

Manchester Transit Authority  
110 Elm Street  
Manchester, NH 03101-2799

RFP #22-03  
Date Issued: May 16, 2022

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## REQUEST FOR PROPOSALS

### NOTICE TO BIDDERS

Notice is hereby given that MTA will receive proposals at 110 Elm Street, Manchester, New Hampshire, 03101 until 3:00pm on June 28, 2022 for One (1) Low Floor Cut-away bus in accordance with the applicable specifications:

**RFP 22-03**

#### **Proposal for One (1) Low Floor Cutaway Bus**

Any name appearing on the Comptroller General's list of ineligible contractors for Federally financed and assisted work is not an eligible bidder. In addition, thereto, a proposal based upon the furnishing of equipment or components thereof, manufactured by such an ineligible contractor, will be ineligible for consideration.

The Contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

The right is reserved to accept any proposal or any part or parts thereof, or to reject any or all proposals. The right is reserved to award fewer vehicles, including awarding zero vehicles.

**Please note, exhibits 1-1 through 1-4 and any applicable Federal clauses as described within MUST be completed in detail at the time of bid opening.**

Proposals must be securely sealed in a suitable envelope and marked on the outside as follows:

Proposals for One (1) Low Floor Cutaway Bus for MTA

Date:	May 16, 2022	RFP Number 22-03
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By: Michael Whitten  
Executive Director

Thank you for your interest in public transit projects for MTA. Attached are the solicitation documents and information necessary to participate in the competition. Below is a brief synopsis of the acquisition.

Description of work:	Purchase of (1) Low-Floor Cutaway bus
Solicitation type:	Request for Proposals
Contract type:	Firm fixed price on a per-unit basis
Basis of award:	Proposal with Greatest Value
Anticipated award date:	June 30, 2022
Performance period:	See Scope of Work

Proposals shall be submitted in writing no later than June 28, 2022 at 3:00p

MTA

Attn: Michael Whitten RFP 22-03

110 Elm Street

Manchester, NH 03101

Summary of Proposal Documents: Threshold levels and applicability for each are described in Section 2. Certifications are available in Section 3 and must be completed if required under the Federal threshold levels described.

- Certification and Restrictions Regarding Lobbying
- Government-Wide Debarment and Suspension
- Altoona Bus Testing Certification
- Pre-Award Buy America, Purchaser's Requirements and FMVSS Certification
- TVM Certification
- Post Delivery Buy America, and required documentation is provided for selected bidder to complete upon vehicle delivery. This should not be completed at time of proposal.

Additionally, there are four (4) documents that are required to be completed for MTA. They are:

- Exhibit 1.1 Bid Proposal Form

- Exhibit 1.2 Warranty Summary (Must be detailed, not referral to manufacturer documentation).
- Exhibit 1.3 Approved Equals Form (If Approved Equals are being sought)
- Exhibit 1.4 Amendment Page (If Amendments are submitted)

MTA  
PROPOSAL SECTION NUMBER 1

**TERMS AND CONDITIONS**

General

1. Proposals will be received by the Executive Director, MTA, Manchester, New Hampshire, at the place and until the time specified in the Notice to Bidders and then publicly read aloud for the information of bidders and others who may be present either in person or by representative. NO PROPOSAL WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.
2. The following meanings are attached to the defined words when used in this PROPOSAL form.
  - (a) The word "MTA" means the Manchester Transit Authority.
  - (b) The word "Bidder" means the person, firm, or corporation submitting a proposal on this specification or any part thereof.
  - (c) The word "Contractor" means the person, firm, or corporation with whom the Contract is made by carrying out the provisions of this RFP and the Contract.
3. Strict compliance with the requirements of the Notice to Bidders, Terms and Conditions, and the instructions printed on the forms is necessary. All designations and prices shall be fully and clearly set forth. All blank spaces in the RFP forms shall be suitably filled in. For the convenience of bidders, RFP forms are provided in this Solicitation.
4. Each proposal must give the full business address of bidder and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, following by the signature and title of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the State of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. Proposal by a person who affixes to his/her signature the word "president," "secretary," "agent," or other title without disclosing his/her principal may be held to be the proposal of the individual signing. When requested by the Executive Director, MTA, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.
5. Bidder shall submit an original (printed) and one electronic copy of his Proposal. Proposals must be securely sealed in a suitable envelope, addressed, and marked on the outside as follows:

## Proposal for One (1) Low Floor Cutaway Bus.

Date: May 16, 2022

RFP Number: 22-03

MTA is not responsible for proposals not properly marked.

6. Proposal security or proposal bond: Not Required.
7. Changes to the Specifications will be made by written addendum by MTA and will be forwarded to all persons and firms to whom documents have been submitted.
8. No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this RFP. Every request for such interpretation or requests for a change in the specifications or terms and conditions shall be made in writing and addressed and forwarded to the Executive Director, MTA, 110 Elm Street, Manchester, New Hampshire, 03101 in accordance with the Approved Equals provisions to follow. Any unapproved deviations, exceptions, substitutes, alternates or conditional qualifications contained in a proposal may be cause for its rejection.
9. Proposals may be withdrawn prior to the closing time for receipt of proposals. A request to withdraw a proposal must be submitted in writing and signed by the bidder. No requests to withdraw a proposal will be accepted if they are verbal or submitted after the closing time. Negligence on the part of the Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
10. Proposals may be modified by the bidder prior to the closing time for receipt of proposals. Modifications must be submitted in writing and signed by the bidder. Only additions or subtractions to the bidder's original proposal should be stated. Prices are not to be stated. No verbal modifications will be accepted after the closing time.
11. A proposal may be withdrawn or modified by facsimile communication provided such communication is signed by the person signing the original document and the facsimile is received by MTA prior to the closing time for the receipt of proposals.
12. MTA reserves the right to postpone the proposal opening for its own convenience and to waive any informality in proposals and to reject any and all proposals, wholly or in part, and to make awards in a manner deemed in the best interests of MTA.
13. 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 unauthorized deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a proposal may be cause for its rejection.
- (c) If a potential bidder feels that his product is an equal to the product specified he must submit a written request to MTA.
- (d) Requests for approved equals, clarification of Specifications, and protest of Specifications must be received by MTA, in writing no later than June 7, 2022 to allow analysis of the request. Any request for an approved equal or protest of the Specifications 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 Specifications' requirement. Where an approved equal is requested, the Contractor must demonstrate the quality of his product to the MTA and must furnish sufficient information to enable the MTA to determine whether the product is or is not equal to that specified. Written requests may be submitted electronically to [mwhitten@mtabus.org](mailto:mwhitten@mtabus.org)
- (e) MTA replies to request under paragraph (d) above will be emailed by June 10, 2022 close of business.
- (f) A notice of approved equals shall be furnished to all parties receiving specifications so that all bidders may propose accordingly.
- (g) Appeal from the decisions of MTA to approve or disapprove approved equal status shall be submitted in writing to the Executive Director, MTA, 110 Elm Street, Manchester, New Hampshire, 03101, not later than five (5) days from the date of MTA's decision. The appeal shall, at a minimum, identify the decision in question, specify all reasons why the appealing party disagrees with the decision, and shall include all facts and justification, including technical information, in support of its position. The Executive Director may request additional information from the appealing party and information or a response from the bidders, which shall likewise be submitted in writing to the Executive Director not later than five (5) days from the date of MTA's request. So far as practicable, appeals will be decided upon the basis of the written appeal, information and written responses submitted by the appealing party

and other bidders; all parties are urged to make written submissions as complete as possible. Failure of any party to timely respond to a request for information may be deemed by MTA that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such event the appeal will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent investigation deemed appropriate by MTA, the Executive Director shall either (a) render a decision which shall be final and advise all interested parties of same in writing or (b) at the sole election of the Executive Director, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respective positions and facts, documents, justification and technical information in support thereof. Parties may, but are not required to be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedure. Following the informal hearing the Executive Director shall render a decision that shall be final and advise all interested parties thereof in writing.

14. The Bidder shall familiarize him/herself with the location of facilities and of the areas of responsibility and labor therein. Failure to do so will not relieve a successful bidder of his obligation to furnish all labor necessary to carry out the provisions of this contract. Insofar as possible in carrying out his work, the Contractor must employ such methods and/or means to not cause any interruption of or interference with operations of MTA.
15. MTA, through the Executive Director, reserves the right to allow for any change in operating conditions or for any other cause not now foreseen and to proportion required services or supplies according to available facilities. In addition, MTA reserves the right to negotiate with the successful Contractor for additional work required.
16. In submitting his proposal, the Bidder certifies that no official or employee of the City of Manchester or MTA has any interest in the proposal or in the Contract which the Bidder offers to execute, or in the expected profits to arise therefrom, and that his proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
17. MTA may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to MTA all such information and data for this purpose as MTA may request. MTA reserves the right to reject any proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy MTA that such bidder is properly qualified to carry out the obligations of the contract.

18. Awards will be made to the "highest value" in accordance with the Scope of Work and Specifications. In determining "highest value," the following shall be considered mandatory minimum standards:
- (a) The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;
  - (b) Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
  - (c) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
  - (d) The quality of performance of previous contracts or services;
  - (e) The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service;
  - (f) The duration of lead time required between time of order and expected delivery of vehicles.
  - (g) The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
  - (h) The quality, availability and adaptability of the supplies, or contractual services to the particular use required.

The following weighting metric shall be used to determine "highest value" from those proposers who satisfy the above metrics.

<b>Purchase price:</b>	<b>40%</b>
<b>Lifetime Operating Cost:</b>	<b>30%</b>
<b>Warranty Value:</b>	<b>20%</b>
<b>Delivery Date:</b>	<b>10%</b>

1. Bidder Qualifications:

The Bidder must be the manufacturer or authorized dealer for such a manufacturer of the vehicles it proposes to furnish. The manufacturer or authorized dealer for the vehicles will be considered only if such manufacturer or authorized dealer is a person, firm, or corporation which:

Has been engaged in the manufacture and advertised sales or has been an authorized dealer for such a manufacturer of compact vans, vans, station wagons, or buses, for a period of not less than three (3) years; and

Has an operation or is an authorized dealer for a manufacturing facility adequate for, and devoted to, the manufacture or sale of compact vans, vans, station wagons, or buses, with sufficient capacity to assure the delivery of all vehicles in compliance with the Bidder's submitted proposal.

The financial condition, skill, experience, ability, and facilities of any or all Bidders to perform any contract resulting from proposals received in response to this RFP will be taken into consideration in order to determine whether the Bidder is responsible and properly equipped to undertake and carry out the terms of such contract.

20. Anticipated Duration of Contract:

MTA is not seeking any future options. Procurement is considered a one-time event.

21. Assignability:

The terms and provisions of the Contract Documents shall be binding upon MTA and the Contractor and their respective partners, successors, heirs, executors, administrators, assigns, and legal representatives.

As MTA is not seeking optional future vehicles, no portion of this award will be assigned by MTA to another public transportation provider.

22. Pricing:

The price to be quoted in any proposal submitted shall include all labor, materials, tools, equipment, and other costs necessary to fully complete the project in accordance with the specifications. Anything omitted from this specification that is clearly necessary for the completion of the item and its appurtenances shall be considered a portion of such proposal item although not directly specified or called for in these specifications. Bidder will not include any discounts in the proposal pricing. However, MTA will accept any discounts offered during the course of the contract. Freight must be included in proposal price.

23. Terms of Payment:

Bidder should note any discounts for payment before thirty (30) days. Corresponding bills of lading must be shown on the invoicing.

24. Purchases are exempt from payment of all Federal, State and local sales and excise taxes in connection with the Project. Said taxes must not be included in

proposal prices. Purchaser will provide necessary tax exemption certificates to supplier.

25. Proposal Acceptance:

Each proposal will be submitted with the understanding that the acceptance in writing by purchaser of the offer to furnish any or all of the items described therein, shall constitute a contract between the bidder and the purchaser which shall bind the bidder on his part to furnish and deliver at his proposal price, and in accordance with conditions of said accepted proposal and specifications.

26. The Contract Agreement will be in the form customarily employed by MTA and will incorporate the Notice to Bidders, the Terms, Conditions, and all contents of this RFP, and the entire contents of the Bidder's proposal.

27. The Revised Statutes Annotated of the State of New Hampshire, insofar as they apply to the laws of competitive proposing, contracts, and purchases, are made a part hereof.

28. Delivery Instructions

Unless otherwise specified, the delivery location shall be 110 Elm Street, Manchester, New Hampshire. Shipments shall be accepted Monday through Friday, 8:00 AM to 4:00 PM, excluding holidays. Contractor is required to notify MTA's purchasing agent in advance if delivery cannot be made during these hours.

29. Miscellaneous Contract Provisions

- a. Contractor warrants that it has not been paid any bonus or commission for the purpose of obtaining this Contract.
- b. The failure of MTA at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained.
- c. Contractor shall not assign any interest or obligation in this Contract, and Contractor shall not transfer any interest in the same (whether it be assignment or notation), without the prior written consent of MTA.
- d. Any proposed change or modification of this Contract shall be submitted in writing to MTA for its prior approval. All changes shall be by written agreement of MTA and Contractor.

- e. The Proposal submitted by the Contractor is incorporated herein by reference as if fully set forth verbatim herein. In the event of conflict between this Contract and Proposal, the provisions of this Contract shall control.
- f. This Contract, except as set forth in the preceding paragraph, represents the entire and integrated Agreement between MTA and the Contractor and supersedes all prior negotiations, statements, instructions, and representations or agreements, whether written or oral.

This Contract may not be modified, amended or assigned except by written agreement duly signed by both parties.

- g. At the election of MTA, the invalidity or illegality of any provisions of this Contract, other than arising from the fiscal inability of MTA to pay the compensation due to the Contractor as same becomes due, as determined by a court of last resort of competent jurisdiction, shall not affect the validity of the remainder of this Contract, and this Contract shall remain in full force and effect as if such illegal or invalid provisions were not contained herein.
- h. As delivery date is a scoring metric, MTA reserves the right to impose liquidated damages in the amount of \$50.00 per day for deliveries occurring later than the specified number of days after purchase order submission as outlined in successful award proposal. Bidders should designate delivery date in the form of X days from purchase order submission.

**MTA  
PROPOSAL SECTION NUMBER 2**

**SOLICITATION PROVISIONS/REQUIRED CONTRACT CLAUSES**

**Federal Clauses**

Please note that many Federal Clauses will only apply to procurements with a total value (not per vehicle) that meets certain thresholds. Please refer to the below descriptions to determine if a particular clause is applicable. As MTA cannot know the total proposed costs, it has included all such Federal Clauses. If the total costs for the proposal is under the listed threshold, those clauses so noted will not apply and need not be completed.

**2.1 Fly America Requirements**

Applicability - all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

**2.2 Buy America Requirements (Rolling Stock)**

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by 2 CFR Part 200 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured in the US and have a minimum 60% domestic content and adhere to contract term limitations. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**2.3 Cargo Preference**

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

#### **2.4 Energy Conservation**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

#### **2.5 Clean Water**

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

#### **2.6 Bus Testing**

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

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

## **2.7 Pre-Award & Post Delivery Audit Requirements**

Pre-Award & Post-Delivery Audit Requirements - Applicability - Rolling Stock/Turnkey

Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

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

## **2.8 Lobbying**

Construction/ Architectural and Engineering/ Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

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.

## **2.9 Access to Records and Reports**

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project

or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

FTA does not require the inclusion of these requirements in subcontracts.

## **2.10 Federal Changes**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

## **2.11 Clean Air**

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Applies to contracts exceeding \$100,000.
- 2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

## **2.12 Contract Work Hours & Safety Standards Act**

Applicability - Contracts over \$100,000

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

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

- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.
- (4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

### **2.13 No Government Obligation to Third Parties**

Applicability - All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

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

#### 2.14 Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

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

#### 2.15 Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other

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

- c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- g. Termination for Default (Transportation Services) If 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 contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete 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. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

- 1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.  
If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, 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 recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

## 2.16 Government Wide Debarment and Suspension (Non Procurement)

Applicability – Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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 49 CFR 29, Subpart C 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.

## 2.17 Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal

Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **2.18 Civil Rights Requirements**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

- c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,
- d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: (1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the

award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

- e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
  
- f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 - 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and  
(5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
  
- g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to

- access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,
- (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,
- h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd - 290dd-2,
- i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,
- j. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address

Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, “Department of

Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance, and

- k. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- l. Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

## **2.19 Breaches and Dispute Resolution**

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

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

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

## **2.20 Disadvantaged Business Enterprise**

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

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

- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.
- 2.21 Incorporation of Federal Transit Administration (FTA) Terms All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

## **2.22 Other Federal Requirements**

The following requirements are not federal clauses.

**Full and Open Competition** In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

### **Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

### **Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

### **Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

#### Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

#### Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

#### Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

#### Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

#### Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

#### **Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

#### **Environmental Justice**

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

#### **Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

#### **Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only** Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal

Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**CFDA number for the Federal Transportation Administration**

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**MTA  
PROPOSAL SECTION NUMBER 3**

**REQUIRED CONTRACT CERTIFICATIONS**

**Federal Certifications**

**Please note that many Federal Clauses will only apply to procurements with a total value (not per vehicle) of \$150,000 or greater. As MTA cannot know the total proposed costs, it has included all such Federal Clauses. If the total costs for the proposal is under \$150,000 those clauses so noted will not apply and the corresponding Federal Certification need not be completed.**

**PRE-AWARD CERTIFICATIONS**  
(to be completed with the bid)

**TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION**

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.

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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 \_\_\_\_\_

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

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

Title \_\_\_\_\_

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

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**NOTARY**

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

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

Place Notary SEAL Here:

**PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)**

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Bidder or offeror Certificate of:

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

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323U), and the applicable regulations of 49 CFR 661.11.

Company \_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

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*Bidder or offeror Certificate of:*

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

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

Company \_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

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## **PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)**

71 FR 14117, Mar. 21, 2006, as amended at 72 FR 53698, Sept. 20, 2007; 74 FR 30239, June 25, 2009

### **PRE-AWARD AUDIT REQUIREMENTS**

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

### **DESCRIPTION OF PRE-AWARD AUDIT**

A pre-award audit under this part includes- (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

### **PRE-AWARD BUY AMERICA CERTIFICATION**

For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

- (a) There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- (b) The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
  - (1) The Component and subcomponent parts of the rolling stock that are produced in the United States is more than sixty percent (60%) of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and
  - (2) The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

### **PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION**

For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that:

- (a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
- (b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

### **PRE-AWARD FMVSS COMPLIANCE CERTIFICATION**

As required by Title 49 of the CFR, Part 663 - Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

**PRE-AWARD CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)**

**BUY AMERICA REQUIREMENTS**

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

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

As required by Title 49 of the CFR, Part 663 - Subpart B, \_\_\_\_\_ (the recipient) is satisfied that the buses to be purchased, \_\_\_\_\_ (number and description of buses) from \_\_\_\_\_ (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst \_\_\_\_\_ (the analyst - not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

**PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION**

As required by Title 49 of the CFR, Part 663 - Subpart B, \_\_\_\_\_ (the recipient) certifies that the buses to be purchased, \_\_\_\_\_ (number and description of buses) from \_\_\_\_\_ (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

**PRE-AWARD FMVSS COMPLIANCE CERTIFICATION**

As required by Title 49 of the CFR, Part 663 - Subpart D, \_\_\_\_\_ (the recipient) certifies that it received, at the pre-award stage, a copy of \_\_\_\_\_'s (the manufacturer) self-certification information stating that the buses, \_\_\_\_\_ (number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

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

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

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

# BUS TESTING CERTIFICATION

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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.

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Name of Bidder/Company Name

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Type or print name

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Signature of authorized representative

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Signature of notary and SEAL

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

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)

**Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

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

**Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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 49 CFR 29, Subpart C 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.

Contractor \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_/\_\_/\_\_\_\_

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

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

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

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the, required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

Signature of authorized representative \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of notary and SEAL \_\_\_\_\_

**POST DELIVERY CERTIFICATIONS**  
(to be completed after delivery)

Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S. C. 5323(1), and the applicable regulations of 49 CFR 661.11.

Agency: \_\_\_\_\_

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

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

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Certificate of NON-COMPLIANCE. Buy America and FMVSS Rolling Stock Requirements.

*The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S. C. 5323(1), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661. 7.*

Agency: \_\_\_\_\_

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

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

**POST DELIVERY AUDIT REQUIREMENTS**

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit is complete before title to the rolling stock is transferred to the recipient.

**DESCRIPTION OF POST DELIVERY AUDIT**

A post-delivery audit under this part includes: (a) A post-delivery Buy America certification as described in 49 CFR 663.35; (b) A post-delivery purchaser's requirements certification as described in 49 CFR 663.37; and (c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in 49 CFR 663.41 or 49 CFR 663.43.

**POST DELIVERY BUY AMERICA CERTIFICATION**

For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that:

- (a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- (b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
  - (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and
  - (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

**POST DELIVERY PURCHASERS REQUIREMENTS CERTIFICATION**

For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that-

- (a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased' and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:
  - (1) Provide accurate records of all vehicle construction activities; and
  - (2) Address how the construction and operation of the vehicles fulfills the contract specifications.
- (b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.
- (c) For procurements of:
  - (1) Ten or fewer buses; or
  - (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or
  - (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

**POST DELIVERY AUDIT REVIEW**

- (a) If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.
- (b) This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

**POST DELIVERY FMVSS COMPLIANCE CERTIFICATION**

If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.

**MTA  
PROPOSAL SECTION NUMBER 4**

**TECHNICAL SPECIFICATIONS**

**Low Floor Accessible Cutaway Bus**

**1. General Requirements**

1.1 Bidder shall submit documentation certifying that proposed vehicle meets all applicable FMVSS Regulations in effect on the date of manufacture. At a minimum the following standard shall be included in the certification:

FMVSS 207	FMVSS 210
FMVSS 208	FMVSS 220
FMVSS 209	FMVSS 302

1.2 Bidder shall certify compliance with Buy America regulations. Successful bidder must provide a list of vehicle components and sub-components with manufacturer and place of manufacture and cost or percentage of total vehicle cost for each component or sub-component. It is sufficient to list US made components or sub-components, the cost of which totals more than 60% of the total vehicle cost as required by Buy America regulations, rather than all vehicle components and sub-components. **(Purchase Orders over \$150,000).**

1.3 Bidder shall submit with proposal documentation showing compliance with 49 CFR 665, FTA Bus Testing regulation. Vehicle must be tested to show compliance with a 7 Year/200,000 Mile duty cycle life. Test results documenting a 7 Year/200,000 Mile duty cycle life by the Federal Transit Administration test center in Altoona, Pennsylvania shall be submitted. A vehicle that has not been Altoona Tested as a 7-year vehicle will not be compliant with this specification.

1.4 Vehicle Manufacturer must have ISO 9001 Certification. Proof or certification must be submitted with the RFP.

1.5 The Contractor shall comply with all applicable Federal, State and Local regulations. In the event of any conflict between the requirements of this specification and any applicable legal requirement, then the legal requirement shall prevail.

1.6 Note: Whenever a specific trade or product name is used within this specification, the following statement applies: "...or approved equal with

essentially comparable standards of quality, design and performance.”  
All requests for approved equals must be approved by MTA prior to the proposal opening. All requests for approved equals must be supported with detailed technical information.

1.7 Contractor shall submit signed copies of all required Certificates and Assurances.

## 2. Overall Dimensions

- 2.1 Length Overall (minimum) .....288”
- 2.2 Width, Exterior (maximum) .....102”
- 2.3 Seating (see attached floor plan)
- 2.4 Height Overall (nominal).....110”
- 2.5 GVWR (minimum)..... 14,000 lbs.
- 2.6 Wheelbase (minimum) .....175”

The Contractor shall provide a vehicle with a General Motors 4500 propane chassis OR Ford E450 propane chassis, or approved equal.

## 3. Engine - Transmission - Drive Train

### 3.1 Engine (Propane)

- 3.1.1 V8 or V10
- 3.1.2 Preferred 7.3L
- 3.1.3 A chassis manufacturer’s auxiliary engine oil cooler shall be provided
- 3.1.4 An engine high-idle system shall be provided. The high idle system shall be a fully-automatic type activated when the transmission is in Neutral or Park position, air conditioning is operating, and driver switch is on. Engine idle shall also increase to 1,200 RPM when system voltage drops below 12.75 volts.
- 3.1.5 Governor set to a maximum speed limit of 65mph

### 3.2 Transmission

- 3.2.1 At minimum a Six speed (or greater) automatic transmission with overdrive and an externally mounted air-to-oil heat exchanger

3.3 Steering to be full integral hydraulic powered re-circulating ball type with a 17.0:1 ratio and a design capacity of 4,600 lbs. rating, or approved equal.

A driver side airbag is to be included. Tilt and telescope steering column shall be provided.

- 3.4 The drive shaft, bearing and U-joint shall be the OEM standard for the GVWR specified. One or more guards for the drive shaft are required to prevent any section of the shaft from entering the vehicle or striking the ground in case of failure. Guards shall be 3/16" thickness steel (minimum) bolted to the frame. The drive shaft shall be painted.

#### **4. Suspension System**

- 4.1 Front Axle shall be heavy-duty type providing a minimum design load rating of 4,600 lbs. capacity. Front air suspension shall be provided.
- 4.2 Rear Axle shall be a drive axle providing in excess of 65 mph road speed and a minimum design load rating of 9,500 lbs. capacity. Rear air suspension shall be provided.
- 4.3 Front and Rear stabilizer bars shall be provided.
- 4.4 Air tank(s) used for kneeling must be protected from freezing and weather elements.
- 4.5 Any external electrical connections to be weather tight.

#### **5. Tires and Wheels**

- 5.1 Tires - (7) BSW, truck-type tubeless steel belted all season highway radials LT225/75Rx16 load range E , single front and dual rear to be provided
- 5.2 Wheels - (7) one-piece ventilated steel wheels to be provided, heaviest duty available for GVWR specified.
- 5.3 Wheels and tires are to be interchangeable front and rear.
- 5.4 All tires shall be electronically spin-balanced to a minimum speed of 65 MPH.
- 5.5 Two (2) Spare tires and wheels per vehicle. Tires and wheels shall be shipped loose.

#### **6. Brakes**

- 6.1 Front Disc – dual piston hydraulic.
- 6.2 Rear Disc – dual piston hydraulic.
- 6.3 Parking/Emergency Brake – foot operated, push to apply, push and release to disengage transmission mounted drum
- 6.4 The brakes shall be free of objectionable noise or squeal when applied.
- 6.5 Brakes to have 4-wheel anti-lock system

## 7. **Electrical System**

- 7.1 The vehicle shall be supplied with an alternator-powered 12-volt extreme duty electrical system.
- 7.2 Vehicle to be equipped with optional OEM 225 (minimum) amp alternator, polygroove belt-driven Penn Tex, or approved equal, high output externally regulated with a minimum 100-amp output at engine idle. Two (2) heavy-duty 12-volt batteries with a combined 1200 cca minimum shall be provided. Batteries to be lead acid premium construction, maintenance free. Terminals shall be of different size to prevent incorrect cable installation. Batteries shall be mounted in a slide out tray on the curb side of the vehicle. Optional stainless steel battery tray shall be provided. Batteries to have main cut off switch.
- 7.3 All accessories and electrical equipment, with the exception of head lights, tail lights, parking lights, emergency flasher, interior lights and lift shall be wired through the vehicle ignition switch so as to be operative only with switch in the ON or accessory position.
- 7.4 Original manufacturer's vehicle wiring shall remain unchanged to the greatest extent practicable consistent with requirement of these specifications. A separate fuse panel for all add-on components located in an accessible area inside the vehicle shall be provided. A printed, hard-copy of the wiring diagram is required.
- 7.5 Wiring and terminals shall meet or exceed current federal and state vehicle requirements and be amply sized for both mechanical strength as well as to carry required currents without significant voltage drops. Wiring to have number for troubleshooting and number tree.

- 7.6 Wiring and harnesses - all general purpose wiring shall be cross-linked polyolefin insulated, colored, numbered and function coded for positive identification meeting the requirements of SAE recommended practice J1127 and J1128, types GXL and SGX. Wiring shall be installed so as to avoid damage from heat, water, solvents or chafing by proper routing, clamping and the use of grommets or suitable elastomeric cushion materials. Harnesses shall be designed to resist abrasion by the use of Packard Electric flex-guard plastic loom. Harnesses shall be sectional terminating at insulated multi-pin quick disconnects or junction blocks. Each harness shall provide a minimum of one (1A) spare conductor so marked. All wiring harnesses shall be function tested prior to installation.
- 7.7 Electrical junction panel - heavy-duty circuit board junction panel to be provided inside the bus, easily accessible from the inside. Board to be quipped with heavy-duty 12-volt DC relays and 12-volt DC circuit breakers and blade type fuses. Panel shall be equipped with a complete circuit legend. At least three (3) extra circuits shall be provided for installation of Purchaser-installed equipment such as radio and fare-box.
- 7.8 Grounding of components shall be through polarized, shielded terminals wired to main structural ground points. Grounding through hinged doors or covers of any type is not acceptable. Ground points shall be bolted to main structure free of paint, oil or rust and coated with silicone grease after fastening.
- 7.9 Electrical components which may require servicing or replacement shall be readily accessible through access panels or covers. Installation of after market electrical components and systems in the engine compartment shall be eliminated to the greatest possible extent.
- 7.10 A complete "as-built" manual including complete wiring diagrams shall be provided, accurately referencing colored, numbered and function coded wiring applications. Regardless of media for the manual, one paper print copy is required for all wiring diagrams. A complete troubleshooting guide with full circuits identified shall be provided.
- 7.11 Maximum radio suppression available from OEM shall be provided.
- 7.12 An in-line circuit breaker of adequate capacity for circuit to wheelchair lift shall be provided in a readily accessible location. Power wire to lift shall be securely clamped and protected.

- 7.13 Two heavy-duty electrical, three speed (intermittent, low and high speeds) windshield wipers and windshield washer shall be provided.
- 7.14 All exterior lighting shall conform to all State Regulations and FMVSS 108. Lights to be LED in conforming locations.
- 7.15 Furnish one optional under-hood light for servicing.
- 7.16 All wiring in main wiring harness to be mechanically crimped.
- 7.17 All switches and controls shall be conveniently located in the driver's area and shall provide ease of operation and be appropriately marked. There shall be no switches and controls located above the windshield or driver's door with the exception of the driver's courtesy lights and head sign controller.

## **8. Interior Climate Control**

- 8.1 OEM dash deluxe, air conditioning, heater and defroster with maximum BTU available shall be provided.
- 8.2 Two (2) passenger area auxiliary heaters shall be provided, 65,000 BTU minimum, with optional shut-off valve at heater. Blower switch with off/low/high positions (minimum) and thermostat control shall be provided, (OPTIONAL) radiant heating pricing (if available).
- 8.3 An electric stepwell/ramp heater must be provided. Heater housing shall be corrosion-resistant.
- 8.4 All controls shall be located within easy reach of operator and shall be located on the control panel. Separate panel switches shall control heating and air conditioning units.
- 8.5 Air Conditioning
  - 8.5.1 Rear Air Conditioning shall be a dual compressor system, or approved equal, with a minimum of 70,000 BTU output at 665 cfm diffused air flow. The evaporator shall be a minimum EM-2, rear interior ceiling-mounted. The condenser may be roof mounted or underskirt mounted. The refrigerant compressor shall be polygroove belt driven off of the engine with a minimum 9.2 cubic inch displacement. Refrigerant type shall be R134a.

8.5.2 Splash guard shall be provided for skirt-mounted A/C condenser to prevent wheel splash from entering condenser.

**9. Roof Hatch**

9.1 Vehicles shall be equipped with one 5-position Advantage series power safety ventilation/escape hatch centered in vehicle roof over the rear axle.

**10. Interior Body Panels**

10.1 Sidewall and ceiling panels to be luan-free seamless fiberglass walls and ceiling with AZDEL substrate.

10.2 Fiberglass front ceiling enclosure to be a one-piece front ceiling closure of fiberglass reinforced plastic (FRP).

10.3 Interior panels shall be bright white or grey. Panels shall be supported to prevent buckles, vibration, drumming, or flexing. Horizontal trim molding at panel seams shall be stainless steel, anodized aluminum, FRP or ABS plastic.

10.4 All interior panels, materials and treatments shall be flame retardant in conformance with FMVSS 302 and treated to be easily cleaned.

10.5 All protruding hazardous surfaces, sharp or jagged edges shall be eliminated.

**11. Seating** (*Submit Diagram*)

11.1 Seating shall be provided for a minimum of twelve (12) ambulatory passengers and two (2) wheelchair positions, a safety barrier must be installed in front of the first seats on both sides.

11.2 Seating shall be arranged to maximize the number of ambulatory seats when transporting either two, one or no wheelchairs; may include flip-up seats in w/c positions.

11.3 No wheelchair position shall be blocked from loading or unloading due to the use of another wheelchair position.

- 11.4 Passenger seats shall be mid-high back Freedman Featherweight Repel Gem Blue, or approved equal. Aisle seats will include padded grab handles at the headrest area of the seatback. Contractor will omit retractable arm rests on aisle seats. Please contact MTA for the seat design.
- 11.5 Seat Dimensions  
Meets all federal and state standards with size designed for passenger's comfort.
- 11.6 Front of bottom cushion shall be rolled. Foam shall be contoured, dense, transit grade polyurethane with a minimum thickness of 1.5".
- 11.7 All metal surfaces shall be chemically cleaned, iron phosphated, painted and baked to provide rugged, long lasting, rust resistant surface.
- 11.8 Each seat position shall be equipped with retractable passenger restraint belts. Seatbelts shall be bolted through the floor, independent of seat, or bolted to seat frame. Must meet FMVSS 207 and FMVSS 210.
- 11.9 Passenger seats may be installed on a track system or floor bolted. Where exposed, the track shall be covered with a vinyl track plug strip. The seat track shall be integral to the structure of the bus to provide secure seat anchorage, and to provide additional side crash barrier protection in the body structure.
- 11.10 The driver's seat shall be a USSC, or approved equal, deluxe high back seat. Seat shall be equipped with retractable shoulder and lap belt (safety orange if available or MTA will accept black seatbelt if excessive extra lead time would be required) and shall have 4-way adjustable power seat base. Driver's seat to be black fabric.

## **12. Floor**

- 12.1 The subfloor shall be at minimum 5/8" plywood or galvanized steel sealed at all edges. Floor shall be sealed and sanded to create a smooth transition throughout. Vehicle shall be undercoated according to provisions of Section 19.6 of this Specification.
- 12.2 Subfloor understructure and edges shall be completely undercoated by hand-brushing and 100% sealed from moisture penetration prior to being installed on steel frame understructure.

- 12.3 Floor to be covered with grey transit-grade flooring, 3/16" ribbed in the aisle and 1/8" smooth under seats. The ribbed aisle must meet the step rubber at an angle for easy seep-out. Driver's area to be covered with sound deadening, non-skid flooring. Driver's floor mat covering shall be heavy duty vinyl material warranted not to rip, tear or curl under the body warranty. All flooring must comply with ADA ASTM slip resistance standards.
- 12.4 There shall be a molded plastic, fiberglass, rubber or FRP cove molding between sidewalls and floor for ease of cleaning.
- 12.5 Front step height from ground (no load) shall be 12" maximum when kneeling.
- 12.6 The step or ramp treads shall be non-slip and have a molded-in white step edge at entry. White standee line shall be provided in floor parallel to driver barrier along with signage "No Standees Forward of White Line".
- 12.7 Entry shall be completely enclosed and weather tight when passenger door is in the closed position.
- 12.8 Main Aisle Width: Vehicle shall be provided with unobstructed main aisle of at least 10 inches wide from the entrance door to the rearmost passenger position (i.e. seats or wheelchair stations).

### **13. Doors**

#### **13.1 Front Entrance**

- 13.1.1 The vehicle shall be equipped with an electrically-operated, 39" double leaf, outward opening "transit style" door with molded, overlapping, safety seal at center, located opposite the driver. The door and lift switches shall be located within the drivers' reach. A second set of switches are to be provided outside the service door for the driver to use for loading.
- 13.1.2 The door panels to be synchronized and operated by a single electric powered overhead actuator. The actuator shall be equipped with an emergency manual release lever. The door mechanism shall be equipped with tapered bushings to provide door adjustment.

- 13.1.3 The door shall have a minimum clear opening width of 36" as measured from inside edge to inside edge of door frame and full height of at least 77" clear "walk-in" headroom as measured from the top of the front step to the entrance header.
- 13.1.4 The door shall have full-length design tinted windows that conform to all applicable Federal and State Motor Vehicle Safety Standards.
- 13.2 Door frame shall be powder coated to match the vehicle exterior base color.
- 13.3 Keys and locks for all doors are to be supplied except passenger entrance door.
- 13.4 All doors shall be properly sealed to prevent entry of air drafts and water into vehicle interior including spray from commercial vehicle wash equipment and driven rain.
- 13.5 Materials used for weather seals shall be designed to withstand varying temperature extremes, road splash, salt and other exterior elements without cracking, leaking, loosening or deteriorating.
- 13.6 All door frames shall be stainless steel.

#### **14. Service Compartments and Access Doors**

- 14.1 If provided, service access opening or doors in floor or interior shall be properly secured and sealed to prevent entry of fumes and water into the vehicle interior. Method of sealing shall permit removal and replacement of access doors without damage to sealing requirement. Fuel tank access covers to be provided.

#### **15. Windshield and Windows**

- 15.1 All windows to meet State and Federal Safety Standards. Windshield to be AS-1, driver's side windows to be AS-2 and passenger windows to be AS-3 in quality.
- 15.2 Windshield to be front cab contoured, single piece, 1/4" thick tinted, laminated safety float glass. Windshield to be bonded in place for a secure watertight seal.

- 15.3 Driver's roadside window to be standard EOM roll-up vertical glass design. Windows to be glazed with 1/8" thick, tempered safety glass.
- 15.4 Driver's curbside window to be extruded aluminum sash of one (1)-piece fixed design. Windows to be glazed with 1/8" thick, 73% single density, tempered safety glass. This window shall provide a total viewing area of not less than 400 square inches.
- 15.5 Door windows to be installed with two (2)-piece black ozone treated extruded rubber, lock and key of one (1)-piece fixed design. Windows to be glazed with 3/16" thick, 31% gray density, tempered safety glass.
- 15.6 Passenger Side Windows to be top T-slider ventilating style. Glazing to be minimum 1/4" thick with 31% tinting to reduce glare. Window framing to be black anodized aluminum with interior clamp ring attachment design. Emergency egress passenger side windows to be FMVSS 217 requirements for emergency egress, including proper decals.

## **16.0 Exterior and Interior Lighting**

- 16.1 LED roof marker lights, red or amber, one at each corner, shall be provided
- 16.2 LED marker lights, three (3) lamp cluster, amber or red lens, at front and rear shall be provided
- 16.3 LED side marker lights, red or amber, to be provided
- 16.4 LED side directional lights shall be amber
- 16.5 License plate holder at rear shall be illuminated by LED light
- 16.6 LED, red center-mount brake light to be provided
- 16.7 LED brake, turn signal and back up lights to be provided
- 16.8 Interior shall be LED and illuminate the entire interior of the bus. The interior lights need to have glare mitigation for evening operations, this can be achieved by dimming the brightness level or deactivate the lights in the front or curbside depending on interior layout while leaving the remaining interior lights on.

- 16.9 LED driver courtesy light operated while the driver door is open shall be provided. Additionally, a driver-controlled override shall be provided to allow operation of all interior passenger courtesy lights when doors are closed and ignition on.
- 16.10 Stepwell lights shall be provided, interior and exterior. All passenger stepwells and doorways shall be LED.

## **17. Finish and Color**

- 17.1 All exterior surfaces shall be smooth and free of visible fasteners, dents and other imperfections. Exterior surface shall be minimum .020" thickness of high-gloss white paint.
- 17.2 Skirts shall consist of straight or curved reinforced fiberglass, easily removable for replacement, matching vehicle color.
- 17.3 Rear wheel well fenders shall be replaceable contoured design, matching vehicle color.
- 17.4 All wheel rims shall be stainless steel.

## **18. Stanchions and Grab Rails**

- 18.1 All stanchions and grab rails shall be 1¼" yellow stainless steel tubing with brushed finish. Vertical stanchions shall be secured top and bottom with barrel bolts to prevent twisting. All stanchions shall be mounted floor to ceiling in structural member.
- 18.2 There shall be a vertical stanchion and modesty panel located at the rear of the entrance door and in front of the seats on the wheelchair securement area side. Entry-assist grab rails shall be provided both sides of the door within easy reach from the ground to assist passengers in both boarding and exiting. Grab rails shall be firmly mounted to stanchions and sidewalls or floor.
- 18.3 Modesty panels shall be manufacturer's standard board with rounded corners and with white or light grey laminate on both sides. Modesty panel at wheelchair and passenger seating positions shall be padded, light grey or white.

18.4 Vertical and horizontal stanchions shall be provided behind the driver's seat. Lower section below horizontal bar shall be padded modesty panel. A clear plexiglass panel shall be installed filling the area between the horizontal cross-bar and ceiling for driver privacy and protection. Installation of this panel should not interfere with use of the vertical stanchion as a hand-hold by passengers.

18.5 There shall be an ADA-compliant stanchion around the fare box location at the right of the entry ramp. Pre-wire for electronic fare box.

## **19. Body and Roof**

19.1 Body Frame Structure-Multi-point rubber isolator mounted body to cab chassis. Wall structural shall be steel cage construction consisting box tubing. The areas between the framing shall be filled with minimum  $\frac{3}{4}$ " thick polyurethane insulation. The assembly shall then be encased in reinforced fiberglass and cured in a vacuum press (preferred) or pressure laminate to create a monolithic structure including gel coat finished exterior and interior surfaces.

19.2 Subfloor frame work and side wall frame from floor down shall be stainless steel or galvanized steel to withstand extremes of salt splash. The integrity of floor frames and wall frame shall be 7-year warranty for cracking, original strength.

19.3 Roof structure shall consist of steel cage construction consisting of tubing, laminated in a matrix of fiberglass reinforced wood core.

19.4 Body Panel Assembly-The side walls, rear crown wall, roof, and front roof crown shall be interlocked by resin saturated fiberglass matting and wood members, forming a unibody design without exposed fasteners or protruding moldings. Body assembly shall meet or exceeds FMVSS 220.

19.5 Roof gutters shall be installed over the doors.

19.6 When the body unit is mounted, the sections underside the vehicle exposed to the elements shall be treated with undercoating using Tectyl 121-B or approved equal except those areas of the OEM chassis where undercoating is not recommended by the manufacturer. All mechanisms (moving or stationary parts) that are rendered useless by an application of sealant or insulation shall be cleaned free of sealant or insulation including vent canisters and drain pipes. Rust-proofing/corrosion-

proofing shall be warranted for the same period covered by the body/structure warranty.

## **20. Insulation**

- 20.1 Inside walls and ceiling to be insulated with flame-retardant insulation material with a minimum R factor equivalent to R-6.
- 20.2 The engine compartment shall be insulated from the passenger compartment with a minimum of 1" thick flame-retardant fiberglass material or equivalent so as to minimize van interior noise level, heat and fumes.

## **21. Mirrors**

- 21.1 Each vehicle shall be equipped with two (2) 7" x 10" (minimum) heated exterior rear view mirrors with remote and breakaway mounting brackets, one on each side, Rosco or approved equal. Right side front mirror shall be mounted so as to prevent contact with boarding passengers or pedestrians. Mirror arm shall be adequate length to provide rearward vision. Mirrors shall also include separately adjustable flat and convex mirrors. Side mirrors shall be furnished with LED directional.
- 21.2 Standard OEM rear vision mirror with non-glare, day-night feature shall be provided.
- 21.3 A mirror shall be installed on the front of the vehicle that enables the driver to see directly in front of the vehicle from a seated position. This mirror is to be connected to a rear-camera for backing.
- 21.4 One 4" x 8" minimum convex adjustable interior passenger viewing mirror shall be provided and mounted in such a way to allow the driver to easily view passenger activity in the vehicle from the driver's seat.

## **22. Wheelchair Ramp**

- 22.1 Wheelchair ramp shall be a Braun or Riccon powered ramp mounted in entrance door stepwell.
- 22.2 Driver operation switches on dash and outside service door.
- 22.3 All power units, operating joints, linkage and mounting points to the body shall be certified by the manufacturer and/or installer as adequate to meet the minimum load requirement.

- 22.4 The power supply shall be a 12 volt electric or electric-hydraulic system. The power pack system shall be of modular design allowing for easy removal and field replacement, if needed.
- 22.5 A manual back-up system shall be provided to ensure operation of the ramp in case of electrical failure. The backup system shall provide a reliable means of manually raising and lowering the ramp with a minimal physical effort.
- 22.6 A mechanism shall be provided to prevent movement of the vehicle with the ramp deployed. This may be an entry door interlock or interlock requiring the transmission to be in Park position and the parking brake engaged before the ramp can be operated.
- 22.7 A complete set of operating instructions, schematics, and ramp manufacturer Service Manual and Parts Manual shall be included with each ramp. Ramp shall be warranted against defects, parts and labor, for a minimum of one year from delivery of the vehicle.

### **23. Wheelchair Securement System**

- 23.1 Securement devices and their attachments shall restrain a force in the forward longitudinal direction of up to 2,500 pounds per securement leg or clamping mechanism and minimum of 5,000 pounds for each mobility aid.
- 23.2 The securement system shall be located as near to the accessible entrance as practicable and shall have a clear floor area of 30" by 48" for each wheelchair. Two wheelchair positions shall be provided.
- 23.3 Wheelchair securement system shall be Q-Straint Q-8100-A1-SC Deluxe to secure wheelchairs facing forward and must fully comply with the Americans with Disabilities Act requirements. \*OPTIONAL PRICING: for two Q'Straint One All-in-one Wheelchair securement stations.
- 23.4 Wheelchair tie-down and occupant restraint shall consist of four automatic retractors with J-hook per securement area with a separate lap restraint belt for the occupant. Self-tensioning belts to be interchangeable.
- 23.5 Means shall be provided to safely and securely store tie-down straps when not in use by providing pouches on vertical wall to secure tie-downs.

## 24. Miscellaneous

- 24.1 Maximum heavy-duty radiator and cooling fan available shall be provided. Radiator shall be equipped with a surge tank if available from chassis manufacturer. Coolant provided per State Standard Specification (-34°F).
- 24.2 Vehicle shall be equipped with a minimum 64-gallon propane tank with a skid shield.
- 24.3 Indicated devices shall be gauge type, not "tell tale" lights and include the following:
  - 24.3.1 Voltmeter
  - 24.3.2 Oil Pressure Gauge
  - 24.3.3 Engine Temperature Gauge
  - 24.3.4 Fuel Tank Level Gauge
  - 24.3.5 Speedometer with Odometer
- 24.4 The vehicle is to be equipped with a Pre-Trip light check switch (if available)
- 24.5 Audible backup alarm to be installed.
- 24.6 Back up sensors, with driver indicator and audible alarm, to be installed in rear bumper to alert the driver when backing toward close objects.
- 24.7 Front OEM bumper to be provided. Rear energy absorbing, black polyurethane-type "Help" bumper to be provided. Bumpers shall be attached to the chassis frame using 1/2" diameter Grade 5 bolts.
- 24.8 Dual horns shall be provided.
- 24.9 Driver's sun visor shall be provided.
- 24.10 Vehicle shall be equipped with 3/16" rubber composite front and rear mud flaps.
- 24.11 A minimum five (5) pound dry powder type fire extinguisher with gauge and hose, U.L. approved, shall be provided securely mounted in a vertical position and easily accessible to the driver inside the vehicle.

- 24.12 A three (3) triangle reflector kit shall be provided and securely mounted in an easily accessible location to the driver.
- 24.13 A standard 16-unit first aid kit and a bodily fluid spill (blood borne pathogens) kit shall be provided.
- 24.14 Vehicle shall be delivered with (one set) of both chassis manufacturer and body manufacturer maintenance manuals and parts manuals including at a minimum engine, transmission, air conditioning, anti-lock brakes, and wheelchair ramp. A complete electrical schematic shall be provided. All diagnostic software will be included.
- 24.15 All brackets and fasteners for attaching front and rear license plates to the vehicle shall be provided. Brackets and fasteners to be corrosion-resistant.
- 24.16 Each vehicle shall contain a complete ADA Signage package.
- 24.17 Vehicle shall be equipped with Tie Tech, Inc. Safe-cut webbing cutter and Evac-Aid evacuation blanket, securely mounted in a location easily accessible to the driver.
- 24.18 Vehicle shall be equipped with a AM/FM stereo, public address amplifier, and hand held microphone. Five (5) speakers shall be included, two (2) front and two (2) rear, in the face of the ceiling end closures and one (1) on the exterior of the bus by the passenger entrance door.
- 24.19 Vehicle shall be equipped with two (2) US DOT approved rubber wheel chocks.
- 24.20 Vehicle shall be equipped with front, side and rear Luminator Horizon LED destination signs. Front destination sign shall be located in body above windshield, side destination sign shall be located in passenger curbside window behind wheelchair lift door and the rear should be mounted on high on the curbside
- 24.21 Vehicle shall be equipped with a storage compartment above the driver door. Compartment shall be at minimum 400 cubic inches.
- 24.22 Driver side running board to be included for entering the bus.
- 24.23 Vendor shall furnish, installed, Radio Engineering Industries (REI) recording system supplied by REI, 6534 L Street, Omaha, NE 68117. Please

contact REI for best camera millimeter lenses. **Please contact MTA for exact placement of the cameras.**

24.23.1 DVR, HD5-600 6 Channel w/ WI-FI/GPS Module

24.23.2 HD5 Series Hard Drive 2TB

24.23.3 Six color cameras shall be provided at locations to be specified by MTA, including front ceiling facing rear, behind driver facing doorway, right of doorway facing driver, facing out front windshield. Two of the six color cameras shall be installed on the exterior sides of the bus, one camera on each side, facing the rear.

24.23.4 Suggested Camera Types:

Windshield Mount IP Camera

Side Camera 6.0mm Left Side (Driver) Backward

Side Camera 6.0mm Right Side (Driver) Backward

IP Mini-Dome Camera HFOV

Bus-watch harness, alarm/panic

Harness, DVR vehicle sensors

Wi-Fi MIMO + GPS, Antenna with 20' Cable(s) Kit

24.24 Bus stop buttons on every seat stanchion OR pull-cord on both sides of the bus in passenger area. Add stop button on flip-up seats for wheelchair passenger convenience. Touch tape will not be accepted.

24.25 Bike rack attached at the front of the bus with a capacity for two (2) bikes, shall be stainless steel with black powder coat.

24.26 The vehicle is to be equipped with cruise control.

## **25. Quality Assurance and Delivery**

25.1 The Contractor shall assume all responsibility for quality of all components and equipment supplied on these vehicles.

25.2 MTA shall have the right to inspect the vehicles during production and final assembly, prior to delivery.

25.3 Each vehicle shall be delivered with a weight ticket showing the vehicle's gross weight after installation of all components and vehicle is ready for delivery.

- 25.4 MTA will carry out a thorough inspection upon delivery prior to acceptance of the vehicles and may refuse delivery should defects be found.
- 25.5 MTA will conduct a water leak test on all windows and doors, both OEM and those altered or placed on the vehicle during conversion, as part of its acceptance testing.
- 25.6 Vendor shall include as part of the proposal a detailed description of the warranty provision covering the proposed vehicle and necessary equipment. The location of the provider of warranty repairs shall be listed for each warranted item.
- 25.7 Should warranty repair be necessary, the contractor must pick up the vehicle and deliver it when the work is complete. No shipping shall be charged to MTA for parts related to warranty work.

**26. Warranty**

26.1 Warranty shall be as follows (minimum)

- 26.1.1 Chassis ..... 3 Year/36,000 Miles
- 26.1.2 Body ..... 5 Year/100,000 Miles
- 26.1.3 Corrosion - Body Structure .....7 Year/Unlimited

Diagram A

12 Ambulatory Passengers and 2 Wheelchair Positions

To be supplied by Bidder

**EXHIBIT 1-1**

**MTA  
RFP 22-03  
BID FORM**

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FOR: (1) LOW FLOOR CUTAWAY VEHICLE

TO: MTA  
110 Elm Street  
Manchester, New Hampshire 03101  
(603) 623-8801  
(603) 626-4512 Fax

The undersigned hereby offers to furnish one low floor cutaway buses at the prices quoted below in conformance with the terms, conditions, and specifications received from MTA which have been carefully examined and which are incorporated by reference herein. The prices quoted are exclusive of all federal, state and local taxes. The prices quoted include all costs / charges for delivery to MTA's specified location, processing costs, overhead, and any other government charges which are now or may be subsequently imposed on items to be supplied, and any other charges / costs associated in the furnishing of the items to be supplied. All prices quoted SHALL BE FIRM / FIXED.

PLEASE PROOF READ YOUR BID CAREFULLY!

ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

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COMPANY

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Print Name Of Auth. Rep.

Auth. Rep. Signature

**EXHIBIT 1-2**

**MTA  
SUPPLEMENTAL INFORMATION REQUIRED OF BIDDERS  
RFP No. 22-03 (1) One Low Floor Cutaway Bus**

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**Warranty – Body Structure (including rust):** \_\_\_\_\_

**Warranty – Body Components:** \_\_\_\_\_

**Warranty – Engine:** \_\_\_\_\_

**Warranty – Transmission:** \_\_\_\_\_

**Warranty - Axles:** \_\_\_\_\_

**Location for Engine / Transmission Warranty Repair:**

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

**Location for Body Warranty Repair:**

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

**EXHIBIT 1-3**

**MTA  
REQUESTS FOR APPROVAL OR EXCEPTION**

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

---

MANUFACTURER: \_\_\_\_\_

SECTION: \_\_\_\_\_ PAGE: \_\_\_\_\_

BIDDER'S REQUEST:

RESPONSE:

APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

COMMENTS:

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**EXHIBIT 1-4**

**AMENDMENT PAGE**

The undersigned acknowledges receipt of the following amendments to the Documents.

(Give Number and date of each):

Amendment No. \_\_\_\_\_

Dated \_\_\_\_\_

Amendment No. \_\_\_\_\_

Dated \_\_\_\_\_

Amendment No. \_\_\_\_\_

Dated \_\_\_\_\_

Amendment No. \_\_\_\_\_

Dated \_\_\_\_\_

Amendment No. \_\_\_\_\_

Dated \_\_\_\_\_

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the Invitation, which will require rejection of bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title