.

12.0 OPTIONAL EQUIPMENT AND TECHNOLOGY

12.1 Standard Transit Surveillance System

The bidder shall provide a separately priced solid-state transit surveillance system with at least four audio/video channels covering the driver area, passenger entrance, passenger compartment, wheelchair lift/ramp/loading area, and forward roadway. Where five distinct views are required, an additional camera or approved wide-angle arrangement shall be furnished.

- Lockable recorder enclosure; removable solid-state or hard-drive storage; date/time, vehicle ID, event, GPS, and speed overlay.
- Event marker button, ignition-triggered recording, motion/event recording, health/status indication, and export without mandatory proprietary conversion.
- Cameras suitable for day/night operation with internal microphones where permitted, transit mounting, and protected cabling.
- Viewing software and licenses necessary for playback, export, still capture, slow/fast review, and multi-camera display.
- Minimum five-year system warranty or the warranty stated in the price schedule.

12.2 Enhanced Multi-Camera System

An enhanced eight-channel or greater system shall be separately priced. The ordering agency may require up to nine cameras. The system shall include at least 1 TB removable storage with failover storage, GPS, G-force sensing, event button, system-health display, wireless offload capability, and microphones where lawful. Camera views may include forward roadway, driver, entrance, passenger compartment front/rear, wheelchair lift/ramp, curbside exterior, streetside exterior, reverse, and other agency-selected locations. Final camera locations shall be approved at the pre-production meeting.

12.3 Artificial-Intelligence-Based Dash Camera and Telematics

- Forward camera at least 1080p and cabin camera at least 720p, minimum 30 frames per second, low-light/night capability, wide-angle forward view, and local storage for at least 24 hours with expansion to 96 hours.
- Operating temperature appropriate for Connecticut service; internal backup battery; automatic firmware updates; 4G LTE and 5G capability when available.
- Automatic event capture for harsh braking, acceleration, cornering, collisions, speeding, seat-belt status where available, distraction, following distance, rolling stops, lane/road-sign events, and forward-collision risk. Sensitivity shall be configurable by vehicle.
- Cloud fleet-management portal with role-based permissions, configurable retention, search, export to common formats, health monitoring, camera obstruction/misalignment alerts, and Android/iOS applications.
- GPS/telematics data overlay, vehicle diagnostics, odometer, engine/fault status, battery/energy and fuel information where available, API integration, and ability to integrate with the agency's transit surveillance system.
- Driver coaching tools, configurable in-cab audio alerts, privacy controls, audit logs, implementation support, training, cybersecurity documentation, subscription pricing, and data ownership/portability terms.

12.4 Additional Required Priced Options

Option	Minimum Description
Destination signs	Front and side electronic signs, software-compatible and readable day/night.
AVL/CAD/MDT	Equipment, installation, or complete pre-wire/mounting package.
Farebox	Agency-compatible farebox, vault, mount, wiring, and integration.
Passenger information	Interior sign, annunciator, stop-request system, and public-address system.
Automatic passenger counter	Door sensors, processor, integration, and reporting.
Fluid-management system	Electronic fluid/odometer/vehicle identification system and installation.
Collision/lane camera	Forward safety and lane-monitoring camera integrated with rear camera display where feasible.
Driver shield	Upper clear impact-resistant shield or full protective barrier.
Heated mirrors / camera mirror	Heated remote mirrors and integrated rear-camera monitor.
Winter package	Heated stepwell, enhanced insulation, engine/heater aids, and other available cold-weather equipment.
Extended warranties	Chassis, body, powertrain, HVAC, lift/ramp, suspension, corrosion, cameras, and ITS.
Rear-roof door-open safety strobe	Weatherproof rear-roof/upper-rear LED strobe that flashes yellow and green only. Multiple programmable flash patterns, including random/alternating patterns, shall be available. Automatic activation only; no driver/operator switch. Activate only from wheelchair lift door(s), ambulatory/passenger entrance door, or rear/back door(s). No activation from the driver door or service doors.
All-wheel drive (AWD)	Required priced option for each Type A-G where OEM or certified AWD is available; bidder shall disclose payload, axle, ground-clearance, accessibility, Bus Testing, warranty, and maintenance impacts.

Option	Minimum Description
Lift location / access configurations	For lift-equipped Types A-E: separately price Shift-N-Step or approved equal dual-entry curbside system; passenger-side rear lift located in the rear portion of the passenger/curb side in a dedicated lift doorway separate from the ambulatory passenger entrance; and rear lift located at the rear of the vehicle, when available and compatible.
Q'STRAINT ONE securement	Q'STRAINT ONE or approved equal integrated all-in-one securement platform as a required priced option at each compatible wheelchair position/floor plan.

13.0 VEHICLE-SPECIFIC REQUIREMENTS

13.1 Type A - 138-139 Inch Body-on-Chassis Cutaway

Item	Requirement
Wheelbase / GVWR	138-139 inch nominal wheelbase; minimum GVWR 11,500 lb. or greater as required by completed weight.
Body Dimensions	Exterior width not more than approximately 86 inches; interior width at least 80 inches; interior height at least 76 inches; overall height not more than approximately 112 inches unless approved.
Capacity	Minimum 2 WC positions; target 8 ambulatory seats. Bidder shall state achievable passenger/WC capacity for each available Shift-N-Step, passenger-side rear lift, and rear lift arrangement. Alternative 8+1, 8+2, 8+3, and 9+2 layouts priced where feasible.
Entrance	Minimum 72-inch clear height; 32-inch ambulatory clear width preferred; lift door sized for selected lift.
HVAC	45,000 Btu/hr passenger cooling and 65,000 Btu/hr total front-and-rear heating minimum.
Lift	800 lb minimum; 1,000 lb and approximately 34 x 54 platform priced as options.
AWD Option	Separately price AWD where an OEM or certified system is available for the offered chassis. State all payload, axle, ground-clearance, maintenance, accessibility, and warranty impacts; state 'Not Available' with explanation if unavailable.
Lift Location / Access Options	Separately price, where compatible: (1) Shift-N-Step or approved equal dual-entry curbside system; (2) passenger-side rear lift located in the rear portion of the passenger/curb side of the bus in a dedicated wheelchair-lift doorway separate from the ambulatory passenger entrance; and (3) rear lift located at the rear of the bus. Submit separate floor plans and capacity/weight impacts for each available arrangement.

13.2 Type B - 158-159 Inch Body-on-Chassis Cutaway

Item	Requirement
Wheelbase / GVWR	158-159 inch nominal wheelbase; minimum GVWR 14,200 lb, with 14,500 lb or greater preferred.

Item	Requirement
Body Dimensions	Exterior width not more than 96 inches; interior width at least 92 inches; interior height at least 78 inches; overall height not more than 120 inches unless approved.
Capacity	Minimum 2 WC positions; target 12 ambulatory seats. Bidder shall state achievable passenger/WC capacity for each available Shift-N-Step, passenger-side rear lift, and rear lift arrangement. Alternative 10+2 and 12/4-WC flexible layouts priced where feasible.
Entrance	Minimum 75-inch clear height and 32-inch clear width.
HVAC	55,000 Btu/hr passenger cooling and 85,000 Btu/hr total front-and-rear heating minimum.
Lift	800 lb minimum; 1,000 lb and approximately 34 x 54 platform priced as options.
AWD Option	Separately price AWD where an OEM or certified system is available for the offered chassis. State all payload, axle, ground-clearance, maintenance, accessibility, and warranty impacts; state 'Not Available' with explanation if unavailable.
Lift Location / Access Options	Separately price, where compatible: (1) Shift-N-Step or approved equal dual-entry curbside system; (2) passenger-side rear lift located in the rear portion of the passenger/curb side of the bus in a dedicated wheelchair-lift doorway separate from the ambulatory passenger entrance; and (3) rear lift located at the rear of the bus. Submit separate floor plans and capacity/weight impacts for each available arrangement.

13.3 Type C - 176-190 Inch Body-on-Chassis Cutaway

Item	Requirement
Wheelbase / GVWR	176-190 inch nominal wheelbase; minimum GVWR 14,500 lb and adequate payload reserve.
Body Dimensions	Exterior width not more than 96 inches; interior width at least 92 inches; interior height at least 78 inches; overall height not more than 120 inches unless approved.
Capacity	Minimum 2 WC positions; target 16 ambulatory seats. Bidder shall state achievable passenger/WC capacity for each available Shift-N-Step, passenger-side rear lift, and rear lift arrangement. A 20+2 layout shall be priced where legal and physically compatible.

Item	Requirement
Entrance	Minimum 75-inch clear height and 32-inch clear width.
HVAC	70,000 Btu/hr passenger cooling and 145,000 Btu/hr total front-and-rear heating minimum, or approved equivalent tested performance.
Lift	800 lb minimum; 1,000 lb and approximately 34 x 54 platform priced as options.
AWD Option	Separately price AWD where an OEM or certified system is available for the offered chassis. State all payload, axle, ground-clearance, maintenance, accessibility, and warranty impacts; state 'Not Available' with explanation if unavailable.
Lift Location / Access Options	Separately price, where compatible: (1) Shift-N-Step or approved equal dual-entry curbside system; (2) passenger-side rear lift located in the rear portion of the passenger/curb side of the bus in a dedicated wheelchair-lift doorway separate from the ambulatory passenger entrance; and (3) rear lift located at the rear of the bus. Submit separate floor plans and capacity/weight impacts for each available arrangement.

13.4 Type D - Transit-Type Van: Mid-Roof SRW / High-Roof Extended DRW

Type D shall use a current commercial transit-type van suitable for wheelchair conversion. Participating ordering agencies shall be able to select the Type D chassis/body configuration that best fits their service needs. At minimum, the bidder shall provide separate pricing for: (1) Ford Transit T-350 X2C, mid-roof, single rear-wheel, or approved equal/current OEM equivalent; and (2) Ford Transit T-350 U4X, high-roof, dual rear-wheel with extended length, or approved equal/current OEM equivalent. For the high-roof, dual-rear-wheel extended-length configuration, the bidder shall also separately price the U5X AWD configuration/feature, or approved equal/current OEM equivalent, in addition to the general AWD requirements of Section 2.9. The bidder shall identify the exact OEM order code/model offered, wheelbase, roof height, body length, rear-wheel configuration, GVWR/GAWR, payload, and drivetrain. If the cited OEM order codes change for the applicable model year, the bidder shall provide the then-current equivalent configuration and document equivalency. The completed conversion shall retain OEM safety glass, airbags, stability control, diagnostics, factory HVAC, and exterior mirrors. Lift-equipped Type D offerings shall also include separate pricing and floor plans, where available, for: Shift-N-Step or approved equal dual-entry curbside access; a passenger-side rear lift located in the rear portion of the passenger/curb side of the vehicle in a dedicated lift doorway separate from the ambulatory passenger entrance; and a rear lift located at the rear of the vehicle.

13.4.1 Required Type D Chassis / Body Pricing Options

- Type D-1: Ford Transit T-350 X2C - mid-roof, single rear-wheel - or approved equal/current OEM equivalent.
- Type D-2: Ford Transit T-350 U4X - high-roof, dual rear-wheel, extended length - or approved equal/current OEM equivalent.

- Type D-2 AWD: U5X AWD configuration/feature for the high-roof, dual-rear-wheel extended-length vehicle - or approved equal/current OEM equivalent - separately priced.

Floor-Plan Option	**Required Pricing / Review**
Passenger-side rear lift: 2 ambulatory + 4 WC	Price when available. Dedicated lift doorway shall be separate from the ambulatory passenger entrance.
Rear lift: 5 ambulatory + 4 WC	Price when available.
Passenger-side rear lift: 4 ambulatory + 3 WC	Price when available. Dedicated lift doorway shall be separate from the ambulatory passenger entrance.
Rear lift: 6 ambulatory + 3 WC	Price when available.
Passenger-side rear lift: 6 ambulatory + 2 WC	Base preferred layout.
Rear lift: 7 ambulatory + 2 WC	Price when available.
Passenger-side rear lift: 8 ambulatory + 1 WC	Price when available. Dedicated lift doorway shall be separate from the ambulatory passenger entrance.
Rear lift: 8 ambulatory + 1 WC	Price when available.
Passenger-side rear lift: 12 ambulatory	Price maximum ambulatory layout. Dedicated lift doorway shall be separate from the ambulatory passenger entrance.
Rear lift: 9 ambulatory + 1 WC	Price when available.
Passenger-side rear lift: 10 ambulatory with two 2-passenger ADA fold-away seats	Price when available. Dedicated lift doorway shall be separate from the ambulatory passenger entrance.
Rear lift: 11 ambulatory	Price maximum ambulatory layout.
Rear lift: 8 ambulatory + 1 or 2 WC with two 2-passenger fold-away seats	Price when available.

Floor-Plan Option	Required Pricing / Review
Shift-N-Step or approved equal dual-entry curbside system	Required priced option where compatible; submit all available passenger/WC floor plans and capacity impacts.
Passenger-side rear lift	Required priced location option where compatible; lift shall be located in the rear portion of the passenger/curb side of the vehicle in a dedicated wheelchair-lift doorway separate from the ambulatory passenger entrance. Submit floor plan, capacity, weight, and egress impacts.
Rear lift	Required priced location option where compatible; submit rear-door/rear-entry floor plans and egress impacts.

The bidder shall state complete interior and door dimensions for each offered Type D configuration. The high-roof extended configuration shall target approximately 74 inches minimum interior height, 65 inches minimum interior width, a minimum approximately 63-inch side-door height, and a minimum approximately 72-inch rear-door height, or the current OEM equivalent. The mid-roof single-rear-wheel configuration shall provide the maximum OEM clear interior and door heights available for that platform and shall be demonstrated as compatible with the proposed wheelchair lift/access arrangement, approved floor plan, wheelchair maneuvering requirements, and applicable ADA/FMVSS requirements. The floor shall be structurally reinforced, use tested seat/securement track, moisture-resistant subfloor, and transit flooring. Driver and passenger running boards shall be corrosion resistant, slip resistant, and approximately 11-12 inches from the ground where used. Lift capacity options are stated in Section 9.3.

13.5 Type E - Transit-Style Body-on-Chassis Cutaway

Type E shall provide a transit-style passenger body on a current commercial chassis with a base floor plan of 8 ambulatory seats and 2 wheelchair positions. The bidder shall price one, two, and three forward-facing two-passenger fold-away seats where weight and clearances permit and shall state both simultaneous 8+2 capacity and maximum ambulatory capacity. Individually contoured mid-back passenger seating, under-seat retractable belts, aisle armrests, padded grab handles, driver-seat upgrade, driver shield, overhead storage, vandal-resistant headliner, and other listed options shall be separately priced.

Type E shall include pre-collision/automatic emergency braking where available, heated remote mirrors, rear-view camera, reverse alarm, driver-side step, rear door hold-open, 36-inch-high tinted transit windows, corrosion-resistant floor substructure and stepwell, LED interior and turn lighting, and a camera-ready electrical system supporting up to nine cameras. Passenger HVAC shall provide at least 45,000 Btu/hr cooling and 65,000 Btu/hr total front-and-rear heating; a 55,000 Btu/hr cooling upgrade and alternate evaporator/condenser mounting shall be priced.

Type E shall separately price AWD in accordance with Section 2.9. For every lift-equipped Type E floor plan, the bidder shall also separately price, where compatible: Shift-N-Step or approved equal dual-entry curbside access; a passenger-side rear lift located in the rear portion of the passenger/curb side of the bus in a dedicated wheelchair-lift doorway separate from the ambulatory passenger entrance; and a rear lift located at the rear of the bus. The bidder shall submit a fully dimensioned floor plan and weight analysis for each available arrangement.

13.6 Type F - Low-Floor Wheelchair-Accessible Cutaway Bus

Type F shall be a brand-neutral low-floor wheelchair-accessible cutaway bus designed for paratransit/demand-response service. The chassis, structure, suspension, floor, ramp, body, HVAC, and seating shall be engineered and tested as an integrated vehicle. The vehicle shall provide a low, step-free or single-step entrance with a maximum 10.25-inch height when kneeled; a four-corner or enhanced kneeling option shall target 9.75 inches.

- Minimum two independent wheelchair positions. Bidder shall submit all available floor plans and identify simultaneous and maximum ambulatory seating. A base 8-ambulatory/2-WC layout shall be priced if physically available; otherwise bidder shall explain the maximum compatible capacity.
- Electronically controlled air suspension or approved equivalent, automatic return to ride height before normal travel, protected compressor/dryer/tank, and safe manual recovery procedure.
- Transit-style passenger door with at least 41-inch clear opening preferred, at least 76-inch walk-in headroom, sensitive edge, and park/brake interlock.
- Manual 34 x 60 inch ramp rated at least 800 lb; 1,000-lb and powered-ramp options.
- Moisture-impervious composite subfloor, corrosion-resistant flat subframe, no untreated structural wood, and body meeting applicable structural/roof requirements.
- Minimum 200-amp alternator, roof- or body-mounted 65,000 Btu/hr cooling and 60,000 Btu/hr heating system, and minimum 1,200 CFM airflow.
- Individually contoured transit seats; fold-away single seats with armrests and positive stow; stainless/corrosion-resistant stanchions; modesty panels and driver-protection panel.
- AWD shall be separately priced for Type F in accordance with Section 2.9 when a certified AWD low-floor platform is available. If unavailable, the bidder shall state 'Not Available' and explain the platform or conversion limitation.

13.7 Type G - ADA Lowered-Floor Minivan with Ramp

Type G shall use a current OEM minivan converted through a side-entry lowered-floor system. The body roof shall not be modified unless specifically approved. The conversion shall maintain OEM structural equivalency, safety systems, stability control, airbags, fuel-system integrity, HVAC, diagnostics, and final-stage certification. Minimum wheelbase shall be approximately 121 inches and GVWR shall be at least 6,000 lb or the current OEM equivalent sufficient for the completed load.

- Option G-1: 3 forward-facing ambulatory passenger seats and 2 WC positions, plus driver.
- Option G-2: 4 forward-facing ambulatory passenger seats and 1 WC position, plus driver.
- Bidder shall state the maximum all-ambulatory seating when WC positions are not used and shall price any two-passenger fold-away center seat.
- Lowered floor shall extend as needed from the forward passenger area toward the rear axle. Modified fuel, brake, HVAC, exhaust, and electrical lines shall be protected and shall maintain at least 5 inches ground clearance at rated load or the greater OEM requirement.
- OEM front and rear HVAC shall be retained and remain serviceable. Heaviest-duty alternator, minimum 180 amps, and appropriate battery system shall be provided.
- Manual side-entry ramp shall meet Section 9.5. Accessible door shall have secure hold-open and transmission interlock. Rear hatch/door shall have an emergency manual release.
- Flooring and track shall be flush or beveled, sealed against moisture, and suitable for wheelchair movement. Each floor plan shall include WC18-compatible tiedowns and occupant restraints.

- AWD shall be separately priced for Type G in accordance with Section 2.9 when the OEM minivan platform and lowered-floor conversion retain OEM/final-stage certification, required ground clearance, payload, and accessibility. If unavailable with the proposed lowered-floor conversion, the bidder shall state 'Not Available' and provide the technical reason.

14.0 QUALITY ASSURANCE, INSPECTION, TESTING, DELIVERY, AND ACCEPTANCE

14.1 Pre-Production Meeting

After award and before production, the contractor and ordering agency shall review and approve the order-specific configuration, floor plan, weight analysis, option list, drawings, materials, HVAC, lift/ramp, seating, securement, camera layout, graphics, delivery schedule, inspection plan, and open deviations. No production shall begin until written configuration approval is issued by the ordering agency.

14.2 Quality Assurance

- Contractor shall maintain an independent quality-assurance function with authority to accept or reject materials and completed work.
- Inspection records, controlled drawings, supplier certifications, calibration records, nonconformance reports, and corrective actions shall be retained for at least three years after final delivery or the longer contract requirement.
- The ordering agency may place inspectors at the manufacturing facility at its own cost and shall have access to applicable production and quality records.

14.3 Pilot Vehicle / First Article

The first vehicle of each materially different type or configuration shall be treated as a pilot vehicle. The ordering agency may inspect the pilot at the plant and require correction before release of production vehicles. Approval of the pilot does not waive compliance for subsequent vehicles.

14.4 Required Tests

- Weight and axle-loading verification at curb and specified load.
- Road test including acceleration, 65-mph capability where lawful, steering, alignment, braking, vibration, rattles, suspension, and warning systems.
- Electrical load and charging test at idle and high idle where applicable.
- Heating and air-conditioning performance tests.
- Full-body water-leak test.
- Door, lift/ramp, kneeling, securement, lighting, interlock, camera, and emergency-exit functional tests.
- Diagnostic scan showing no unresolved chassis/body fault codes attributable to conversion.

14.5 Delivery Documentation

Each delivered vehicle shall include title/origin documents, CTDMV inspection documents, final-stage certification, Buy America/post-delivery documentation, Bus Testing reference, weight ticket, alignment report, electrical-load analysis, HVAC test, water-test record, pre-delivery inspection checklist, warranty registrations, manuals, keys, option list, serial numbers, and as-built wiring/floor-plan documents.

14.6 Acceptance and Rejection

The ordering agency may inspect and test every vehicle after delivery. Vehicles that do not conform may be rejected, conditionally accepted with an approved correction plan, or accepted

subject to warranty. Payment or use does not waive latent defects or warranty rights. Contractor shall correct rejected work and all resulting damage at no cost to the agency.

15.0 WARRANTY, PARTS, SERVICE, AND TRAINING

15.1 Minimum Warranties

System	Minimum Warranty Requirement
Chassis / powertrain	Full OEM warranty; extended options priced.
Body and conversion	Minimum 3 years/36,000 miles; longer standard warranty disclosed.
Body panels, doors, floor structure, stepwell, battery compartment, and corrosion	Minimum 5 years/unlimited miles or 150,000 miles, 100 percent parts and labor.
Passenger HVAC	Minimum 2 years; coils minimum 5 years where available; extended option priced.
Wheelchair lift / ramp	Minimum 3 years; 5-year extended option priced.
Wheelchair securement and passenger seating	Manufacturer standard, minimum 3 years preferred.
Cameras / ITS	Minimum 3 years; 5-year option where available.

15.2 Warranty Administration

- Contractor shall provide one warranty contact and escalation path for each ordering agency and shall coordinate chassis, body, component, and pass-through warranties.
- Warranty shall include parts and labor and shall not require the agency to pay freight for confirmed warranty parts. Contractor shall identify authorized Connecticut service locations and mobile-service capability.
- A fleet defect shall be investigated and corrected on all affected vehicles when the same or substantially similar defect occurs repeatedly or presents a safety risk.

15.3 Parts Support

The contractor shall support parts for the expected vehicle life. Standard parts should be delivered within ten business days. Safety-critical parts that place a vehicle out of service shall receive expedited handling. The proposal shall identify parts distribution, inventory, technical support, electronic parts catalogs, and obsolescence procedures.

15.4 Training

Contractor shall provide operator, maintenance, electrical/multiplex, HVAC, wheelchair lift/ramp, securement, camera/ITS, diagnostics, warranty, and parts training appropriate to each ordered vehicle. Training shall include electronic materials and may be delivered regionally or at the ordering agency as specified.

16.0 PRICING, ORDERING, AND CONFIGURATION CONTROL

16.1 Base and Option Pricing

The price schedule shall identify a complete base price for each vehicle type and separate prices for every required configuration and option in these specifications. No required equipment may be shifted into an unpriced option. Prices shall include manufacture, conversion, testing, documentation, training, delivery, and all work required for a complete ready-for-service vehicle.

16.2 Economic Price Adjustment

Base prices shall remain firm for the initial period stated in the RFP. Any adjustment for later contract years shall use the index and procedure stated in the final solicitation. The contractor shall provide a detailed cost analysis supporting increases for contract years two through five. The final procurement documents shall be reviewed to ensure consistency with the latest approved amendment language and applicable procurement requirements.

16.3 Ordering Procedure

Each participating agency shall issue an order-specific configuration sheet identifying vehicle type, floor plan, capacity, lift/ramp, seating, securement, HVAC, electrical, camera/ITS, graphics, warranty, delivery point, and selected options. Contractor shall return an itemized order confirmation. No substitution or configuration change is permitted without written agency and Lead Agency approval.

EXHIBIT I - REQUIRED BIDDER COMPLIANCE SCHEDULE

Bidder shall reproduce the following columns for every numbered specification section and provide a complete line-by-line response.

Section	Comply	Exception / Approved Equal	Proposal Page	Explanation
	[ ]	[ ]		
	[ ]	[ ]		
	[ ]	[ ]		

EXHIBIT I - ORDER-SPECIFIC VEHICLE CONFIGURATION SHEET

Item	**Agency Selection**
Ordering Agency	
Vehicle Type	
Quantity	
Floor Plan / Passenger and WC Capacity	
Wheelbase / Body Length / Drivetrain	
Lift or Ramp Type, Capacity, and Location	
Passenger Seat Type and Upholstery	
Fold-Away / Flip Seat Quantity	
Wheelchair Securement System	
HVAC Capacity and Component Location	
Alternator / Battery Package	
Camera / AI / ITS Options	
Paint / Graphics / Fleet Number	
Warranty Options	
Delivery Location and Required Date	
Special Agency Requirements	

Item	Agency Selection
AWD Selection	
Lift Access / Location Option	Shift-N-Step / passenger-side rear lift (separate dedicated lift doorway) / rear lift / other approved
Rear-Roof Safety Strobe	Yellow + green only; programmable/random flash pattern; automatic only; triggered by lift door(s), passenger entrance door, or rear/back door(s); no driver switch
Q'STRAINT ONE / Approved Equal	
Type D Chassis / Body Configuration	X2C mid-roof SRW / U4X high-roof DRW extended / U5X AWD / approved equal-current OEM equivalent

EXHIBIT I - REQUIRED PRICED OPTIONS CHECKLIST - (ALL VEHICLES)

- Alternative floor plans and capacities listed in Sections 1.3 and 13.4.
- Type D chassis/body configurations: separately price Ford Transit T-350 X2C mid-roof single rear-wheel; Ford Transit T-350 U4X high-roof dual rear-wheel extended length; and the U5X AWD configuration/feature for the high-roof extended vehicle, each or approved equal/current OEM equivalent.
- 800-lb and 1,000-lb lift options; 34 x 51 and 34 x 54 platforms where available.
- Manual and powered ramp; 800-lb and 1,000-lb Type F ramp options.
- Standard four-point retractable WC18 securement; Q'STRAINT ONE or approved equal integrated securement platform as a required separately priced option.
- Single and double fold-away seats; one, two, and three double-seat modules; contoured single seats; upholstery choices.
- Passenger HVAC capacity upgrades and alternate condenser/evaporator locations.
- AWD - required separately priced option for each Vehicle Type A-G where OEM/certified AWD is available; state 'Not Available' with technical explanation where unavailable.
- Lift-equipped Types A-E: required pricing, where compatible, for (1) Shift-N-Step or approved equal dual-entry curbside system; (2) passenger-side rear lift located in the rear portion of the passenger/curb side in a dedicated wheelchair-lift doorway separate from the ambulatory passenger entrance; and (3) rear lift located at the rear of the vehicle. Identify unavailable arrangements and provide floor plans for each available arrangement.
- Rear-roof door-open safety strobe: yellow and green only; multiple programmable flash patterns, including random/alternating patterns; automatic activation only with no driver/operator switch; activation limited to wheelchair lift door(s), ambulatory/passenger entrance door, and rear/back door(s).
- Standard four/five-view camera system, enhanced eight/nine-camera system, and AI dash camera/telematics.
- Destination signs, AVL/CAD/MDT, farebox, passenger information, APC, radio/tablet mounts, and fluid management.
- Extended chassis, body, corrosion, HVAC, lift/ramp, seating/securement, camera, and ITS warranties.

EXHIBIT J – WARRANTY SCHEDULE

EXHIBIT J: WARRANTY SCHEDULE

A. OEM / Chassis Manufacturer Warranty

Component / System	Minimum Warranty	Coverage / Notes
OEM Bumper-to-Bumper / Basic Vehicle	3 years / 36,000 miles	100% parts and labor; longer OEM warranty applies if greater.
Cab, Chassis & Frame Rails - Corrosion Perforation	5 years minimum	OEM warranty or contract requirement, whichever is greater.
Front & Rear Axles / OEM Drivetrain	3 years / 36,000 miles	100% parts and labor.
Transmission	5 years / 60,000 miles	100% parts and labor, or OEM warranty if longer.
Gasoline Engine	5 years / 60,000 miles	100% parts and labor, or OEM warranty if longer.
Emissions System	5 years / 50,000 miles minimum	Subject to any longer federally required or OEM emissions warranty.
OEM Safety Restraints / Airbags	5 years / 50,000 miles minimum	Or OEM warranty if longer.
OEM Driver Door	3 years / 36,000 miles	Applies where the door remains an OEM assembly.
OEM HVAC Components	OEM standard warranty	Applies to factory-installed HVAC systems retained as part of the chassis or van.
OEM Electrical / Electronic Systems	OEM bumper-to-bumper warranty	Includes factory wiring, modules, displays, and OEM driver-assistance systems.
OEM AWD System	OEM drivetrain warranty or better	Applies to factory AWD systems offered on applicable vehicle configurations.

B. Body Manufacturer / Final-Stage Converter Warranty

Component / System	Minimum Warranty	Coverage / Notes
Vehicle Body Structure & Crossmembers	5 years / 150,000 miles	100% parts and labor.
Floor Structure / Stepwell / Structural Accessibility Modifications	5 years / 150,000 miles	100% parts and labor.
Body Panels, Body Doors & Battery Compartment - Corrosion	5 years / unlimited miles	100% parts and labor.
Wheelchair Lift	5 years / unlimited miles	100% parts and labor, or manufacturer warranty if longer.
Wheelchair Ramp	5 years / unlimited miles	Manufacturer warranty if longer.
Passenger / Body HVAC System	2 years	100% parts and labor, or manufacturer warranty if longer.
HVAC Coils	5 years where available	Manufacturer warranty if longer.
Auxiliary Heating System	1 year minimum	Manufacturer warranty if longer.
Seats & Seat Frames	5 years / unlimited miles	100% parts and labor.
Seat Vinyl / Upholstery	2 years / unlimited miles	100% parts and labor.

Component / System	Minimum Warranty	Coverage / Notes
Converted / Body Doors & Windows	3 years / unlimited miles	Applies to non-OEM passenger, lift, ramp, and body doors/windows.
Body / Conversion Electrical Wiring	3 years	Applies to conversion-installed wiring, harnesses, and controls.
Wheelchair Securement Systems	3 years minimum	Manufacturer warranty if longer; includes Q'STRAINT ONE or approved equal.
Body-Installed Mirrors / Bumpers	1 year minimum	OEM-installed equipment remains under the applicable OEM warranty.
Cameras / Surveillance / ITS	3 years minimum	5-year extended warranty option where available.
Destination Signs / APC / Passenger Information / Fare Equipment	Manufacturer standard; 3 years preferred	Extended coverage separately priced where available.
Type D Conversion Work	3 years / 36,000 miles minimum	Structural conversion items remain subject to the applicable 5-year / 150,000-mile structural warranty.
Type G Lowered-Floor Conversion	3 years / 36,000 miles minimum	Bidder shall state structural and corrosion coverage.
Balance of Body / Conversion Components	1 year minimum	Manufacturer warranty if longer.