PARTICIPATING ADDENDUM BETWEEN
BROWARD COUNTY AND NEW FLYER OF AMERICA INC.
PURSUANT TO CONTRACT NO. P-23-030
FOR PURCHASE OF HEAVY-DUTY BUSES

This Participating Addendum ("Addendum") is between Broward County, a political subdivision of the State of Florida ("County" or "Purchaser"), and New Flyer of America Inc., a North Dakota corporation registered to do business in the State of Florida ("Contractor" or "Supplier") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. On or about January 22, 2025, the Jacksonville Transportation Authority, a public body corporate and politic of the State of Florida, (the "Authority" or the "JTA"), entered into a Master Agreement with Contractor for the purchase of heavy-duty buses under Contract No. P23-030 (the "Master Agreement"), attached as Exhibit A. The Master Agreement was competitively procured and includes provisions that permit other governmental entities to purchase goods and services directly under its terms or through participating addenda.

B. The Broward County Procurement Code authorizes County to purchase goods or services under any procurement contract held by another governmental entity that was competitively procured and County anticipates purchasing heavy-duty buses, training services, and spare parts under the same terms and conditions as those set forth in the Master Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

Except as expressly provided in this Addendum, all defined terms in the Master Agreement shall have the meanings set forth therein when used in this Addendum. In addition, the following terms have the stated meanings:

1.1. **Contract Administrator** means County's Transportation Department Director, County's Transportation Department Assistant General Manager of Operations, or such other individual designated in writing by the same. This definition supersedes any comparable administrative or contract management role defined in the Master Agreement with respect to purchases made by County under this Addendum.

1.2. **Purchaser** or **Ordering Agency** means County for purposes of this Addendum and for all transactions between County and Contractor pursuant to the Master Agreement. For clarity, as it relates to the relationship between County and Contractor pursuant to this Addendum, all references to "Purchaser," "Ordering Agency," "Agency," or any reference that is intended in context to refer to the purchasing entity shall be deemed to

refer to Broward County, a political subdivision of the State of Florida (or, as applicable, to the respective Broward County entity or agency).

2. INCORPORATION OF EXHIBITS

The following exhibits are attached hereto and incorporated herein by reference:

- **Exhibit A:** Contract No. P-23-030, Heavy Duty Buses (State of Florida)
- **Exhibit B:** Request for Proposals for Heavy Duty Buses
- **Exhibit C**: Contractor Pricing Sheet
- **Exhibit D:** Supplemental Federal Transit Authority Addendum
- **Exhibit E:** Certificate of Insurance Requirements

All Exhibits referenced herein are attached hereto and made a part of this Addendum as if fully set forth herein.

3. ADDITIONAL TERMS

3.1. Purchase and Provision of Goods and Services. Contractor agrees to provide County with heavy-duty buses, training services, and spare parts for purchase on the same terms and conditions set forth in the Master Agreement (collectively, "Goods and Services"), as modified by this Addendum. County may, from time-to-time, order Goods and Services in accordance with the ordering procedures of the Master Agreement, as modified by this Addendum.

3.2. Term. This Addendum shall be effective upon complete execution of this Addendum (the "Effective Date") and shall remain in effect for four (4) years after the Effective Date (the "Term"), unless terminated earlier in accordance with this Addendum. Notwithstanding the foregoing, if the Master Agreement is terminated or expires, the Parties may continue to perform and order Goods and Services under this Addendum, provided that such orders are permitted by the terms of the Master Agreement, comply with applicable law, and remain subject to annual appropriation and budget by County.

3.3. Maximum Amounts. County may procure Goods and Services under this Addendum during the Term up to the maximum amount not-to-exceed Eighty Five Million Dollars ($85,000,000).

3.4. Warranty; Liquidated Damages; Bond. Contractor's warranties to County for purchases of Goods and Services made pursuant to this Addendum shall be the same as those stated in Exhibit G of the Master Agreement.

For any order placed by County under this Addendum, Contractor shall be directly liable to County for any warranty reimbursements, credits, allowances, liquidated damages, rebates, or other amounts owed under the Master Agreement or this Addendum (including but not limited to repayment of any administrative or lead agency fees or charges paid by County in connection with

the affected order). Contractor shall pay such amounts directly to County in an amount sufficient to make County whole for the loss, delay, or non-conformance by Contractor that gave rise to the payment obligation.

3.5. Insurance. Contractor shall, at all times, maintain the insurance required under the Master Agreement and, in addition, shall at all times maintain the coverage evidenced in Exhibit E. The requirements of Exhibit E are in addition to, and shall not be construed to limit, reduce, or replace, any insurance obligations set forth in the Master Agreement. All such insurance shall name Broward County as an additional insured, on a primary and non-contributory basis, to the full extent of the coverage provided.

3.6. Federal Transit Administration (FTA) Requirements. Purchases made by County pursuant to this Addendum may come from (or be subject to reimbursement) funds made available to County by the FTA. Accordingly, as to its relationship with County and purchases made under this Addendum, Contractor shall comply with all FTA-required clauses and conditions set forth in the Master Agreement as well as any updated or supplemental FTA-required clauses that are applicable to purchases made by County as identified in Exhibit D to this Addendum. The provisions of Exhibit D shall be construed to supplement, and not to limit, the FTA provisions of the Master Agreement, and Contractor shall comply with the most current applicable requirement in the event of any overlap or inconsistency.

3.7. Florida Statutory Required Provisions. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by Broward County. Contractor warrants and represents the following: it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes; it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes; it is not, and for the duration of the Agreement will not be, ineligible to contract with Contractor on any of the grounds stated in Section 287.135, Florida Statutes; it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes; it has registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes; it is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; it is not organized under the laws of and does not have its principal place of business in, a foreign country of concern; and it does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. By signature below, Contractor by its duly authorized representative declares the foregoing under penalty of perjury in compliance with Section 287.138(4), Florida Statutes.

3.8. Order of Precedence. In the event of any conflict or ambiguity between this Addendum and the Master Agreement, the Parties agree that, to the extent allowable by Applicable Law, the terms of this Addendum shall control, followed by the Master Agreement. This Addendum, together with the Master Agreement, includes all prior negotiations, correspondence,

conversations, agreements, and understandings applicable to the relationship between County and Contractor as described contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Addendum that are not contained or incorporated herein. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.9. Public Records. Notwithstanding any other provision in this Addendum, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Addendum. To the extent applicable, the provisions of Section 119.0701, Florida Statutes, are incorporated as if fully restated herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8842, TRANSITRECORDS@BROWARD.ORG, 1 NORTH UNIVERSITY DR., SUITE 3100A, PLANTATION, FLORIDA 33324.

3.10. Notices. In order for a notice to a Party to be effective under this Addendum, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:
Broward County Purchasing Division
Attn: Robert Gleason, Director
115 S. Andrews Ave., Suite 212
Fort Lauderdale, Florida 33301
Email address: rgleason@broward.org

NOTICE TO CONTRACTOR:
New Flyer of America, Inc.
Attn: Jeff Langelier, Business Segment Director
6200 Glenn Carlson Drive
St. Cloud, MN 56301
Email address: Jeff_Langelier@NewFlyer.com

With a copy to:
Jacksonville Transportation Authority
Procurement Department

100 La Villa Center Drive
Jacksonville, Florida 32204
Email address: procurement@jtafla.com

3.11. Law, Jurisdiction, Venue, Waiver of Jury Trial. Purchases made under this Addendum, and the relationship between Contractor and County, shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit between the Parties arising from, related to, or in connection with this Addendum shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Addendum must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS ADDENDUM.**

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board act i on on the _____ day of _____, 2026; and Contractor, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: _____
Mayor

____ day of _____, 2026

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____ Digitally signed by McKillop Erlandson Date: 2026.04.20 13:41:22 -04'00'
McKillop B. Erlandson (Date)
Assistant County Attorney

By_____ Douglas Gonzales Digitally signed by Douglas Gonzales Date: 2026.04.20 13:50:49 -04'00'
Douglas R. Gonzales (Date)
Sr. Assistant County Attorney

MBE/drg
Participating Addendum
2/26/2025
#1183275.1

PARTICIPATING ADDENDUM BETWEEN
BROWARD COUNTY AND NEW FLYER OF AMERICA INC.
PURSUANT TO CONTRACT NO. P-23-030
FOR PURCHASE OF HEAVY-DUTY BUSES

CONTRACTOR

NEW FLYER OF AMERICA INC.

By: _____ Authorized Signer

Jennifer McNeill - Vice President, Sales and Marketing
Print Name and Title

14 day of April, 2026

EXHIBIT A:
CONTRACT NO. P-23-030, HEAVY DUTY BUSES (STATE OF FLORIDA)

CONTRACT BETWEEN
JACKSONVILLE TRANSPORTATION AUTHORITY
AND
NEW FLYER OF AMERICA INC

THIS CONTRACT is made this 22nd day of January 2025, by and between the **JACKSONVILLE TRANSPORTATION AUTHORITY** (the "Authority" or the "JTA"), a public body corporate and politic whose principal business address in 100 LaVilla Center Drive, Jacksonville, FL 32204 and **NEW FLYER OF AMERICA INC** (the "Supplier"), a Minnesota Corporation whose principal business address is 6200 Glenn Carlson Drive, St. Cloud, MN 56301. The Authority and the Supplier may hereinafter be referred to individually as a "Party" or collectively as the "Parties"

W I T N E S S E T H

WHEREAS, the Authority has publicly advertised the Request for Proposals, RFP P-23-030 (as amended, the "RFP" or the "Solicitation") and the entire Solicitation package is incorporated herein; and

WHEREAS, the Supplier has prepared and submitted its Proposal, dated May 17, 2024 (the "Proposal"), which is incorporated herein; and

WHEREAS, the Authority has selected the Supplier, in accordance with all applicable laws, to provide the specific scope of work, services, and goods (and all other items necessary, proper for or incidental thereto) that are described in the Technical Specifications ("**Exhibit B**") and approved equals and deviations and made a part hereof, on the terms herein contained; and

WHEREAS, the Supplier hereby represents and warrants to the Authority that the Supplier is a legal entity organized under the laws of the State of Minnesota, is authorized to conduct business in the State of Florida, has taken all entity action necessary with respect to the execution and delivery of its obligations under this Contract and the officer of the Supplier who has executed and delivered this Contract is duly authorized with respect thereto; and

WHEREAS, the Supplier hereby represents and warrants to the Authority that the Supplier is qualified and responsible regarding the goods and/or services to be provided hereunder, that all Supplier's licenses required and regulated by the Florida Department of Business and Professional Regulation are active and current, that each of the officers, employees, and agents of the Supplier who will perform services in connection with this Contract on behalf of the Supplier meet the conditions of this clause, and that all individuals performing services are properly licensed when required by law;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Supplier do hereby agree as follows:

I. Scope of Work

1. The Supplier hereby agrees to provide the scope of work, perform the services, and furnish the goods and materials (and provide all other items necessary, proper for, or incidental thereto) that are set forth in the Solicitation and **"Exhibit C." and approved equals and deviations** Throughout this Contract, all references to the term "work" include all requirements of the specifications, regardless of whether it involves the provision of goods or services or both.

2. Performance of Services. All of the services shall be performed by the Supplier and its authorized subSuppliers as identified by the Supplier in the Schedule of Subsuppliers/SubSuppliers Form. Notwithstanding the use of one or more subSuppliers by the Supplier, the Supplier acknowledges and agrees that all of the services performed and to be performed hereunder shall be the sole responsibility of the Supplier, and Supplier hereby agrees that it warrants all such work as if such work had been performed directly by the Supplier.

3. Order of Precedence. All of the terms and conditions of the Solicitation are hereby incorporated herein in full. In the event of a conflict between the terms of any of the following, , the following order of precedence shall govern: (1) Exhibit 'A" of the Solicitation that contains the required clauses for federally- assisted contracts, when applicable; (2) properly authorized written Contract Amendments; (3) properly authorized Purchase Orders; (4) this Contract which captures the proposal deviations and approved equals; (5) the Specifications; (6) Special Conditions; (7) the Solicitation Addenda, if any; and (8) the Solicitation. As between the drawings and other specifications, the drawings take precedence over other specifications as to quantity and location and the specifications take precedence over drawings as to quality of materials and workmanship.

4. Review of Work. Any review of the work by the Authority, its other suppliers, or its partner agencies, including the City of Jacksonville, Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA), is for the sole benefit of the Authority. No such review, acceptance, or approval to proceed to the next level of service, nor the payment of any invoice (including the last invoice, release of retainage, or acceptance of final reports or plans and specifications) shall be deemed to constitute: (1) detailed review or checking of design, details, or accuracy of the Supplier's work; (2) a professional approval by the Authority; or (3) a release of the Supplier from any of its obligations and responsibilities for the accuracy of the plans and specifications. The Authority's review, approval, acceptance of, or payment for any of the services under this Contract shall not constitute a waiver of any of the Authority's rights under this Contract or any cause of action it may have arising out of this Contract.

5. Contract Amendment(s). If any modification to the Contract or a Purchase Order is required, the Parties shall execute an Amendment before the Supplier begins

performing any additional or changed tasks associated therewith. Reference herein to the Contract includes all Amendments, if any. The Supplier will only be entitled to adjustments to compensation and/or contract time if such adjustments are included in an Amendment. When possible, all Amendments shall be based upon the previously agreed-to hourly rates or unit costs. In the event that the Supplier and the Authority are not able to reach an agreement as to the amount of compensation to be paid to the Supplier for supplemental or reduced work desired by the Authority, the Supplier shall continue to proceed with the supplemental or reduced work in a timely manner for the amount determined by the Authority to be reasonable. In such event, the Supplier will have the right to submit the dispute to the Vice President of Administration for resolution in accordance with the Disputes Section 9 Paragraph 5 below; however, in no event will the resolution of the dispute through the courts or otherwise, relieve the Supplier from the obligation to timely perform the supplemental work. Notwithstanding the foregoing, the Authority has the right to terminate the Contract if the Parties fail to reach an agreement on an Amendment.

6. Standard of Care and Quality of Goods. The Supplier shall perform (and cause all subSuppliers to perform) all services in a manner that is consistent with the level of reasonable care, skill, judgment, and ability provided by others providing a similar type of service in the same geographic area. The standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Contract, or any document incorporated or referenced herein, including the Solicitation. Unless otherwise expressly allowed by the specifications, all items furnished by the Supplier in connection with the work performed hereunder must be completely new and free from defects.

7. Personnel. All of the personnel assigned by the Supplier and all subSuppliers shall be qualified and authorized under state and local laws to perform the applicable services, whether by appropriate license, registration, certification, or other authorization. The Supplier shall not change its assigned Project management staff, delete any of the identified subSuppliers, or engage additional companies as subSuppliers hereunder, without prior written approval of the Authority. Nothing herein shall affect the status or responsibilities of the Supplier as an independent Supplier solely responsible for the method, manner, and means chosen by it to perform hereunder.

8. Schedule(s). The Supplier agrees that time is of the essence for the performance of each of the Supplier's obligations hereunder. The Supplier shall complete the work in accordance with the schedule set forth in the Contract and provide schedule progress reports, if applicable, in a format acceptable to the Authority and at intervals established by the Authority. The Authority will be entitled at all times to be advised, at its request, as to the status of work being performed by the Supplier and of the details thereof. Either Party may request and be granted a conference. If, at any time prior to completion of the work, the Supplier determines that the work is not progressing according to the schedule, the Supplier shall immediately notify the Authority in writing and shall provide a description of the cause of the delay, the effect on the schedule, and the recommended action to meet the schedule. An

extension of time for performance shall be the Supplier's sole and exclusive remedy for any delay of any kind or nature caused by the Authority.

9. Corrections and Clarifications. Upon request by the Authority, the Supplier shall promptly make any revisions or corrections that resulted from any error and/or omission by the Supplier or subSuppliers, and shall clarify any ambiguities, without additional compensation. Acceptance of the work by the Authority shall not relieve the Supplier of the responsibility for subsequent corrections and clarifications. At any time during any phase of work for which the Supplier or any of its subSuppliers has performed services for the Authority, or during any phase of work performed by others, based on data furnished by the Supplier to the Authority, the Supplier shall confer with the Authority for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Supplier or its subSuppliers. The Supplier shall perform all services necessary to correct it's or its subSuppliers errors and/or omissions without additional compensation, even though final payment may have been received, therefore. If any work or service contains an error, omission, deficiency, or mistake, the Authority may back-charge against the Supplier all reasonable costs incurred in identifying, documenting, and remedying any such error, omission, deficiency, or mistake. Such back-charge amounts may be deducted from any payment(s) due the Supplier. If the payment(s) due the Supplier are not sufficient to cover such amount(s), the Supplier shall pay the difference to the Authority. The Supplier shall be liable, and shall reimburse the Authority, for any and all expenses incurred by the Authority, above those that would normally be experienced if the Supplier's or its subSuppliers' errors and/or omissions had not occurred.

II. Compensation, Invoices, and Terms of Payment

a. Compensation under this Contract shall be based on the total cost of all requirements which will be based on Fixed Unit Prices for the total bus and its related components. The Authority shall be provided with a pricing sheet at the time of order that shall follow the requirements of the contract.

b. The Supplier shall hold all pricing referenced in "Exhibit F" for One Hundred Eighty (180) day from the effective date of the contract. After the 180 day period, all prices shall be subject to the US Bureau of Labor Statistics Producer Price Index (PPI) Series ID: WPU1413 Truck and bus Bodies and will be capped at Eight percent (8%) per year. Price quotes will be valid for ninety (90) days. The JTA may request price justification for escalation or de-escalation of contract prices.

c. The Supplier shall deliver invoices to the Authority within One (1) week of bus delivery in detail sufficient for a proper pre-audit and post-audit thereof. A written progress report, in format and detail approved by the JTA Project Manager, shall accompany each invoice. New Flyer will invoice each bus separately within One (1) week of leaving the New Flyer manufacturing plant for delivery to the Ordering Agency. Documents that are required for registering the buses are included with the invoice such as the weight slip and the MSO

(manufacturers Statement of Origin). The MSO document is approved in all 50 states for registering buses and has successfully been used by Florida Transit Agencies during the previous State of Florida contract to register buses.

d. Within Fifteen (15) days after arrival at the designated point of delivery, each coach shall undergo the Ordering Agency tests. If the coach passes these tests, acceptance of the coach by the Agency occurs on the Fifteenth (15^{th}) day after delivery. Acceptance may occur earlier if the Agency notifies the Supplier of early acceptance or places the coach in revenue service. If the coach fails these tests, New Flyer requests a letter of discrepancies for resolution be issued by the Fifteenth (15^{th}) day after delivery.

e. DELIVERY AND ACCEPTANCE: Delivery and Acceptance shall be defined as a bus delivered to the designated Ordering Agency's location, a Post-Delivery Inspection (PDI) has been performed and completed by an authorized NEW FLYER representative, and the bus is assessed to be in conformance as defined by the Customer Meeting notes for that bus and all deficiencies have corrected. Should a bus be put into revenue service, it will be deemed accepted by the Ordering Agency effective on the in-service date. Within fifteen (15) calendar days after delivery of the goods to the Authority, the Authority shall conduct acceptance tests on the goods. The acceptance tests to be conducted by the Authority, and the criteria and standards in respect of such tests, shall be agreed upon by the Authority and the Supplier prior to the Supplier building the goods. If a good passes these tests or if the Authority does not notify the Supplier of non-acceptance within 15 calendar days after delivery of the good, acceptance of the good by the Authority shall be deemed to have occurred on the 15th day after delivery. Acceptance shall occur earlier if the Authority notifies the Supplier of early acceptance or places the goods into revenue service.

f. CONDITIONAL ACCEPTANCE: Ordering Agencies may conditionally accept a bus subject to the correction of minor deficiencies within the scope of the Customer Meeting notes and withhold 2% of the full payment value until such deficiencies are corrected. Conditionally accepted buses may be put into revenue service.

g. RISK OF LOSS: The Authority shall assume risk of loss of the goods on delivery. The Authority will inspect the delivered goods at their delivery location for any damage that may have occurred during the delivery of the goods. Prior to delivery, the Supplier shall have risk of loss of the goods.

h. TITLE: Title to the goods shall be passed to the Authority upon acceptance of the goods by the Authority.

i. PRICE ADJUSTMENTS DUE TO NEW REGULATIONS: Notwithstanding anything else to the contrary contained herein, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the tender submission, such price adjustment shall be negotiated in good faith by the Authority and the successful bidder.

j. PAYMENT TERMS: Notwithstanding customized alternative progress payments between the contractor and the Ordering Agency, payment of each unit shall be paid as follows:

   i. Standard Payment Process
      1. Payment terms are Net 30 upon delivery and acceptance

   ii. Alternative Progress Payment Schedule - Standard
      1. 75% of bus price due at propulsion installation, remaining 25% of bus price due at bus acceptance
      2. Acceptance is within 15 days of delivery

k. OVERDUE PAYMENTS Pursuant to the Prompt Payment Act, any payments not received within the payment timeframe above, may be subject to a one and a half percent (1.5%) per month penalty on any bus that does not comply with the Payment Terms above.

l. The Supplier agrees to comply with Pre-Award and Post-Delivery Audits 49 USC § 5323(1) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications: 1.) Buy America requirements: The Supplier shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the recommended Proposer certifies compliance with Buy America, it shall submit documentation that lists (1) component and subcomponent Parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (22) 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. 2). Solicitation specification requirements: The Supplier shall submit evidence that it will be capable of meeting the bid specifications. 3.) Federal Motor Vehicle Safety standards (FMVSS): The Supplier shall submit (1) manufacturer's FMVSS self-certification, Federal Motor Vehicle Safety Standards, that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

m. All invoices shall reflect the applicable Proposal prices and shall show details of the computation of the amount requested in a form satisfactory to the Authority. Invoices shall be as needed depending on the purchase of the buses which is not currently scheduled unless the invoice is for the final payment of a work, is a final Purchase Order, or is the fiscal year-end invoice. To assist the Authority with

annual financial close-out, the Supplier shall also submit an end-of-the-fiscal-year invoice not later than October 10 of each year for all unbilled services, fees, and costs performed through September 30 of that calendar year.

n. Invoicing for any travel expenses, when authorized by the terms of this Contract and by the Authority's Project Manager, will be in accordance with Section 112.061, Florida Statutes.

o. The Supplier shall provide the Authority with Certificates of Origin for any and all steel, iron, and/or manufactured goods delivered or utilized by the Supplier in any work or Project contemplated herein, regardless of the individual value of such steel, iron, and/or manufactured goods, when the overall Contract value meets or exceeds Fifty Thousand dollars ($50,000). The Supplier shall also provide separate Certificates of Origin for each component part contained in any and all manufactured goods delivered or utilized by the Supplier in any work or Project under this Contract. Certificates of Origin must accompany all related invoices that the Supplier submits to the Authority for payment. If the Supplier fails to submit required Certificates of Origin with its invoices, the Authority may withhold payments due the Supplier until the Supplier has complied therewith.

p. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Contract will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent federal and state regulations, as applicable, with the understanding that there is no conflict between state regulations and federal regulations in that the more restrictive of the applicable regulations will govern.

q. Records of costs incurred under the terms of this Contract shall be maintained by the Supplier and upon written request, made available to the Authority at all times during the period of this Contract and for five (5) years after final payment is made for the work pursuant to this Contract. Copies of these documents and records shall be furnished to the Authority upon request and signage of a non-disclosure agreement between the parties.

r. Records of costs incurred will include: (1) the Supplier's general accounting records and Project records; (2) supporting documents and records of the Supplier and all subSuppliers within the scope of this Contract; and (3) all other records related to the Contract that are considered necessary by the Authority for a proper audit of costs.

s. The Authority will have the right to retain, out of any payment due the Supplier under this Contract, an amount sufficient to satisfy any amount due and owing to the Authority by the Supplier on this Contract or any other agreement between the Supplier and the Authority. The Authority may withhold payment on any invoice in accordance with the Liquidated Damages provision, if any, or if none, the

Authority may withhold the amount of its actual damages when the Supplier is in default under any provision of this Contract, or when the Authority determines that the schedule cannot be met, and an extension of time is not warranted. The Authority may also withhold payment when payment from the Supplier is due in connection with indemnification or any other agreement between the Supplier and the Authority. This right to withhold payments will continue until such time as the Authority has been made whole.

t. All invoices requesting payment for subSupplier services, supplier's services, reimbursable items, or expense items, must have copies of actual invoices or receipts attached which support the amounts invoiced, in such form and with such supporting detail as the Authority may require.

u. The Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the subSuppliers, and in accordance with the Supplier's written request, to pay a specific amount directly to a subSupplier. In such event, the Supplier agrees that any such payments shall be treated as a direct payment to the Supplier's account.

v. The Authority shall make payments to the Supplier based upon the approved invoices and supporting documentation and deliverables within thirty (30) days of the receipt by the Authority of a complete invoice All invoices shall be sent to the attention of the Accounts Payable Office at accountspayable@jtafla.com.

w. and shall include back-up documentation as required by the Authority, including the applicable Supplier Request for Payment Form ("Exhibit C"). Invoice payment requirements do not start until a properly completed invoice is provided to the Authority. If an invoice is not approved, in whole or in part, the Authority will inform the Supplier of the issue and Supplier will not be paid until the issue has been resolved to the satisfaction of the Authority.

x. Prompt Payment Discounts. Discounts for early payment may be offered either in the original Proposal or on individual invoices submitted under the Contract. Discounts that are included in the Proposal become a part of the Contract and are binding on the Supplier for all invoices submitted under the Contract.

y. All compensation for services under a particular work or Purchase Order is subject to and contingent upon the availability of the federal, state, and/or local funding source that is applicable to the work or Purchase Order.

z. The acceptance of final payment by the Supplier shall be a full release from the Authority and its members, officers, agents, and employees for any and all claims arising out of or relating to this Contract. The Supplier hereby waives all indirect, incidental, special, and consequential damages in any proceeding arising out of or relating to this Contract.

III. Ownership of Documents and Inspection of Work

1. All "subject data", including specifications, technical data, records and reports, engineering drawings (including shop drawings and working drawings), manuals and instruction materials and computer or microprocessor software that is delivered or specified to be delivered under the Contract shall remain the property of the Supplier; provided however, the Authority shall have a royalty-free, non-exclusive, non-transferable and irrevocable license to use such subject data only for the purposes of operating and maintaining the goods. The Authority will have the right to visit the Supplier's site for inspection of the Supplier's work at any time during reasonable work hours. In addition to the inspection and audit rights set forth herein, the Authority, its agents, and employees may perform inspections of the work at any reasonable time and at any stage of production. Such inspection or failure to inspect on any occasion shall not affect the Authority's rights, or the Supplier's obligations, under warranty or other provisions of this Contract, nor shall such inspection be deemed acceptance of services.

IV. Term of Contract and Termination

1. This Contract shall commence upon execution by the Authority and shall be effective for the following Five (5) years.

2. The Authority may terminate this Contract, in whole or in part, by delivering to the Supplier a written Notice of Termination. The Authority may terminate the Contract for its convenience or for failure of the Supplier to fulfill any of its obligations hereunder, including without limitation, the Supplier's failure to complete work within the required time or the Supplier's failure to diligently proceed with the work to the satisfaction of the Authority. The Supplier shall have the opportunity to affecta remedy within fifteen (15) days of the Notice of Termination. Upon the Supplier's receipt of a written Notice of Termination from the Authority, the Supplier shall: (1) immediately stop all further work unless otherwise directed in writing by the Authority as no compensation shall be paid for any work performed after receipt of such notice (provided however that expense of a nature which cannot be immediately terminated shall be reimbursed at the minimum amount which may reasonably be arranged for such termination, if the Authority concurs); and (2) deliver to the Authority's Project Manager copies of all data, drawings, specifications, reports, estimates, summaries, and other information and materials prepared while performing this Contract, whether completed or in process, in both paper and electronic formats acceptable to the Authority. In addition, if the Supplier has possession of Authority goods, it shall immediately provide the Authority with an accounting of same and protect and preserve those goods until surrendered to the Authority or its agent(s) or otherwise disposed of as directed by the Authority.

3. These termination provisions shall be made a part of all subcontracts under this Contract.

4. In the event of contract termination for material default by the Supplier After the effective date of the Notice of Termination, the Authority will only pay for work/services already performed and goods already delivered and accepted in accordance with the terms of the Contract. At the discretion of the Authority, the Authority may make an equitable adjustment to the compensation due to the Supplier, but under no circumstances shall the Supplier be entitled to payment for any anticipatory profit, for work/services not yet performed, or for goods not accepted by the Authority. In the event of contract termination for convenience the Supplier shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.

5. The Supplier's obligations to the Authority that arise from the Supplier's improper acts or omissions shall survive the termination of this Contract.

6. In the event that termination is due to default or breach by the Supplier, the Authority may take over and complete the work. In such case, the Supplier shall be liable to the Authority for any additional cost occasioned thereby.

7. Should the Supplier: (1) fail to comply with any federal, state, or local law or regulation, including FTA circular 4220.1F as revised, and 49 CFR Part 18, if applicable; (2) fail to comply with any condition of this Contract; or (3) fail to complete the required work or furnish the required materials within the time required, the Authority reserves the right to purchase in the open market, or to take over and complete, the required item/work at the expense of the Supplier without waiving any right against the Supplier or its Surety, if any.

8. If the total value of the Contract exceeds one million dollars ($1,000,000.00), the Authority may terminate the Contract if the Authority determines that the Supplier: submitted a false certification required by Florida Statutes § 287.135; (2) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (3) has been engaged in business operations in Syria.

9. For the purposes of this Contract, an event of insolvency with respect to either Party hereto shall be deemed to be a default under this Contract by such Party. The term "event of insolvency" shall mean any of the following:

   A. The insolvency;
   B. The making of a general assignment for the benefit of creditors, the appointment of a receiver for the business or assets of such entity, or the application for the appointment of a receiver therefore;
   C. The filing of a petition by or on behalf of, or against such person or business in any bankruptcy court or under any bankruptcy or insolvency law; or
   D. The dissolution, liquidation or winding up of business.

V. Records and Audit

1. The Supplier agrees to maintain appropriate records with respect to work performed and other items reimbursable hereunder, and such records shall be supported by payrolls, invoices, vouchers, and other documents evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, and other documents pertaining in whole or in part to the work shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents not related to the work.

2. The Supplier shall provide access to records and reports in accordance with the following which are incorporated herein by reference: 49 U.S.C. 5325, 49 CFR 18.36(i), and 49 CFR 633.17, as applicable.

3. The Supplier shall permit the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies to inspect and audit all technical and economic Project data and records of the Supplier relating to its performance and its subcontracts under this Contract from the date of Contract through and until the expiration of five (5) years after completion or termination of the Contract, except in the event of litigation or settlement of claims arising from performance of this Contract, in which case the Supplier agrees to maintain same until all said and affected agencies and their authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto.

4. The Supplier shall provide, upon receipt of reasonable notice, free access to its books and records by the proper officers and representatives of the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies during reasonable business hours. Further, the said agencies and their authorized representatives shall have the right, pursuant to an inspection, to review, audit, reproduce, or copy excerpts and transcriptions therefrom as necessary, and to inspect all work data, documents, proceedings, and activities related to this Contract. The Supplier shall include provisions similar to this Paragraph in all subcontracts which it awards, including, but not limited to, the additional provisions of allowing the Supplier, the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies equal access to subSuppliers' books and records.

5. The Authority and its representatives and agents agree to enter into a confidentiality agreement with the Supplier prior to commencing an audit, review or analysis in order to protect and maintain the confidentiality of the Supplier's information.

VI. Conflict of Interest

1. The Supplier shall not promise any employee of the Authority, whose duties include matters relating to or affecting the subject matter of this Contract, compensation of any kind or nature from the Supplier, while such employee is employed by the Authority, or for one (1) year thereafter.

2. The Supplier affirms that it will not take part in any activities that will be a conflict of interest with the Authority or that would appear to compromise the integrity of the Authority. The Supplier shall provide written notice to the Authority immediately upon occurrence or first identification of any potential conflict-of-interest situation.

3. Upon request by the Authority, the Supplier shall execute any Conflict-of-Interest Certification that may be required.

VII. Debarred Proposers

The Supplier has a continuing obligation to inform the Authority whether it is or has been placed on any debarred, suspended, or excluded parties list maintained by the United States Government or the State of Florida. Should the Supplier, including any of its officers or holders of a controlling interest, be included on such a list during the performance of this Contract, the Supplier shall immediately inform the Authority. This obligation must be included in all subcontracts.

VIII. Indemnification

1. To the fullest extent permitted by law, the Supplier shall indemnify and hold harmless the Authority and its Board of Directors, officers, and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Supplier and other persons or entities employed or utilized by Supplier in the performance of this Contract. The provisions of this Paragraph shall survive the termination of this Contract. The indemnification obligation hereunder shall not be limited in any way by amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefits acts, or other employee benefit acts.

2. In the event applicable law renders any provision of this Section unenforceable, then solely to the extent necessary to conform such provision to the requirements of law to remedy such unenforceable matter, such provision is deemed revised so as to be enforceable under law.

3. In addition to the Supplier's indemnification obligation, the Supplier shall be responsible for all liability for loss or damages, and it shall also be responsible for the payment of any fines imposed by any federal, state, or local agency as

a result of the Supplier's actions or failure to act. Supplier shall not be responsible to indemnify, defend, keep and save harmless the agency, its officials, employees and agents against injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses which arise or accrue against the agency solely as the result of intentional or negligent acts on the part of the Ordering agency, its agents, officials or employees.

IX. Disputes, Defaults and Remedies

1. Liquidated Damages. The Parties recognize that it is of utmost importance for the Supplier to complete the Contract within the time specified herein. The Supplier understands and agrees that its failure to complete the Contract within the required time will significantly impact the Authority, and that the impacts, costs, and other damages resulting from that failure are impossible to reasonably quantify in advance. The Supplier therefore agrees as follows: if the Supplier fails to perform the services within the time specified in this Contract, the Supplier shall pay Liquidated Damages to the Authority of one hundred dollars ($100.00) per calendar day of delay. The Authority may withhold all payments due under the Contract until the Supplier's liability for Liquidated Damages has been satisfied in full. The Authority's receipt of payment for Liquidated Damages does not preclude the Authority from pursuing any other rights or remedies available to it under the Contract, in accordance with Article 2 of the Uniform Commercial Code, or otherwise in accordance with Florida law.

2. Upon a breach of any of the obligations of the Supplier or the Authority hereunder, the non-breaching Party shall have all of the rights and remedies provided under law, including, but not limited to the rights and remedies under the Uniform Commercial Code as in effect in the State of Florida, if applicable, as well as those referenced in 49 CFR Part 18 and FTA Circular 4220.1F, as revised. In addition, the non-breaching Party shall have all of the other rights and remedies specifiedelsewhere in this Contract.

3. During any dispute, unless otherwise directed by the Authority, the Supplier shall continue to diligently perform the work while matters in dispute are outstanding, unless a Notice of Termination has been issued by the Authority.

4. Should the Supplier suffer injury or damage to person or property because of any act or omission of the Authority, or any of the Authority's employees, agents, or others for whose acts the Authority is legally liable, a claim for damages therefore shall be made in writing to the Authority within fourteen (14) days after the first observance of such injury or damage. The failure to timely submit a written claim shall result in a waiver the Supplier's claim.

5. Disputes arising in the performance of this Contract shall be decided in writing by the Authority's Vice President of Administration, and the decision rendered

shall be final and conclusive for the Authority.

6. Mandatory Mediation. All disputes arising out of or relating to this Contract shall be subject to mandatory pre-suit mediation under the auspices of a mediator to be selected by the Parties. Mediation must occur before a lawsuit is filed. Discovery prior to the scheduled mediation shall be limited to one (1) request for production of documents and two (2) depositions per Party not exceeding eight (8) hours total time per deposition. Each Party shall equally bear the costs of mediation and shall be solely responsible for its own attorneys' fees and other legal costs prior to and during the mediation process. In the event the case does not settle at mediation, the Parties may re-depose either or both witnesses on non-repetitive matters. The Supplier acknowledges that the Authority may not have present at any such mediation a person or persons authorized to bind the Authority. If the mediation fails to produce a settlement, and the amount in controversy is below seventy-five thousand dollars ($75,000.00), the Parties may agree to submit the dispute to fast-track arbitration with an AAA arbitration panel.

X. Insurance

New Flyer will provide the attached standard Certificate of Liability Insurance and Umbrella Certificate of Liability Insurance in compliance with the requirements of this section. Risk of loss of the bus transfers to the Ordering Agency upon delivery of each bus to the Ordering Agency's receiving facility and confirmed by a signed receipt from the Ordering Agency's designated agent. Any defects or damage noted on this receipt will be the Supplier's responsibility.

General Information and Insurance Requirements

1. Commercial General Liability Insurance

   The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	$1,000,000
Personal & Advertising Injury Limit	$1,000,000
Fire Damage Limit (any one fire)	$ 300,000
Medical Expense Limit (any one person)	$ 10,000
Products & Completed Operations Aggregate Limit	$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property

damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

2. Workers' Compensation And Employer's Liability Insurance

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	$500,000 Each Accident
Bodily Injury By Disease	$500,000 Policy Limit
Bodily Injury By Disease	$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement.

3. Automobile Liability Insurance

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident $1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Supplier/Vendor, insured Sub-Sub-Supplier/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Supplier/Vendor or Sub-Sub-Supplier/Vendor.

4. Excess Liability Insurance

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	$5,000,000
Aggregate Limit	$5,000,000

5. General Conditions

Supplier/Vendor shall require each of his Sub-Supplier/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Supplier/Vendors insurance.

Certificates of Insurance acceptable to Jacksonville Transportation Authority for the Supplier/Vendor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Jacksonville Transportation Authority.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Supplier/Vendor.

Jacksonville Transportation Authority must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Excess Liability policy (ies). A copy of the endorsement(s) must be supplied to Jacksonville Transportation Authority ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if
modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations."
CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Sub-Supplier/Vendors on Your Behalf (CG2294 or CG2295)
CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)
CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)
CGL policy shall include broad form contractual liability coverage for

the Supplier/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Jacksonville Transportation Authority.

All Certificates of Insurance shall be dated and shall show the name of the insured Supplier/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Supplier/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Supplier/Vendor fails to procure, maintain or pay for the required insurance, Jacksonville Transportation Authority shall have the right (but not the obligation) to secure same in the name of and for the account of Supplier/Vendor, in which event, Supplier/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Jacksonville Transportation Authority shall have the right to back- charge Supplier/Vendor for the cost of procuring such insurance. The failure of Jacksonville Transportation Authority to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Supplier/Vendors coverage based on the evidence of insurance provided by the Supplier/Vendor shall not be construed as a waiver by Jacksonville Transportation Authority of Supplier/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Supplier/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage, and limits. The required minimum policy limits set forth shall not be construed as a limitation of Supplier/Vendor's right under any policy with higher limits, and no policy maintained by the Supplier/Vendor shall be construed as limiting the type, quality, or quantity of insurance coverage that Supplier/Vendor should maintain. Supplier/Vendor shall be responsible for determining appropriate inclusions, coverage, and limits, which may be in excess of the minimum

requirements set forth herein.

If the insurance of any Supplier/Vendor or any Sub-Supplier/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Supplier/Vendor or Sub-Supplier/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Supplier/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

6. All Coverages:

   a. Each insurance policy required by this Contract shall be endorsed to state that no material change or cancellation, including expiration and non-renewal of coverage, shall be effective until after at least Thirty (30) days written notice has been given to: Jacksonville Transportation Authority, ATTN: Chief Procurement Officer/AVP – Administrative Services, 100 LaVilla Center Drive, Jacksonville, FL 32204

   b. Failure to maintain a current Certificate of Insurance on file with the Authority will be grounds for withholding or rejecting payment of invoices.

   c. Notwithstanding the prior submission of a Certificate of Insurance, if requested by the Authority, the Supplier shall, within thirty (30) days after receipt of a written request from the Authority, provide the Authority with a certified complete copy of the policies providing the coverage required.

   d. If Supplier, for any reason, fails to maintain insurance coverage, which is required pursuant to this Contract, such event shall be deemed a material breach of this Contract. The Authority, at its sole discretion, may terminate this Contract and obtain damages from the Supplier resulting from said breach. Alternatively, the Authority may purchase such required insurance (but has no special obligation to do so) and without further notice to Supplier, the Authority may deduct from sums due to Supplier any premium costs advanced by the Authority for such insurance.

   e. It is the Supplier's responsibility to ensure that its subSuppliers are covered under the required insurance limits. The Supplier may either require its subSuppliers to purchase insurance coverage set forth herein individually, or it may include the subSupplier under the Supplier's insurance program.

   f. Neither approval by the Authority nor failure to disapprove the insurance furnished by the Supplier shall relieve the Supplier of the Supplier's full responsibility to obtain and maintain the insurance policies as required by this

Contract.

g. Compliance with the insurance requirements of this Contract shall not limit the liability of the Supplier. Any remedy provided to the Authority, members of its Board of Directors, committees, officers, agents, employees, and volunteers by the insurance policies shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

h. The cost of insurance shall be included in the Supplier's fees, and there shall not be any further compensation or reimbursement, therefore.

XI. Public Entity Crimes

The Authority reserves the right to terminate this Contract effective immediately upon written notice in the event that the Supplier or any of its affiliate(s) are placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes.
For purposes hereof, "affiliate" shall have the meaning set forth in Section 287.133(1)(a), Florida Statutes. The Supplier shall advise the Authority promptly after conviction of any "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, applicable to the Supplier or any of its affiliate(s).

XII. Equal Employment Opportunity and Nondiscrimination

1. The Supplier will comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, creed, color, sex, sexual orientation, gender identity, pregnancy, genetic information, national origin, age, disability, religion, family status or other protected class in the performance of work under this Contract. The Supplier assures that it will comply with pertinent statutes, executive orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, sex, sexual orientation, gender identity, pregnancy, genetic information, national origin, age, disability, religion, family status or other protected class be excluded from participating in any activity conducted under this Contract. This provision binds the Supplier from the Solicitation period through the completion of the Contract.

XIII. Disadvantaged Business Enterprise (DBE) Participation

1. Disadvantaged Business Enterprise Participation. The DBE requirements of 49 CFR Part 26 do apply to this Solicitation. The Supplier, a Primary Transit Vehicle Manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49, as amended, by submitting an annual DBE goal, as amended, to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by the FTA.

2. Affirmative Steps and Records. In accordance with 49 CFR 18.36(e), the Supplier shall take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible. Affirmative steps shall include: (i) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

   The Supplier must maintain the following records concerning DBE participation with respect to this Contract for at least five (5) years following the completion of the work:

   A. All subSupplier/supplier subcontracts, including subcontracts with DBEs;
   B. Documentation developed during the identification and award of such subcontracts to DBE firms, including, but not limited to, copies of executed subcontracts enacted with Project participants.

3. Financial Reporting Requirements. When a DBE goal has been established, the Supplier shall submit monthly reports detailing payments to all subSuppliers and suppliers, both DBE and non-DBE, in a format that is acceptable to the Authority. The Supplier shall fully cooperate with all audits, whenever performed. Failure to comply with these mandates may result in an unsatisfactory audit analysis and may have a bearing on future consideration for the award of Authority agreements.

"Exhibit C", the Supplier Request for Payment Form, must be submitted with every invoice presented for progress or final payment, and must show the portion of the invoice due to each subSupplier (DBE and Non-DBE). In addition, when applicable, the Supplier must submit a report detailing the following information as it relates to invoices received from its DBE-certified subSuppliers:

   A. The value of the work actually performed by the DBE employees and representatives; and
   B. The entire amount of the DBE sub-Supplier's portion of the invoice. This includes, but is not limited to, the cost of supplies and materials obtained for work on the subcontract, including supplies and equipment leased and/or purchased from sources other than the Supplier and/or its affiliates.

When applicable, the Supplier shall also report the entire amount of

compensation paid to each DBE for the following:

A. All bona fide services, including professional, technical, supplier, and managerial services; and
B. The costs of providing bonds or insurance specifically required for the performance of the subcontract, provided these fees do not exceed what is deemed reasonable and customary for services of this type.

All supporting DBE documentation including but not limited to the invoice, the monthly reports detailing payments made to DBE subSuppliers, and the Supplier Request for Payment Form included as "Exhibit C" must be emailed to DBE1@JTAfla.com. Failure to submit the required documentation may result in a delay in payment.

This contract is subject to contract compliance payment tracking, and the prime Supplier and any DBE subSuppliers shall provide any noted and/or requested contract compliance-related payment data electronically in the B2GNow Contract Compliance Program System. The prime Supplier and all DBE subSuppliers are responsible for responding by any noted response audit date or due date to any instructions or request for information, and to check the B2GNow Contract Compliance Program System on a regular basis. The prime Supplier is responsible for ensuring all DBE subSuppliers have completed all requested items and that their contact information is up to date.

Access information related to Supplier access to the system will be provided to a designated point of contact with each Supplier upon award of the contract. The B2GNow Contract Compliance Program System is web-based and Contract Compliance Reporting – Vendor Training and can be accessed at the following Internet address: https://JTAfla.dbesystem.com/FrontEnd/EventList.asp).

4. DBE sub subSuppliers. At times, due to the size of a subcontract, a DBE may choose to enter into alternate arrangements with other businesses. Reporting of work done and applied towards DBE goals for the Project is limited by the following constraints:

   A. If a DBE subcontracts a portion of its contracted responsibilities to another business, that business must also be a DBE in order for the value of the work to be counted towards the DBE participation goals established by the Authority.
   B. If the DBE participates in the work as part of a joint venture, only that portion of the work done by the DBE shall be reported towards DBE goals.

5. Modifications and Substitutions. The Supplier shall not make any modification, change or substitution of subSuppliers as outlined in the Proposal, without the knowledge and consent of the Authority's DBE Office. In the event that any of such firms identified by the Supplier in its Supplier in the Schedule of Sub-suppliers Form become unavailable therefore, the Supplier shall replace such firm with another similarly designated firm. Such replacement, including by the Supplier's own forces,

may only be made with the prior written approval of the Authority, which may be withheld in the event that the Authority determines, in its sole discretion, that the Supplier has not made good faith efforts to either work with the subSupplier for whom replacement is sought or to find a minority certified replacement (under the appropriate program) for such subSupplier.

If the Supplier desires to terminate or substitute a DBE subSupplier listed in its "Supplier in the Schedule of Sub-suppliers Form" and intends to perform the work of the terminated DBE subSupplier with either its own forces or those of another subSupplier, it must first submit to the Authority's DBE Office a Request for Approval of Change to Original List of SubSuppliers, along with written documentation explaining the specific reasons for the change. The Supplier must obtain approval from the Authority prior to the substitution of the original DBE subSupplier. If a terminated DBE subSupplier is substituted by another DBE subSupplier, the Supplier should include the name, address, certification number, and principal office of the proposed DBE business. The Supplier must make good faith efforts to replace one DBE with another.

In the event that the Supplier is unable to contract with another DBE business, Good Faith Effort documentation must be provided to the Authority, describing the attempts to locate a substitute DBE. In all situations, the Supplier may not terminate or substitute a DBE subSupplier without the prior written consent of the Authority's DBE Office. If the Authority approves the proposed substitution in writing, the Supplier shall execute a subcontract with the proposed DBE business upon receipt of the substitution approval. If the change involves a modification to the original list of subSuppliers, the Supplier must submit, if applicable, a completed Intent to Perform as a DBE SubSupplier Form for any DBE subSupplier added by the change.

6. Compliance and Enforcement. Before final payment is made by the Authority, the Supplier shall provide the final accounting of DBE participation. The Authority may withhold payment to the Supplier pending compliance with this closeout requirement. Any reduction or change by the Supplier in a DBE subcontract, in the total DBE participation, or in DBE subSuppliers, without the prior written approval of the Authority's DBE Office, will be considered an unauthorized DBE subSupplier substitution and will not be counted as participation. A DBE subcontract dollar value that is decreased by a change order or Amendment issued by the Authority will not constitute an unauthorized subSupplier substitution. The Supplier's failure to comply with the DBE participation requirements or any other part of the DBE program may result in termination of the Contract and may also result in the Authority issuing an unfavorable performance review of the Supplier. The Authority may consider the Supplier's failure to comply when evaluating the Supplier for subsequent contracts and work orders. The Supplier may submit an explanation to be retained with the Contract file to document the reasons for its failure to comply with the DBE requirements.

XIV. Drug-Free Workplace

The Supplier and its subSuppliers shall maintain a drug-free workplace and otherwise comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C. §§ 701-707. Without in any way limiting the foregoing, the Supplier and its subSuppliers shall provide a drug- free workplace by:

1. Publishing a statement: (1) notifying employees that unlawfully manufacturing, distributing, dispensing, possessing, or using a controlled substance in the Supplier's (subSuppliers') workplace is prohibited; and (2) specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about:

   A. The dangers of drug abuse in the workplace;
   B. The Supplier's (subSuppliers') policy ofmaintaining a drug-free workplace;
   C. Any drug counseling, rehabilitation, and employee assistance programs that are available; and
   D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of this Contract be given a copy of the statement required by Paragraph (1);

4. Notifying the employee in the statement required by Paragraph (1) that, as a condition of employment under this Contract, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;

5. Notifying the Authority within ten (10) days of receiving notice under Paragraph (4) from an employee, or within ten (10) days of otherwise receiving actual notice of an employee's conviction;

6. Taking one of the following actions, within thirty (30) days of receiving notice under Paragraph (5), with respect to any employee so convicted:

   A. Taking appropriate personnel action against such an employee, up to and including termination; or
   B. Requiring such an employee to satisfactorily participate in and complete a drug- abuse assistance or rehabilitation program that is approved by a federal, state, or local health or law enforcement agency, or other appropriate agency as may be the case; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5) and (6).

XV. Subcontracts

1. The Supplier shall be fully responsible for the performance of all services under this Contract, including when the services are performed by a subSupplier or supplier. At all times, the Supplier shall be responsible for the effort, activity, and quality of services of its subSuppliers and suppliers, and at no time shall the Authority have any responsibility for or contractual relationship with any such subSuppliers or suppliers, whether by reason of the above-stated references, consent, approval, or otherwise.

2. The Supplier shall utilize those subSuppliers who were identified in its Proposal, except that the Supplier shall not subcontract with a proposed person or entity to whom the Authority has made reasonable and timely objection.

3. When the subcontract is to provide services, the subcontract shall include the specific key staff members, man-hours, rates, tasks assigned, and all other costs and compensation associated with carrying out the services.

4. The Supplier shall maintain records of payments to all subSuppliers for five (5) years following the completion or termination of this Contract, and records of such shall be made available to the Authority immediately upon request. The Supplier shall report to the Authority on the form included as **Attachment C**, the portion of each payment made by the Authority (directly or indirectly) which is owed by the Supplier to a subSupplier, and whether such subSupplier is or is not a DBE firm.

5. Prompt Payment (49-CFR Part 26.29). Prime Suppliers are required to pay all subSuppliers, including DBE subSuppliers, for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the JTA. Failure to comply may result in future withholdings of prime Supplier's reimbursements and/or other sanctions until the prime Supplier ensure all subSuppliers are being promptly paid for all work performed.

6. The Supplier shall insert the appropriate provisions of the Solicitation and this Contract in all subcontracts under this Contract. Including all clauses found in Section VI of this solicitation, the Required Clauses For FTA-Assisted Contracts and the clauses set forth in paragraphs (18) through (22) of Section XIX of this contract. The prime Supplier or Supplier shall also require all subSuppliers of any tier to insert these clauses into all lower tier subcontracts, without modification. The prime Supplier or Supplier shall be responsible for compliance by any subSupplier or any lower tier subSupplier with the clauses and shall ensure that this contract and all subcontracts of any tier are performed in accordance with the provisions of 49 CFR Part 26, as may be amended from time to time.

XVI. Non-exclusive Contract

This Contract is not exclusive. The Authority expressly reserves the right to contract for performance of services such as those described herein, and in the Solicitation, with other Suppliers.

XVII. No Waiver

Failure by either Party to insist upon strict performance of any of the provisions herein; failure or delay by either Party in exercising any rights or remedies provided herein or by law; the Authority's payment in whole or in part for services hereunder; or any purported oral modification or rescission of this Contract by an employee or agent of either Party shall not:

(1) release either Party of any of its obligations hereunder; (2) be deemed a waiver of the rights of either Party to insist upon strict performance hereof; (3) be deemed a waiver of any of either Party's rights or remedies under this Contract or by law; or (4) operate as a waiver of any of the provisions hereof or constitute acquiescence therein. No waiver of any default or breach hereunder shall extend to or affect any subsequent or existing default or breach.

XVIII. Public Records and Related Inquiries

1. The Supplier acknowledges that the Authority is subject to the Florida Public Records Law, the Government in the Sunshine Act, and possibly the Freedom of Information Act (FOIA), and that in compliance therewith, at the sole discretion of the Authority, the Authority may except to the extent that any such information or records may be exempt from disclosure under applicable law, disseminate or make available to any person, without the consent of the Supplier, information regarding this Contract, including but not limited to information in the: responses; requirements; specifications; drawings; sketches; schematics; models; samples; tools; computer or other apparatus programs; or technical information or data, whether electronic, written, or oral, furnished by the Supplier to the Authority under this Contract, and that copies of work products and related materials prepared or received by the Supplier under this Contract are public records, except to the extent that any such information or records may be exempt from disclosure under applicable law,

2. Except to the extent that any such information or records may be exempt from disclosure under applicable law, the Supplier shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Supplier in conjunction with this Contract. Specifically, if the Supplier is acting on behalf of the Authority, the Supplier shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services being performed by the Supplier;
B. Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
D. Meet all requirements for retaining public records; transfer, at no cost to the Authority, all public records in possession of the Supplier upon termination of this Contract; and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems ofthe Authority.

3. The Supplier shall immediately provide the Authority with a copy of any Request to Inspect or Copy Public Records in possession of the Supplier and the Supplier shall also promptly provide the Authority with a copy of the proposed response to each such request. No release of any such records by the Supplier shall be made without approval of the Authority. The Supplier's failure to grant approved public access will be grounds for immediate termination of this Contract by the Authority.

4. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

- **VIA MAIL TO: JTA PUBLIC RECORDS CUSTODIAN, 100 LAVILLA CENTER DRIVE, 5TH FLOOR, JACKSONVILLE, FLORIDA 32204;**
- **VIA TELEPHONE AT: (904) 632-5510;**
- **VIA EMAIL TO: PUBLICRECORDS@JTAFLA.COM**

5. Media and Other Inquiries. All media and other inquiries concerning the services shall be directed to the Authority's Vice President, External Affairs. The Supplier shall not make any statements, press releases, or

publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, without the Authority's written consent. However, the Supplier may communicate directly with public agencies when required to do so as part of the services to be performed hereunder.

XIX. Contract Administration

1. Notices. Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Contract shall be given or made by the Supplier or the Authority in writing and shall be given by hand delivery, telegram, or similar communication, or by certified or registered mail (return receipt requested) and addressed to the respective Parties set forth below. Such notices shall be deemed to have been given in the case of telegrams or similar communications when sent, and in the case of certified or registered mail, on the Third (3rd) day after such communication has been deposited in the United States mail with postage prepaid.

To Authority: Jacksonville Transportation Authority
Procurement Department
100 LaVilla Center Drive
Jacksonville, Florida 32204

To Supplier: New Flyer of America, Inc.
Adrian Graca, Business Segment Director
6200 Glenn Carlson Drive
St. Cloud, MN 56301

The above addresses may be changed at any time by giving thirty (30) days prior notice as provided above.

2. Entire Agreement. This Contract shall constitute the entire agreement between the Authority and the Supplier relating to the work.

3. Supplier is not Authority's Agent. The Supplier is not authorized to act as the Authority's agent and shall have no authority, expressed or implied, to act for or bind the Authority, unless otherwise expressly set forth for a particular purpose in a separate writing by the Authority.

4. Compliance with Supplier Code of Business Conduct. The Supplier shall, at all times throughout the duration of this Contract, comply with the Authority's Supplier Code of Business Conduct which is made a part hereof by reference. Failure of the Supplier to abide by the Supplier Code of

Business Conduct may lead to disciplinary measures commensurate with the violation, including but not limited to termination of this Contract.

5. Compliance with Nondiscrimination and Other Laws. The Supplier shall comply with the regulations relative to nondiscrimination in federally assisted programs of the DOT Title 49, CFR, Part 21, as they may be amended from time to time, which are hereby incorporated herein by reference and made a part of this Contract. The Supplier shall also comply with the following civil rights regulations, as may be amended from time to time, which are incorporated herein by reference: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, and 41 CFR Part 60. The Supplier, at its sole cost and expense, shall comply with applicable laws, regulations, ordinances, and rules of governmental agencies (including as applicable, the FHWA, FTA, OSHA, applicable State of Florida agencies, including the FDOT, the St. Johns River Water Management District (SJRWMD), the Authority, and the City of Jacksonville (CoJ)). Supplier shall secure all required licenses and permits necessary to the performance of the work at its sole cost and expense.

6. Compliance with Federal Regulations. The Supplier shall comply with all federal lobbying regulations as referenced in the Solicitation, including but not limited to 31 U.S.C. 1352, 49 CFR Part 19, and 49 CFR Part 20. The Supplier shall comply with all federal clean air regulations including but not limited to 42 U.S.C. 7401, 40 CFR 15.61, and 49 CFR Part 18. The Supplier shall also comply with all energy conservation requirements including but not limited to 42 U.S.C. 6321 and 49 CFR Part 18. In addition, the Supplier shall comply with all cargo preference requirements as referenced in the Solicitation, including but not limited to 46 U.S.C. 1241 and 46 CFR 381. The Supplier shall also comply with all clean water regulations issued pursuant to 33 U.S.C. 1251. Lastly, the Supplier shall abide by all federal change requirements as explained in 49 CFR Part 18 which is incorporated herein by reference.

7. Governing Laws. This Contract and the rights of all Parties hereunder shall be construed and enforced in accordance with the laws of the State of Florida.

8. Severability. If any provision of this Contract is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

9. Advertising. The parties will not use the name of the other party or quote the opinion of any employees of the Authority or refer to the other party directly or indirectly in any promotional literature or correspondence, news release, advertisement, or release to any professional or trade publications without receiving specific written approval for such use or release from the other party . However, this Paragraph will in no way limit the party's ability to satisfy any governmental required disclosure of its relationship with the other party.

10. Assignments. This Contract is binding upon the Parties hereto and their respective successors and assigns. The Supplier shall not assign, sell, or transfer its interest in this Contract without the Authority's express written consent. Any such assignment by the Supplier must contain a provision allowing the Authority to assert against any assignee, any and all defenses, setoffs, or counterclaims which the Authority would be entitled to assert against the Supplier.

11. Modifications. This Contract may be modified or amended only by a writing signed by each of the Parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing, or modifying this Contract. No additional services shall be performed until such additional services are provided for in an Amendment executed by both Parties.

12. Force Majeure. Neither the Authority nor the Supplier shall be liable for any delay or failure in performance solely caused by acts beyond such Party's control, including, without limitation, acts of God, war, vandalism, strikes, labor disputes, shortages, lockouts, sabotage, hurricanes, fires, floods, epidemics, pandemics, acts of governmental agencies, or unforeseen interruptions of. If the Supplier is delayed at any time during the performance of the work due to an event beyond its control or any act or omission of the Authority, then the time for completion of the work and/or the delivery dates shall be extended by the Authority by a reasonable period of time after such event of delay has ended in order that the Supplier may complete the work or deliver the goods.

13. Consent to Jurisdiction. The Supplier and the Authority agree that any suit, action, or other legal proceeding arising out of or relating to this Contract shall be brought in the Circuit Court of Duval County, and each Party hereby consents to the jurisdiction of each such court over any such suit, action, or proceeding, and waives any objection which it or they may have to the laying of venue of any such suit, action, or proceeding, and any of such courts. This provision is a material inducement for the Authority and the Supplier entering into the transactions contemplated hereby.

14. Prevailing Party Attorneys' Fees. In the event one Party shall prevail in any action (including appellate proceedings) at law or in equity arising hereunder, the losing Party will pay all costs, expenses, reasonable attorneys' fees, and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal proceeding, including, but not limited to, those for paralegal, investigative, and legal support services, and actual fees charged by expert witnesses for testimony and analysis incurred by the prevailing Party referable thereto.

15. Member Protection. No recourse under or upon any obligation, covenant, or agreement contained in this Contract or any other agreements or documents pertaining to the work, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the Authority or by the enforcement of any assessment or by any legal or

equitable proceeding by virtue of any statute or otherwise, whether under or independent of this Contract, shall be had against any Board Member, officer, employee or agent, as such, past, present or future, of the Authority either directly or indirectly, for any claim arising out of this Contract, or for any sum that may be due and unpaid by the Authority. Any and all personal liability of every nature, whether at common law, in equity, by statute, by constitution or otherwise, of any Authority member, officer, employee, or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Contract, or for the payment for or to the Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Contract.

16. No Third-Party Beneficiaries. The Parties hereby set forth their intention that there are not and never shall be any third-party beneficiaries of this Contract or of any work or Purchase Order authorized hereunder. The Parties expressly intend that the Authority has no obligation to or relationship with any subSupplier that may be utilized by Supplier.

17. The Supplier shall insert the appropriate provisions from the Solicitation and this Contract in all subcontracts under this Contract. Including all clauses found in Section VI of this solicitation, the Required Clauses For FTA-Assisted Contracts and the clauses set forth in paragraphs (18) through (22) of Section XIX of this contract. The prime Supplier or Supplier shall also require all subSuppliers of any tier to insert these clauses into all lower tier subcontracts, without modification. The prime Supplier or Supplier shall be responsible for compliance by any subSupplier or any lower tier subSupplier with the clauses and shall ensure that this contract and all subcontracts of any tier are performed in accordance with the provisions of 49 CFR Part 26, as may be amended from time to time.

18. Contract Assurance (49-CFR Part 26.13). The Supplier, sub recipient or subSupplier shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Supplier shall carry out applicable requirements of 49-CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Supplier to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

19. Prompt Payment (49-CFR Part 26.29). Prime Suppliers are required to pay all subSuppliers, including DBE subSuppliers, for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the JTA. Failure to comply may result in future withholdings of prime Supplier's reimbursements and/or other sanctions until the prime Supplier ensure all subSuppliers are being promptly paid for all work performed.

20. Return of Retainage (49-CFR Part 26.29). Prime Suppliers are required to ensure

prompt and full payment of retainage to all subSuppliers within thirty (30 days) after the sub-Suppliers' work is satisfactorily completed. Prime Suppliers are prohibited from holding retainage from subSuppliers until the project is completed. A sub-Supplier' s work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the JTA. When JTA has made an incremental acceptance of a portion of a prime contract, the work of a sub-supplier covered by that acceptance is deemed to be satisfactorily completed.

21. Monitoring the Performance of other Program Participants (49-CFR Part 26.37). The JTA will monitor each DOT funded contract with DBE participation to ensure that all work committed to DBEs at contract award or subsequently (as a result of contract modification) is actually performed by the DBEs to which the work was committed. Site visit will be conducted periodically by staff. Supplier's Request for Payment forms will be monitored to ensure that DBEs are being paid in accordance to their signed agreements.

All Prime Suppliers will be required to self-report all payments received from the JTA into the B2GNow (Contract Compliance Tracking System). This system tracks payments made to the prime Supplier and all payments made by the prime to any subSuppliers, to include DBEs, and the timeliness of those payments in accordance to JTA's Prompt Payment Clause.

22. Termination for Convenience (49-CFR Part 26.53). No prime Supplier will terminate for convenience a DBE subSupplier that was listed and agreed to perform a project task (or an approved substitute DBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without prior written consent from JTA's Diversity & Equity Program Office.

The prime Supplier shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the prime Supplier obtains written consent form JTA's Diversity & Equity Program Office; and unless the consent is provided the Supplier shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Appropriate administrative remedies will be invoked to any Prime Supplier that terminates and/or removes a DBE firm/s for convenience. Those remedies may include requirement to pay terminated DBE firm/s; withholding of future payments and/or retainage; and/or disbarment from future consideration of project awards with the JTA.

23. Counterparts. This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument.

24. Exhibits. The following Exhibits are hereby incorporated into this Contract as part hereof as though fully set forth herein.

Exhibit A, Federal Clauses
Exhibit B, Technical Specifications
Exhibit C, Scope of Work
Exhibit D, Schedule of Suppliers/SubSuppliers Form
Exhibit E, Required Forms
Exhibit F, Pricing
Exhibit G, Warranty Requirements

IN WITNESS WHEREOF, each of the Parties hereto have caused its duly authorized officer to execute and deliver this Contract on or as of the date first above written.

NEW FLYER OF AMERICA, INC.:

By: Chris Stoddart Digitally signed by Chris Stoddart Date: 2025.02.19 09:55:47 -06'00'

Printed Name: Chris Stoddart

Title: President North American Bus & Coach

NEW FLYER OF AMERICA, INC.:

By: Jennifer McNeill Digitally signed by Jennifer McNeill Date: 2025.02.14 12:21:54 -06'00'

Printed Name: Jennifer McNeill

Title: VP Sales & Marketing

JACKSONVILLE TRANSPORTATION AUTHORITY:

By: Nathaniel P. Ford Sr.

Printed Name: Nathaniel P. Ford. Sr.

Title: Chief Executive Officer

APPROVED AS TO FORM:

By: C. Ferguson III

Printed Name: Cleveland Ferguson III

Title: EVP/Chief Administrator Officer

Execute in Triplicate Distribution:

1. New Flyer of America, Inc.
2. JTA Procurement Department
3. JTA Project Manager

Exhibit 'A' – Required Clauses for Federally Assisted Contracts

(On the following pages)

MATRIX OF FTA THIRD-PARTY CONTRACT CLAUSES

(This matrix does not apply to micro-purchases,[1] except that Davis Bacon requirements apply to all federal construction contracts over $2,000)

Last revised: December 1, 2023

This Matrix is not meant to be all inclusive. Please review the specific funding source, as well as all clauses for applicability to the type of contract and flow down requirements.

Highlighted column has been added for convenience in identifying which clauses are applicable to the solicitation/contract.

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	*Operations/ Management/ Subrecipients*	*Rolling Stock Purchase*	*Construction* (*See Note Below)*	*Materials & Supplies*
1.	No Federal Government Obligations to Third Parties (by use of a Disclaimer)	*All*	*All*	*All*	*All*	*All*
2.	False Statement or Claims: Civil and Criminal Fraud	*All*	*All*	*All*	*All*	*All*
	Notice to FTA and U.S. DOT Inspector General of Information Related to	*$25,000 or More. Prime and Subs*	*$25,000 or More. Prime and Subs*	*$25,000 or More. Prime and Subs*	*$25,000 or More. Prime and Subs*	*$25,000 or More. Prime and Subs*

[1] Currently set at $10,000. 2 CFR § 200.320.

* Per 41 CFR Part 60- 1.3, *Construction work* means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies
	Fraud, Waste, Etc.					
3.	Access to Third Party Contract Records	All	All	All	All	All
4.	Changes to Federal Requirements	All	All	All	All	All
5.	Equal Employment Opportunity (Except Special DOL EEO clauses for construction projects	All	All	All	All	All
6.	Incorporation of FTA Terms	All	All	All	All	All
7.	Energy Conservation	All	All	All	All	All
8.	Termination (not required of states)	>$10,000	>$10,000	>$10,000	>$10,000	>$10,000
9.	Debarment and Suspension	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000
10.	Buy America			>$150,000	>$150,000	>$150,000
11.	Resolution of Disputes, Breaches, or Other Litigation	>$250,000 (see Note)	>$250,000 (see Note)	>$250,000 (see Note)	>$250,000 (see Note)	>$250,000 (see Note)

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	*Operations/ Management/ Subrecipients*	*Rolling Stock Purchase*	*Construction* (*See Note Below)*	*Materials & Supplies*
12.	Lobbying	*>$100,000*	*>$100,000*	*>$100,000*	*>$100,000*	*>$100,000*
13.	Clean Air	*>$150,000*	*>$150,000*	*>$150,000*	*>$150,000*	*>$150,000*
14.	Clean Water	*>$150,000*	*>$150,000*	*>$150,000*	*>$150,000*	*>$150,000*
15.	Cargo Preference			*Involving property that may be transported by ocean vessel*	*Involving property that may be transported by ocean vessel*	*Involving property that may be transported by ocean vessel*
16.	Fly America	*Involving foreign transport or travel by air*	*Involving foreign transport or travel by air*	*Involving foreign transport or travel by air*	*Involving foreign transport or travel by air*	*Involving foreign transport or travel by air*
17.	Davis Bacon Act and Copeland Anti-Kickback Act				*>$2,000 (including ferry vessels)*	
18.	Contract Work Hours & Safety Standards Act		*Contracts >$250,000 (transportation services excepted.)*	*>$250,000*	*>$250,000 (also ferries.)*	
19.	Bonding				*>$250,000*	

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	***Operations/ Management/ Subrecipients***	***Rolling Stock Purchase***	***Construction* (*See Note Below)***	***Materials & Supplies***
20.	Seismic Safety	*A&E for new buildings & additions*			*New buildings & additions*	
21.	Transit Employee Protective Arrangements		*FTA programs involving public transportation operations funded with 5307-5312, and 5316*			
22.	Charter Service Operations		***All** transit operations contracts involving FTA funding under 49 USC 5307, 5309, 5311 or 5316 funds*			
23.	School Bus Operations		***All t**ransit operations contracts*			
24.	Drug Use and Testing/ Alcohol Misuse and Testing		*All transit operations contracts*			

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies
25.	Patent Rights, and Rights in Data and Copyrights	*Research & development*				
26.	Special DOL EEO clause for construction projects				>$10,000	
27.	Disadvantaged Business Enterprises (DBEs)	*All*	*All*	*All*	*All*	*All*
28.	Recycled Products (Solid Wastes)		*Contracts for items designated by EPA, when procuring $10,000 or more per year*		*Contracts for items designated by EPA, when procuring $10,000 or more per year*	*Contracts for items designated by EPA, when procuring $10,000 or more per*
29.	ADA Access	*A&E*	*All*	*All*	*All*	*All*
30.	Veterans Preference				*>$150,000*	
31.	Motor Carrier Safety	*All*	*All*	*All*	*All*	*All*
32.	Seat Belt Use and Distracted Driving	*All*	*All*	*All*	*All*	*All*
33.	Protection of Sensitive and Personally	*All*	*All*	*All*	*All*	*All*

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies
	Identifiable Information					
34.	Trafficking in Persons	All	All	All	All	All
35.	Tax Liability and Recent Felony Convictions	All	All	All	All	All
36.	Construction Site Safety				all	
37.	Domestic Preferences for Procurements	All	All	All	All	All
38.	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All	All
39.	Bus Testing			All, except minivans		
40.	Pre-Award and Post-Delivery Audit Requirements			All		
41.	FTA Clauses Required when DBE threshold has been met	If DBE threshold has been met	DBE threshold has been met	DBE threshold has been met	DBE threshold has been met	DBE threshold has been met
42.	Conformance with ITS	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects

	CLAUSE					
		Professional Services/A&E	*Operations/ Management/ Subrecipients*	*Rolling Stock Purchase*	*Construction* (*See Note Below)*	*Materials & Supplies*
	National Architecture					

REQUIRED CLAUSES FOR FTA-ASSISTED CONTRACTS

These requirements do not apply to micro-purchases ($10,000 or less), except that Davis-Bacon and Copeland Anti-Kickback Act requirements apply to contracts over $2,000 for Construction, including Ferry Vessels.

Applicability data is found on the table above and with each clause below. Please review your specific funding source for additional applicability and requirements. Any updates to these clauses by the FTA not reflected here shall be considered in full force and effect.

1. No Federal Government Obligation to Third Parties.

Authority - FTA Master Agreement (30) at Section 3(*l*)

Applicability - all contracts

Except as the Federal Government expressly consents in writing, the Authority and Contractor agrees that:

(1) The Federal Government does not and shall not have any commitment or liability related to the Contract, to any Contractor or Subcontractor at any tier, or to any other person or entity that is not a party (FTA or the Authority) to the Contract; and

(2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Contract, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Authority) to the Contract.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

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

Authority - 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001 and 49 CFR. Part 31, FTA Master Agreement (30) at Section 39(b).

Applicability - all contracts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or

the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Authority must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Authority is located. The Authority must include a similar notification requirement in its Contracts that must require each Contractor to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 CFR §§180.220 and 1200.220.

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

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

Additional Notice to U.S. DOT Inspector General. The Authority or Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Project is located, if the Authority or Contractor has knowledge of potential fraud, waste, or abuse occurring on any project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs regardless of whether the project is related to this Contract or another agreement between the Authority and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Authority. It also applies to subcontractors at any tier. "Knowledge," as used in this paragraph, includes, but is not limited to, knowledge

of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Authority or Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Authority, including divisions tasked with law enforcement or investigatory functions.

The Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Flow Down Requirements - The Program Fraud clause extends to all contractors and their subcontracts at every tier who make, present, or submit covered claims and statements.

3. Access to Records and Reports.

Authority - 49 U.S.C. § 5325(g), 2 CFR. § 200.333 and 49 CFR. part 633, 49 CFR part 630, FTA Master Agreement (30) at Sections 8(c).

Applicability – all contracts

a. *Record Retention*. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. *Retention Period*. The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. *Access to Records*. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Contractor is notified that the Authority may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F – Audit Requirements, as amended.

d. *Access to the Sites of Performance*. The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

e. *National Transit Database*. For each fiscal year the Authority receives or provides to any public transportation operation federal assistance appropriated or made available for 49 U.S.C. §5307 (including Passenger Ferry Grant Program) or any provision of 40 U.S.C. §5311:

(1) *Reporting Requirements:* The Authority agrees to, and assures that it will require any person that receives benefits directly from its Award (including the public transportation operators participating in its Award), the accompanying Contract, and any Amendments thereto:

(i) To facilitate compliance with 49 U.S.C. §5335(a), which authorizes the National Transit Database (NTD);

(ii) To conform to the NTD reporting system and the Uniform System of Accounts and Records;

(iii) To comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630;

(iv) To report when required to the NTD in accordance with FTA regulations 49 CFR Part 630, "National Transit Database," and applicable FTA instructions:

(A) Any information relating to a transit asset inventory or condition assessment conducted by the Authority;

(B) Any data on assaults on transit workers of the Authority;

(C) Any data on fatalities that result from an impact with a bus; and

(D) Such other information as FTA may require; and

(v) To comply with another applicable reporting regulations, and requirements, and

(vi) To follow FTA guidance.

(2) *Voluntary Compliance*. FTA encourages any Authority that is not required to provide information for the NTD, to provide that information voluntarily.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

4. Federal Changes.

Authority – 49 CFR Part 18

Applicability – all contracts

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and FTA, Super Circular 2 CFR Part 200 and FTA Circular 4220.1F 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.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

5. Civil Rights (Title VI, EEO, ADA).

Authority – Appendix II to Part 200, FTA Master Agreement (30) at Section 12(b)-(d), FTA Best Procurement Practices Manual

Applicability - all contracts

The JTA is an Equal Opportunity Employer. As such, the JTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the JTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination in Federal Public Transportation Programs**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will:

A. Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identify), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Prohibit the:

(i) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;

(ii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or

(iii) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

C. Follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

2. **Nondiscrimination – Title VI of the Civil Rights Act.** The Contractor will:

A. Prohibit discrimination based on race, color, or nation origin;

B. Comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

(ii) 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 CFR Part 21; and

(iii) Federal transit law, specifically 49 U.S.C. § 5332; and

C. Follow:

(i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance;

(ii) U.S. DOJ, "Guidelines of the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR § 50.3; and

(iii) All other applicable federal guidance that may be issued.

3. **Equal Employment Opportunity**.

(1) *Federal Requirements and Guidance*. The Contractor agrees to prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

(i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;

(ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;

(iii) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;

(iv) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;

(v) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and

(vi) Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

(2) *Specifics*. The Contractor agrees to:

(i) *Affirmative Action*. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 CFR. chapter 60), take affirmative action that includes, but is not limited to:

(A) Recruitment advertising, recruitment, and employment;

(B) Rates of pay and other forms of compensation;

(C) Selection for training, including apprenticeship, and upgrading; and

(D) Transfers, demotions, layoffs, and terminations; but (ii) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer;" and

(3) *Equal Employment Opportunity Requirements for Construction Activities*. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:

(i) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR. chapter 60; and

(ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR. Part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it, the FTA, FDOT or the U.S. DOT may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under the Contract until the Contractor complies and/or cancellation, termination or suspension of the Contract, in whole or in part.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier. In all solicitations made by the Contractor and all subcontractors, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials

and leases of equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status and that these same obligations extend to any subcontractor, supplier or lessor.

6. Incorporation of Federal Transit Administration (FTA) Terms.

Authority – FTA Master Agreement (30) at Section 3(i)(5)-(6)

Applicability - all contracts

All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F and the Super Circular 2 CFR Part 200, 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 State requests, which would cause the State to be in violation of the FTA terms and conditions.

Federal requirements that apply to the Authority or the Award, the FTA Master Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirement, or guidance, or changes in the FTA Master Agreement including any information incorporated by reference and made part of that FTA Master Agreement and applicable changes to those federal requirements will apply to each Contract and parties thereto at any tier.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

7. Energy Conservation.

Authority - 42 U.S.C. 6321 et seq. and 49 CFR. Part 622, subpart C

Applicability - all contracts

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, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 CFR. Part 622, subpart C.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

8. Termination Provisions.

Authority - 2 CFR. § 200.339 and 2 CFR. Part 200, Appendix II (B), FTA Master Agreement (30) Section 16(d)(2)

Applicability – all contracts

For all contracts in excess of $10,000, termination provisions are referenced in Section IV. **Term of Contract and Termination** of the Contract under Section IV of this solicitation package. These termination provisions address termination for cause and for convenience by the non-federal entity and includes the manner by which it will be effected and the basis for settlement.

Flow Down Requirements – none.

9. Government-Wide Debarment and Suspension.

Authority - 2 CFR. Part 180, 2 CFR. § 180.300, 2 CFR Part 1200, 2 CFR. § 200.213, 2 CFR. Part 200 Appendix II (I), Executive Order 12549 and Executive Order 12689, FTA Master Agreement (30) at Section 4(h), FTA Best Procurement Practices Manual

Applicability - All contracts over $25,000

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR. Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

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

By signing and submitting its bid or proposal, the bidder or Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the JTA. If it is later determined by the JTA that the bidder or Bidder knowingly rendered an erroneous certification, in addition to remedies available to the JTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Bidder agrees to comply with the requirements of 2 CFR. Part 180, subpart C, as supplemented by 2 CFR. Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Bidder further agrees to

include a provision requiring such compliance in its lower tier covered transactions.

Flow Down Requirements - Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 CFR. Part 180, as supplemented by 2 CFR. Part 1200; and (b) pass the requirement to comply with subpart C of 2 CFR. Part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

10. Buy America Requirements.

Authority - 49 U.S.C. 5323(j) and 49 CFR. Part 661 (49 CFR. § 661.13(b) and 49 CFR. § 661.6), FTA Master Agreement (30) at Sections 3(h), 16(d)(1) and 15 (a)-(b), FTA Best Procurement Practices Manual

Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than $150,000. Work orders and small purchases of less than one hundred fifty thousand dollars ($150,000.00) made with capital, operating, or planning funds are waived from Buy America requirements.

The Contractor agrees to comply with the domestic procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 40 U.S.C. § 5323(j), which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR. § 661.11.

The Bidder/Proposer must submit to JTA the appropriate Buy America certification below with its Bid(s) or Proposal(s). Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

The JTA presumes that any Contractor who submitted such certificate is complying with the Buy America provisions. A false certification is a criminal act in violation of 18 U.S.C. § 1001. A Contractor who certifies that it will comply with the applicable Buy America requirement is bound by its original certification (in the case of a sealed bidding procurement) or the certification it submitted with its final offer (in the case of a negotiated procurement) and is not permitted to change its certification after bid opening or submission of its final offer. Where a Contractor certifies that it will comply with Buy America requirements, the Contractor is not eligible for a waiver of those requirements. The JTA reserves the right to request additional information, and/or to conduct both pre-award and post-award audits to ensure that the Contractor is in compliance with Buy America requirements.

In addition to the aforementioned Buy America Requirements, the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58 that includes the Build America,

Buy America Act ("the Act") Pub. L. No. 117-58, Div G, Title IX, §§ 70911-27 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Authority and Contractor acknowledges that this agreement is neither a waiver of §70914(a) nor a finding under § 70914(b). The Act, requires the following Buy America Act preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufacturer products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufacturer product that are mined, produced or manufactured in the United States is greater than 55 percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established in applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States (IIJA §70912(2) and (6)(B)(ii)).

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Definitions

"Construction materials" include an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

"Domestic content procurement preference' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the Unites States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Flow Down Requirements - The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

11. Provisions for resolution of disputes, breaches, or other litigation.

Authority – FTA Master Agreement (30) at Section 39(b).

Applicability – all contracts

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Authority who must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Authority is located. The Authority must include a similar notification requirement in its Contractor Agreements and must require each Contractor to include a similar notification requirement in its sub agreements at every tier for any agreement that is a "covered transaction" according to 2 CFR. §§ 180.220 and 1200.220.

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

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

(3) Additional Notice to U.S. DOT Inspector General. The Authority must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief

Counsel or Regional Counsel for the Region in which the Authority is located, if the Authority has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. §3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Authority and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Authority. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Authority. In this paragraph, "promptly" mean to refer information without delay and without change. This notification provision applies to all divisions of the Authority, including division tasked with law enforcement or investigatory functions.

Flow Down Requirements - The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a "covered transaction" according to 2 CFR. §§ 180.220 and 1200.220.

12. Lobbying Restrictions.

Authority - 31 U.S.C. § 1352, 2 CFR. § 200.450, 2 CFR. Part 200 Appendix II (I) and 49 CFR. Part 20, Appendix A, FTA Master Agreement (30) at Section 4(c)

Applicability - All contracts over $100,000

The Authority agrees that neither it nor any Contractor will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Contract, including any extension of modification, according to the following:

A. 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 any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

B. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5). The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Flow Down Requirements - The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

13. Clean Air

Authority - 42 U.S.C. 7401–7671q and FTA Master Agreement (30) at Section 16(d)(7)

Applicability - All contracts over $150,000

The Contractor agrees:
1) It will not use any violating facilities;
2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3) It will report violations of use of prohibited facilities to FTA; and
4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Flow Down Requirements - The Clean Air Act requirements flow down to all subcontracts over $150,000 at every tier.

14. Clean Water.

Authority - 33 U.S.C. 1251–1388, the Federal Water Pollution Control Act 33 U.S.C. 1251-1387, as amended, FTA Master Agreement (30) at Section 16(d)(7)

Applicability - All contracts over $150,000

> Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Flow Down Requirements - The Clean Water requirements flow down to all subcontracts over $150,000 at every tier.

15. Cargo Preference - Use of United States-Flag Vessels.

Authority - 46 U.S.C. § 55305 and 46 CFR. Part 381.7, FTA Master Agreement (30) at Section 15(c), FTA C 4220.1F at Appendix D

Applicability - Contracts involving equipment, materials or commodities which may be transported by ocean vessels.

> Contractor shall: (a) use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; (b) furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); (c) include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Flow Down Requirements - The Cargo Preference requirements flow down to all subcontracts involved with the transport of equipment, material, or commodities by ocean vessel.

16. Fly America.

Authority - 49 U.S.C. § 40118, and 41 CFR.§§ 301-10, FTA Master Agreement (30) at Section 15(d), FTA C 4220.1F at Appendix D

Applicability - All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S.

a) Definitions. As used in this clause--
"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
"United States" means the 50 States, the District of Columbia, and outlying areas.
"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

_____
(End of statement)

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

Flow Down Requirements - The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

17. Davis-Bacon and Copeland Anti-Kickback Acts.

Authority – Appendix II to Part 200, 49 U.S.C. § 5333(a), 40 U.S.C. §§ 3141 – 3148, 29 CFR. Part 5, 18 U.S.C. § 874, and 29 CFR. Part 5 (29 CFR. § 5.5), 29 CFR. § 3.1 and 3.11, 18 U.S.C. § 874, 40 U.S.C. § 3145, FTA Master Agreement (30) at Section 16(d)(4), FTA C 4220.1F at Appendix D

Applicability - Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over $2,000.

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

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR

5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Flow Down Requirements - These requirements extend to all third party contractors and their subcontracts at every tier and subrecipients and their subcontracts at every tier.

18. Contract Work Hours and Safety Standards Act

Authority – Appendix II to Part 200, 40 U.S.C. §§ 3701-3708 and 29 CFR. Part 1926, FTA Master Agreement (30) at Section 16(d)(5), FTA C 4220.1F at Appendix D

Applicability - Contracts over $100,000 that involve the employment of mechanics or laborers.

For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3702-3704), as supplemented by the DOL regulations at 29 CFR. Part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor,

such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The 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. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR. Part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

19. Bonding.

Authority - 2 CFR 200.325, FTA Master Agreement (30) at Section 16(n), FTA C 4220.1F at Appendix D

Applicability – For all FTA Funded construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently $250,000), the federal awarding agency may accept the bonding policy and requirements of JTA if the federal awarding agency has made a determination that the federal interest is adequately protected.

The Authority agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:

(1) Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Contract that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.

(2) Activities Not Involving Construction. For each Project or related activities implementing the Contract not involving construction, the Authority will not impose excessive bonding and will follow FTA guidance.

20. Seismic Safety.

Authority - 42 U.S.C. 7701 et seq., 49 CFR. § 41.117 and Executive Order (E.O.) 12699, FTA C 4220.1F at Appendix D

Applicability – Design and construction of new buildings and additions to existing buildings.

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Flow Down Requirements - The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

21. Public Transportation Employee Protective Arrangements.

Authority - 49 U.S.C. § 5333(b) ("13(c)") and 29 CFR. Part 215, FTA Master Agreement (30) at Section 24(d)

Applicability - Each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

The Contractor agrees to comply with the following employee protective arrangements of

49 U.S.C. § 5333(b):

A. *U.S. DOL Certification*. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307-5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provision of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Contractor agrees that the certification issued by U.S. DOL is a condition of the Contract and that the Contractor must comply with its terms and conditions.

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

C. *Special Arrangements for Contracts for Federal Assistance Authorized under 49 U.S.C. § 5310*. The Authority agrees, and assures that any Contractor providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, the former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C.§ 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

22. Charter Service Operations.

Authority - 49 U.S.C. 5323(d), (g) and (r) and 49 CFR. Part 604, FTA Master Agreement (30) at Section 28

Applicability – all transit operations contracts involving FTA funding under 49 USC 5307, 5309, 5311 or 5316 funds

(a) Prohibitions. The Contractor agrees to not engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. 5323(d), (g) and (r), FTA regulations, "Charter Service," and 49 CFR Part 604, any other federal Charter Service regulations, federal requirements, or federal guidance.

(b) *Exceptions.* Apart from exceptions to the Charter Service restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

(1) FTA's Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. §5307 to support a Job Access and Reverse Commute (JARC) –type Project or related activities that would have been eligible for assistance under repealed 40 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Authority uses that federal assistance for FTA program purposes only; and

(2) FTA's Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Authority uses that federal assistance for FTA program purposes only.

(c) *Violations*. The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA's Charter Service regulations, 49 CFR Part 604, appendix D, or barring it or any subcontractor from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

Flow Down Requirements - The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

23. School Bus Operations.

Authority - 49 U.S.C. 5323(f) and 49 CFR. Part 605, FTA Master Agreement (30) at Section 29

Applicability - Contracts for operating public transportation service.

(a) *Prohibitions.* The Contractor agrees to not engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. 5323(f) or (g), FTA regulations, "School Bus Operations," 49 CFR .Part 605, and any other applicable federal "School Bus Operations" laws, regulations, requirements, or applicable federal guidance

(b) *Violations.* If the Contractor has operated school bus service in violation of FTA's School Bus laws, regulations, or requirements, FTA may require the Authority or Contractor to take such remedial measures as FTA considers appropriate, or bar the Authority or Contractor from receiving federal transit assistance.

Flow Down Requirements - The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

24. Substance Abuse – Alcohol Misuse and Prohibited Drug Use Requirements.

Authority - 49 U.S.C. § 5331, 49 CFR. Part 655 and 49 CFR. Part 40.11(c), FTA Master Agreement (30) at Section 35, FTA C 4220.1F at Appendix D

Applicability – all transit operations contracts

Any Contractor that performs safety-sensitive functions must comply with Federal transit laws, specifically 409 U.S.C. § 5331, FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" under 49 CFR. Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40. Under 49 CFR. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1) Operating a revenue service vehicle, including when not in revenue service;
2) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3) Controlling dispatch or movement of a revenue service vehicle;
4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5) Carrying a firearm for security purposes.

The Contractor agrees to comply with the following Federal substance abuse regulations:

(A) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR Part 182,

(B) Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR Part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

The Contractor shall establish an anti-drug use and alcohol misuse program that includes the following:

(A) A statement describing the employer's policy on prohibited drug use and alcohol misuse in the workplace, including the consequences associated with prohibited drug use and alcohol misuse. This policy statement shall include

all of the elements specified in §655.15. Each employer shall disseminate the policy consistent with the provisions of §655.16.

(B) An education and training program which meets the requirements of §655.14.

(C) A testing program, as described in Subparts C and D of this part, which meets the requirements of this part and 49 CFR Part 40.

(D) Procedures for referring a covered employee who has a verified positive drug test result or an alcohol concentration of 0.04 or greater to a Substance Abuse Professional, consistent with 49 CFR Part 40.

Flow Down Requirements -The Substance Abuse requirements flow down to all Contractors at every tier who perform a safety-sensitive function for the JTA.

25. Patent and Rights in Data.

Authority - 2 CFR. Part 200, Appendix II (F) and 37 CFR. §401.3, FTA Master Agreement (30) at Sections 17 and 18, FTA C 4220.1F at Appendix D

Applicability - Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (less than $3,500). If the federal award meets the definition of "funding agreement" under 37 CFR. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Authority intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 CFR. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the

Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

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

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

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

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

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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

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

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

Flow Down Requirements - The Patent Rights and Rights in Data requirements flow down to all third party contractors and their contracts at every tier that meet the definition of a research-type project under 37 U.S.C. § 401.2.

26. Special Department of Labor (DOL) EEO clause for Construction Projects.

Authority - Executive Order 11246, 41 CFR § 60-1.4(b), FTA Master Agreement (30) at Section 12(d), FTA C 4220.1F at Appendix D

Applicability – Federal or federally assisted construction contracts and subcontracts in excess of $10,000.

Additional Equal Opportunity Clauses for Construction Contracts.

The equal opportunity clause published at 41 CFR 60-1.4(a) and published at 41 CFR 601.4(b) in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." are incorporated herein by reference. In addition to those clauses, the following applies to all construction contracts in excess of $10,000.

(Full language follows):

Equal Opportunity Clause

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every

subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Flow Down Requirements - The Special Department of Labor (DOL) EEO clause for Construction Projects requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the recipient or subrecipient.

27. Disadvantaged Business Enterprises (DBEs).

Authority - 49 CFR. Part 26, 49 CFR. § 26.13(b), FTA Master Agreement (30) at Section 12e(4)(ii), FTA C 4220.1F at Appendix D

Applicability - all contracts

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 and with section 1101(b) of SAFETEA LU, 23 U.S.C.§101.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted 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 JTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. The successful Bidder/Offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Flow Down Requirements - The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. Note that it is the JTA's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the JTA to make sure it intervenes to monitor compliance. The onus for compliance is on the JTA.

28. Recycled Products (Solid Wastes).

Authority - 42 U.S.C. § 6962, 40 CFR. Part 247, 2 CFR. Part § 200.323, FTA Best Procurement Practices Manual, FTA C 4220.1F at Appendix D

Applicability –All contracts over $10,000 for items designated by the EPA Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2. The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR. Part 247.

Flow Down Requirements - These requirements flow down to all applicable subcontracts at all tiers.

29. ADA Access.

Authority – 49 U.S.C. § 5301, 29U.S.C. § 794, 42 U.S.C. § 12101, FTA Master Agreement (30) at Section 12(h), FTA C 4220.1F at Appendix D-3.

Applicability – all contracts

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of sections 503 and 504 of the

Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:
(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR. Part 37;
(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR. Part 27;
(3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR. Part 38;
(4) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 40 CFR Part 39;
(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR. Part 35;
(6) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR. Part 36;
(7) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 CFR. Subpart 101-19;
(8) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR. Part 1630;
(9) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR. Part 64, Subpart F;
(10) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;
(11) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR. Part 609;
(12) FTA Circular 4710.a, "Americans with Disabilities Act: Guidance," and
(13) Other applicable federal civil rights and nondiscrimination regulations and guidance; and
(14) Any implementing requirements FTA may issue.

Flow Down Requirements - This section applies to subcontractors at all tiers.

30. Veterans Preference.

Authority – 49 USC § 5325(k), FTA Master Agreement (30) at Section 16(u)

Applicability – all contracts

To the extent practicable, the Contractor agrees it:

(1) Will give a hiring preference to veterans, as defined in 5 USC § 2108, who have the skills and abilities required to perform construction work required for a capital project supported with funds made available or appropriated for 49 USC chapter 53; and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability or a former employee.

Flow Down Requirements – None.

31. Motor Carrier Safety

Authority - FTA Master Agreement (30) at Section 33

Applicability - all contracts

Contractor agrees that it will comply with the applicable economic and insurance registration requirements of the:

(1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 CFR. Part 387, if it is engaged in operations requiring compliance with 49 CFR. Part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone;

(2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 CFR. Part 387, and reduce the amount of insurance the Authority must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;

(3) The safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 CFR. Parts 390 – 397, to the extent applicable; and

(4) The driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 CFR. Part 383, and "State Compliance with Commercial Driver's License," 49 CFR. Part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Controlled Substances and Alcohol Use and Testing," 49 CFR. Part 382, and implementing federal guidance, to the extent applicable.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

32. Safe Operation of Motor Vehicles.

Authority - FTA Master Agreement (30) at Section 34(a)(2) and (b)(3)

Applicability - all contracts

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

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

Contractor is also to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

33. Protection of Sensitive and Personally Identifiable Information

Authority - FTA Master Agreement (30) Section 36(c), US DOT Common Rules

Applicability - all contracts

Contractor must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

34. Trafficking in Persons

Authority - Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction, FTA Master Agreement (30) at Section 4(f)

Applicability - all contracts

Contractor agrees that it and its employees that participate in the Contract, may not:

Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect;

Procure a commercial sex act during the period of time that the Contract is in effect; or

Use forced labor in the performance of the Contract or subagreements thereunder.

Violation of this provision provides JTA the right to unilaterally terminate the Contract.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

35. Federal Tax Liability and Recent Felony Convictions

Authority - 2019 Pub. L 116-6; FTA Master Agreement (30) at Section 4(g), DOT Order 4200.6.

Applicability - all contracts

By submitting a bid or otherwise attempting to enter into a contract with the JTA, the undersigned Contractor certifies that it:

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

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

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

36. Construction Site Safety

Authority - Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, 40 U.S.C. § 3701 et seq.; U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR. Part 1904; "Occupational Safety and Health Standards," 29 CFR. Part 1910; and "Safety and Health Regulations for Construction," 29 CFR. Part 1926, and FTA Master Agreement (30) at Section 24a(4)

Applicability - all construction contracts

The Contractor agrees that it will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in the Project or related activities, including the: (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and (ii) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR. Part 1904;

"Occupational Safety and Health Standards," 29 CFR. Part 1910; and "Safety and Health Regulations for Construction," 29 CFR Part 1926.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

37. Domestic Preferences for Procurements

Authority - 2 CFR Part 200 Appendix II (L); 2 CFR. § 200.322

Applicability - all contracts

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this Contract.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Authority - 2 CFR Part 200 Appendix II (K); 2 CFR. § 200.216

Applicability - all contracts

(a) The Authority and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

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

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

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

(ii) Telecommunications or video surveillance services provided by such

entities or using such equipment.

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

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

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

39. Bus Testing.

Authority - 49 U.S.C. § 5318(e) and 49 CFR. Part 665, FTA Master Agreement (30) at Section 16(m)

Applicability - Rolling stock, except minivans

Contractor shall comply with 49 U.S.C 5323 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (Limitation on Certain Rolling Stock Procurements), and their implementing regulations including the FTA's implementing regulation 49 CFR Part 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.

Flow Down Requirements - none.

40. Pre-Award and Post-Delivery Audit Requirements.

Authority - 49 U.S.C. 5323(m) and 49 CFR. Part 663, FTA Master Agreement (30) at Section 16(m)

Applicability - Rolling stock

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

Flow Down Requirements – none.

41. FTA Clauses Required when DBE Threshold Has Been Met

Applicability – all contracts where there is DBE Participation

a. **Contract Assurance.** 49 CFR Part 26.13

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26.13 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

b. **Monitoring the Performance of other Program Participants.** 49 CFR Part 26.37

The JTA will monitor each DOT funded contract with DBE participation to ensure that all work committed to DBEs at contract award or subsequently (as a result of contract modification) is actually performed by the DBEs to which the work was committed. Site visit will be conducted periodically by staff. Contractors' Request for Payment forms will be monitored to ensure that DBEs are being paid in accordance to their signed agreements.

All Prime Contractors will be required to self-report all payments received from the JTA into the B2GNow (Contract Compliance Tracking System). This system tracks payments made to the prime contractor and all payments made by the prime to any subcontractors, to include DBEs, and the timeliness of those payments in accordance to JTA's Prompt Payment Clause.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

c. Prompt Payment. 49 CFR Part 26.29(a)

Contractors are required to pay all subcontractors for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the JTA. Failure to comply may result in future withholdings of prime contractor's reimbursements and/or other sanctions until the prime contractor ensure all subcontractors are being promptly paid for all work performed.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

d. Return of Retainage. 49 CFR Part 26.29(b), FY2019 FTA Procurement System Review Guide at P11.

Contractor is required to ensure prompt and full payment of retainage to all subcontractors within thirty (30 days) after the subcontractor's work is satisfactorily completed. Contractor is prohibited from holding retainage from subcontractors until the project is completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the JTA. When JTA has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

e. Termination for Convenience (DBE). 49 CFR Part 26.53

No prime contractor will terminate for convenience a DBE subcontractor that was listed and agreed to perform a project task (or an approved substitute DBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without prior written consent from JTA's Diversity & Equity Program Office.
The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the prime contractor obtains written consent form JTA's Diversity & Equity Program Office; and unless the consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Appropriate administrative remedies will be invoked to any Prime Contractor that terminates and/or removes a DBE firm/s for convenience. Those remedies may include requirement to pay terminated DBE firm/s; withholding of future payments and/or retainage; and/or disbarment from future consideration of project awards with the JTA.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

42. Conformance with ITS National Architecture

Authority - FTA Master Agreement (30) at Section 16(l), SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455

Applicability – Information Technology System (ITS) Projects

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

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro-purchases ($10,000 or less)

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.

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.

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, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as
amended by FAST Act, 49 CFR Part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, 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.
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 eedition 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.

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.S.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.

Geographic Restrictions.
All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

In-State Bus Dealer Restrictions.
The Recipient agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided in 49 U.S.C. § 5325(i).

Organizational Conflicts of Interest.
The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Project Labor Agreements.
As a condition of a third party contract award, the Recipient may require the Third Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a Project Labor Agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009 (74 Fed. Reg. 6985).

Force Account.
The Recipient agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

FTA Technical Review.
The Recipient agrees that FTA may review and approve the Recipient's technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.

Relationship of the Award to Third Party Contract Approval.
The Recipient agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non- competitive third party contract associated with the Award, unless FTA indicates otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only.
Non Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal OMB Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Uniform Guidance. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted, whereby records must be available for review or audit by appropriate officials of the cognizant Federal agency and the U.S. Governmental Accountability Office (GAO). Non- Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the Florida Department of Transportation. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the Florida Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of the Uniform Guidance may result in suspension or termination of Federal award payments.

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.
Non-urbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Title 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as Uniform Guidance) agrees to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Uniform Guidance.

Exhibit 'B' – Technical Specifications

(On the following pages)

P-23-030 State of Florida Heavy Duty Buses

Technical Specifications Matrix - 30' 35' and 40' Bus

This form must be filled out completely for each bus size. Please check the appropriate box for the proposed component technical specification to indicate whether it Exceeds, Meets, or Does Not Meet the solicitation technical specification provided in the solicitation. Please provide the technical specifications for the proposed component in the Comments section for each bus size applicable. If you have an "or equal" substitution or an alternative option to the Base Bus technical specification , Check the box for Alternative Option and provide the technical specs and information about the product for evaluation. You may add lines to the spreadsheet, as necessary, for any technical specification category that may have multiple alternative options in order to capture all available options for each specification.

	30 Foot Bus						35 Foot Bus						40 Foot Bus					
Item	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment
TS 5.1 Weight	X						X						X					
TS 5.2 Capacity	X						X						X					
TS 5.3 Service	X						X						X					
TS 5.4 Maintenance & Inspection	X						X						X					
TS 5.5 Interchangeability	X						X						X					
TS 5.6 Training	X						X						X					
TS 5.6.1 Technical/Service Representatives	X						X						X					
TS 5.7 Operating Environment	X						X						X					
TS 5.8.1 Interior Noise	X						X						X					
TS 5.8.2 Exterior	X						X						X					
TS 5.9 Fire Safety	X						X						X					
TS 5.9.1 - Materials	X						X						X					
TS 5.10 Fire Suppression	X	X					X						X					
TS 5.11 Respect for the Environment	X						X						X					
TS 6 Physical Size	X						X						X					
TS 6.1 Bus Length	X						X						X					
TS 6.2 Bus Width	X						X						X					
TS 6.3 Bus Height	X						X						X					
TS 6.4 Step Height - Transit Coach	X						X						X					
TS 6.5 Underbody Clearance	X						X						X					
TS 6.6 Ramp Clearances	X						X						X					
TS 6.7 Ground Clearance	X						X						X					
TS 6.8 Floor Height - Transit Coach	X						X						X					
TS 6.9 Interior Headroom	X						X						X					

	30 Foot Bus						35 Foot Bus						40 Foot Bus					
Item	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment
TS 7 Power Requirements	X						X						X					
TS 7.1 Top Speed	X						X						X					
TS 7.2 Gradability	X						X						X					
TS 7.3 Acceleration TS 7.3.1 Non Hybrid	X						X						X					
TS7.3.2 Acceleration Hybrid	X						X						X					
TS 7.4 Operating Range	X						X						X					
TS 7.4.1 Diesel	X						X						X					
TS 7.4.2 CNG	X						X						X					
TS 7.4.3 Hybrid	X						X						X					
TS 8 Fuel Economy (Design Operating Profile)							X						X					
TS 9 Engine	X						X						X					
TS 9.1 Engine (CNG)	X						X						X					
TS 9.2 Propulsion System (Hybrid) TS9.2.1 Propulsion System Description	X						X						X					
TS 9.2.2 Propulsion System Service	X						X						X					
TS 9.2.3 Energy Storage and Controller	X						X						X					
TS 9.2.4 Hybrid System Controller (HSC)	X						X						X					
TS 9.2.5 Engine	X						X						X					
TS 10 Cooling Systems	X						X						X					
TS 10 Cooling Systems	X						X						X					
TS 10.1 Engine Cooling	X						X						X					
TS 10.1.1 Radiator Screen	X						X						X					
TS 10.1.2 Coolant	X						X						X					
TS 10.1.3 Drive Design	X						X						X					
TS 10.1.4 Mounting	X						X						X					
TS 10.2 Charge Air Cooling	X						X						X					
TS 10.3 Transmission Cooling	X						X						X					
TS 10.4 Hybrid Drive System Cooling	X						X						X					
TS 11 Transmission (Conventional Powertrain)	X						X						X					

	30 Foot Bus						35 Foot Bus						40 Foot Bus					
Item	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment
TS 11.1 Base Bus Voith D864.5 or Latest Model	X						X						X					
TS 11.1.1 Nominal Brake Pedal	X						X						X					
TS 11.1.2 Brake Pedal Application	X						X						X					
TS 11.2 No Automatic Neutral Function	X						X						X					
TS 12 Retarder	X						X						X					
TS 12.1 Standard Requirement for Retarder Activation	X						X						X					
TS 12.2 Accessible Retarder Disable Switch	X						X						X					
TS 13 Mounting	X						X						X					
TS 13.1 Service	X						X						X					
TS 13.1.1 Engine Bypass	X						X						X					
TS 13.1.2 Engine oil Pressure and Coolant Temperature Display	X						X						X					
TS 14 Hydraulic Systems	X						X						X					
TS 14.1 Fluid Lines	X						X						X					
TS 14.2 Fitting and Clamps	X						X						X					
TS 14.3 Charge Air Piping	X						X						X					
TS 15 Radiator	X						X						X					
TS 16 Oil and Hydraulic Lines	X						X						X					
TS 17 Fuel TS 17.1 Fuel Lines	X						X						X					
TS 17.1.1 Fuel Lines, Diesel	X						X						X					
TS 17.1.2 Fuel Lines, CNG	X						X						X					
TS 17.2 Design and Construction TS 17.2.1 Design and Construction, Diesel	X						X						X					
TS 17.2.1.1 Installation	X						X						X					
TS 17.2.1.2 Labeling	X						X						X					
TS 17.2.1.3 Fuel Filter	X						X						X					
TS 17.2.1.1.4 OEM	X						X						X					
TS 17.2.2 CNG Fuel Containers/Cylinders	X						X						X					
TS 17.2.2.1 Installation	X						X						X					
TS 17.2.2.2 Labeling	X						X						X					

	30 Foot Bus						35 Foot Bus						40 Foot Bus					
Item	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment
TS 17.2.2.3 Pressure Relief Devices	X						X						X					
TS 17.2.2.5 Fueling System	X						X						X					
TS 17.2.2.7 Defueling System	X						X						X					
TS 18 Emissions and Exhaust TS 18.1 Exhaust Emissions	X						X						X					
TS 18.2 Exhaust System	X						X						X					
TS 18.3 Exhaust After Treatment Diesel Exhaust Fluid Injection	X						X						X					
TS 18.4 Particulate After Treatment	X						X						X					
TS 19 General TS 19.1 Design	X						X						X					
TS 20 Altoona Testing	X						X						X					
TS 10.1 Structural Validation	X						X						X					
TS 20.1.1 Frame Material	X						X						X					
TS 20.1.2 Distortion	X						X						X					
TS 21 Resonance and Vibration	X						X						X					
TS 21.1 Engine Compartment Bulkheads	X						X						X					
TS 21.2 Crashworthiness	X						X						X					
TS 22 Corrosion TS 22.1 Corrosion Resistance Requirements	X						X						X					
TS 23 Towing	X						X						X					
TS 23.1 No Provision of Glad-Hand Type Connectors for Towing	X						X						X					
TS 23.2 Lifted (Supported) Front Axle and Flat Towing Capability	X						X						X					
TS 24 Jacking / Yellow Pads	X						X						X					
TS 25 Hoisting	X						X						X					
TS 26 Floor TS 26.1 Bi-Level Floor Design	X						X						X					
TS 26.2 Strength	X						X						X					
TS 27 Platforms TS17.2 Driver's Area	X						X						X					
TS 27.2 Driver's Platform	X						X						X					
TS 27.3 Farebox	X						X						X					
TS 27.4 Rear Step Area to Rear Area	X						X						X					

	30 Foot Bus						35 Foot Bus						40 Foot Bus					
Item	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment
TS 28 Wheel Housing TS 28.1 Design and Construction	X						X						X					
TS 28.2 Design and Construction	X						X						X					
TS 28.3 Bellows	X						X						X					
TS 29 Suspension TS 29.1 General Requirements	X						X						X					
TS 29.2 Alignment	X						X						X					
TS 29.3 Springs and Shock Absorbers TS 29.3.1 Suspension Travel	X						X						X					
TS 29.3.2 Damping	X						X						X					
TS 29.3.3 Lubrication / Standard Grease Fittings	X						X						X					
TS 29.3.4 Kneeling	X						X						X					
TS 20 Wheels and Tires TS 30.1 Wheels / Base Bus	X						X						X					
TS 30.1.1 Tire Pressure	X						X						X					
TS 30.1.2 Standard Non-Locking Lug Nut	X						X						X					
TS 30.2 Tires	X						X						X					
TS 31 Steering	X						X						X					
TS 31.1 Steering Axle / Solid Beam Axle and Grease-Type Front Bearings and Seals	X						X						X					
TS 31.1.1 Oiled Type Front Bearings	X						X						X					
TS 31.2 Steering Wheel TS 31.2.1 Turning Effort	X						X						X					
TS 31.2.2 Steering Wheel, General	X						X						X					
TS 31.2.3 Steering Column Tilt	X						X						X					
TS 31.2.4 Steering Wheel Telescopic Adjustment	X						X						X					
TS 32 Drive Axle / Solid Beam Axle and Grease-Type Bearings and Seals	X						X						X					
TS 33 Turning Radius	X						X						X					
TS 34 Brakes TS 34.1 Service Brake	X						X						X					
TS 34.2 Actuation	X						X						X					
TS 34.3 Friction Material	X						X						X					
TS 34.4 Hubs and Drums	X						X						X					
TS 34.5 Hubs and Discs	X						X						X					

	30 Foot Bus						35 Foot Bus						40 Foot Bus					
Item	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment
TS 34.6 Parking/Emergency Brake	X						X						X					
TS 35 Interlocks TS 35.1 Passenger Door Interlocks	X						X						X					
TS 35.1.1 Accelerator and Brake Interlock	X						X						X					
TS 36 Pneumatic System TS 36.1 General	X						X						X					
TS 36.2 Air Compressor	X						X						X					
TS 36.3 Air Lines and Fittings	X						X						X					
TS 36.4 Air Reservoirs	X						X						X					
TS 36.5 Air System Dryer	X						X						X					
TS 37 Overview																		
TS 37.1 Modular Design	X						X						X					
TS 37.2 Network Communication Requirements	X						X						X					
TS 38 Environmental and Mounting Requirements	X						X						X					
TS 38.1 Hardware Mounting	X						X						X					
TS 39 General Electrical Requirements TS 39.1 Batteries TS 39.1.1 Low-Voltage Batteries (24V)	X						X						X					
TS 39.1.1.1 Same Size Terminal Ends	X						X						X					
TS 39.1.2 Battery Cables	X						X						X					
TS 39.1.2.1 Color Code Each Voltage	X						X						X					
TS 39.1.3 Jump Start Connector	X						X						X					
TS 39.1.4 Battery Compartment	X						X						X					
TS 39.1.5 Auxiliary Electronic Power Supply	X						X						X					
TS 39.1.6 Master Battery Switch	X						X						X					
TS 39.1.6.1 Single Switch	X						X						X					
TS 39.1.7 Low-Voltage Generation and Distribution	X						X						X					
TS 39.1.8 Circuit Protection	X						X						X					
TS 39.2 Grounds	X						X						X					
TS 39.3 Low Voltage/Low Current Wiring and Terminals	X						X						X					
TS 39.4 Electrical Components	X						X						X					

	30 Foot Bus						35 Foot Bus						40 Foot Bus					
Item	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment
TS 39.5 Electrical Compartments	X						X						X					
TS 40 General Electronic Requirements	X						X						X					
TS 40.1 Wiring and Terminals	X						X						X					
TS 40.1.1 Discrete I/O (Inputs/Outputs)	X						X						X					
TS 40.1.2 Shielding	X						X						X					
TS 40.1.3 Communications	X						X						X					
TS 49.1.4 Radio Frequency (RF)	X						X						X					
TS 40.1.5 Audio	X						X						X					
TS 41 Multiplexing TS 41.1 General	X						X						X					
TS 41.1.1.1 Base Bus	X						X						X					
TS 41.1.1.2 Other							X						X					
TS 41.2 System Configuration	X						X						X					
TS 41.2.1 I/O Signals	X						X						X					
TS 42 Data Communications TS 42.1 General	X						X						X					
TS 42.2 Drivetrain Level	X						X						X					
TS 42.2.1 Diagnostics, Fault Detection and Data Access	X						X						X					
TS 42.2.2 Programmability (Software)	X						X						X					
TS 42.3 Multiplex Level TS 42.3.1 Data Access	X						X						X					
TS 42.3.2 Diagnostics and Fault Detection	X						X						X					
TS 42.3.3 Programmability (Software)	X						X						X					
TS 42.4 Electronic Noise Control	X						X						X					
TS 43 Driver's Area Controls TS 43.1 General	X						X						X					
TS 43.2 Glare	X						X						X					
TS 43.3 Visors/Sun Shades	X						X						X					
TS 43.3.1 Windows Behind the Driver	X						X						X					
TS 43.4 Driver's Controls	X						X						X					
TS 43.5 Normal Bus Operation Instrumentation and Controls	X						X						X					

	30 Foot Bus						35 Foot Bus						40 Foot Bus					
Item	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment
TS 43.6 Driver Foot Controls	X						X						X					
TS 43.6.1 Pedal Angle	X						X						X					
TS 43.6.2 Pedal Dimensions and Position	X						X						X					
TS 43.7 Brake and Accelerator Pedals	X						X						X					
TS 43.8 Driver Foot Switches TS 43.8.1 Turn Signal Controls	X						X						X					
TS 43.8.2 Foot Switch Control	X						X						X					
TS 44 Driver's Amenities TS 44.1 Coat Hanger	X						X						X					
TS 44.2 Drink Holder	X						X						X					
TS 44.3 Storage Box	X						X						X					
TS 45 Windshield Wipers and Washers TS 45.1 Windshield Wipers	X						X						X					
TS 45.1.1 Air Operated System	X						X						X					
TS 45.2 Windshield Washers	X						X						X					
TS 46 Driver's Seat	X						X						X					
TS 46.1 Dimensions	X						X						X					
TS 46.1.1 Seat Pan Cushion Length	X						X						X					
TS 46.1.1.1 Seat Pan Cushion	X						X						X					
TS 46.1.2 Seat Pan Cushion Slope	X						X						X					
TS 46.1.3 Seat Base Fore/Aft Adjustment	X						X						X					
TS 46.1.4 Seat Pan Cushion Width	X						X						X					
TS 46.1.5 Seat Suspension	X						X						X					
TS 46.1.6 Seat Back	X						X						X					
TS 46.1.7 Headrests	X						X						X					
TS 46.1.8 Seat Back Lumbar Support	X						X						X					
TS 46.1.9 Seat Back Angle Adjustment	X						X						X					
TS 46.2 Seat Belt	X						X						X					
TS 46.2.1 Lap	X						X						X					
TS 46.4 Seat Control Locations	X						X						X					

	30 Foot Bus						35 Foot Bus						40 Foot Bus					
Item	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment
TS 46.5 Seat Structure and Materials	X						X						X					
TS 46.6 Pedestal	X						X						X					
TS 46.7 Mirrors TS 46.7.1 Exterior Mirrors	X						X						X					
TS 46.7.1.1 Flat Mirrors on Both Sides	X						X						X					
TS 46.7.1.2 Curbside Mirrors	X						X						X					
TS 46.7.1.3 Remote Adjustment of Curbside Mirror	X						X						X					
TS 46.7.1.4 Street-Side Mirrors	X						X						X					
TS 46.7.2 Interior Mirrors	X						X						X					
TS 47 Windows General	X						X						X					
TS 48 Windshield	X						X						X					
TS 48.1 Glazing	X						X						X					
TS 48.1.1 Shaded Brand	X						X						X					
TS 48.1.2 Two Piece Windshield	X						X						X					
TS 49 Driver's Side Window	X						X						X					
TS 49.1 Standard Driver's Side Window, Traditional Frame	X						X						X					
TS 50 Side Windows TS 50.1 Configuration	X						X						X					
TS 50.2 Emergency Exit (Egress) Configuration	X						X						X					
TS 50.2.1 Standard Passenger Side Window Configurations	X						X						X					
TS 50.2.3 Traditional Frame	X						X						X					
TS 50.3 Configuration	X						X						X					
TS 50.4 Materials - Safety Glass Glazing Panels	X						X						X					
TS 50.4.1.1 The 55 % Luminous Transmittance	X						X						X					
TS 50.4.1.2 The 27% Luminous Transmittance	X						X						X					
TS 50.4.1 Safety Glass Glazing Panels	X						X						X					
TS 50.5 Rear Window	X						X						X					
TS 51 Capacity and Performance	X						X						X					
TS 51.1 Allow Either Roof or Rear Mounted HVAC Unit	X						X						X					

	30 Foot Bus						35 Foot Bus						40 Foot Bus					
Item	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment
TS 51.2 Capacity and Performance Requirements	X						X						X					
TS 52 Controls and Temperature Uniformity	X						X						X					
TS 52.1.1.1 Manual Mode Selection of Climate Control System	X						X						X					
TS 52.1.1.2 Single Control Set point at 70 Degrees Fahrenheit	X						X						X					
TS 52.1 Auxiliary Heater	X						X						X					
TS 53 Air Flow TS 53.1 Passenger Area	X						X						X					
TS 53.1.1 No "Fresh Air" Requirements	X						X						X					
TS 53.2 Driver's Area	X						X						X					
TS 53.3 Controls for the Climate Control System (CCS)	X						X						X					
TS 53.4 Driver's Compartment Requirements	X						X						X					
TS 53.5 Driver's Cooling	X						X						X					
TS 54 Air Filtration	X						X						X					
TS 55 Roof Ventilators	X						X						X					
TS 55.1 One Roof Ventilator	X						X						X					
TS 56 Maintainability	X						X						X					
TS 57 Entrance/Exit Area Heating	X						X						X					
TS 58 Floor Level heating TS 58.1 Transit Coach	X						X						X					
TS 59 Design	X						X						X					
TS 59.1 Materials	X						X						X					
TS 59.2 Roof Mounted Equipment	X						X						X					
TS 60 Pedestrian Safety	X						X						X					
TS 61 Repair and Replacement TS 61.1 Side Body Panels	X						X						X					
TS 62 Rain Gutters	X						X						X					
TS 63 License Plate Provisions	X						X						X					
TS 63.1 Rub Rails	X						X						X					
TS 64 Fender Skirts	X						X						X					
TS 65 Wheel Covers	X						X						X					

	30 Foot Bus						35 Foot Bus						40 Foot Bus					
Item	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment
TS 65.1 Splash Aprons	X						X						X					
TS 66 Service Compartments and Access Doors TS 66.1 Access Doors	X						X						X					
TS 66.2 Access Door Latch/Locks	X						X						X					
TS 67 Bumpers TS 67.1 Location	X						X						X					
TS 67.2 Front Bumper	X						X						X					
TS 67.3 Rear Bumper	X						X						X					
TS 67.4 Bumper Material	X						X						X					
TS 68 Finish and Color TS 68.1 Appearance	X						X						X					
TS 68.1.1 Base Coat/Clear Coat Paint System	X						X						X					
TS 69 Decals Numbering and Signing	X						X						X					
TS 69.1 Passenger information	X						X						X					
TS 70 Exterior Lighting	X						X						X					
TS 70.1.1 Standard Lamps	X						X						X					
TS 70.1.1 Standard Size	X						X						X					
TS 70.1 Doorway Lighting	X						X						X					
TS 70.3 Turn Signals	X						X						X					
TS 70.4 Headlights	X						X						X					
TS 70.5 Brake Lights TS 70.5.1 Transit Coach	X						X						X					
TS 70.6 Service Area Lighting (Interior and Exterior)	X						X						X					
TS 71 Panels and Finishes General Requirements	X						X						X					
TS 72 Interior Panels	X						X						X					
TS 72.1 Driver Area Barrier TS 72.1.1 Transit Coach	X						X						X					
TS 72.2 Modesty Panels	X						X						X					
TS 72.3 Front End	X						X						X					
TS 72.4 Rear Bulkhead	X						X						X					
TS 72.5 Headlining	X						X						X					
TS 72.6 Fastening	X						X						X					

	30 Foot Bus						35 Foot Bus						40 Foot Bus					
Item	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment
TS 72.7 Insulation	X						X						X					
TS 72.8 Floor Covering	X						X						X					
TS 72.9 Interior Lighting	X						X						X					
TS 72.10 Passenger TS 72.10.1 First Row Lights	X						X						X					
TS 72.10.2 First Light Modules Dim/Extinguish When Front Door is Closed	X						X						X					
TS 72.11 Driver's Area	X						X						X					
TS 72.12 Seating Areas	X						X						X					
TS 72.13 Vestibules/Doors	X						X						X					
TS 72.14 Step Lighting	X						X						X					
TS 72.15 Ramp Lighting	X						X						X					
TS 72.16 Farebox Lighting	X						X						X					
TS 73 Fare Collection	X						X						X					
TS 74 Interior Access Panels and Doors	X						X						X					
TS 74.1 Floor Panels	X						X						X					
TS 75 Passenger Seating TS 75.1 Arrangements and Seat Style	X						X						X					
TS 75.1.1 Forward-Facing Seat Configuration	X						X						X					
TS 75.2 Rearward Facing Seats	X						X						X					
TS 75.3 Padded Inserts/Cushioned Seats	X						X						X					
TS 75.4 Seat Back Fitness	X						X						X					
TS 75.5 Drain Hole in Seats	X						X						X					
TS 75.6 Hip-to-Knee Room	X						X						X					
TS 75.7 Foot Room	X						X						X					
TS 75.8 Aisles	X						X						X					
TS 75.9 Dimensions	X						X						X					
TS 75.10 Structure and Design	X						X						X					
TS 75.11 Construction and Materials	X						X						X					
TS 76 Passenger Assets	X						X						X					

	30 Foot Bus						35 Foot Bus						40 Foot Bus					
Item	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment
TS 76.1 Assists	X						X						X					
TS 76.2 Front Doorway	X						X						X					
TS 76.3 Vestibule	X						X						X					
TS 76.4 Rear Doorway	X						X						X					
TS 76.5 Overhead	X						X						X					
TS 76.6 Longitudinal Seat Assists	X						X						X					
TS 76.7 Wheel Housing Barriers/Assists	X						X						X					
TS 77 Passenger Doors TS 77.1 Transit Coach	X						X						X					
TS 77.1.1 Front Door	X						X						X					
TS 77.1.2 Rear Door	X						X						X					
TS 77.2 Materials and Construction	X						X						X					
TS 77.3 Dimensions TS 77.3.1 Transit Coach	X						X						X					
TS 77.4 Door Glazing - Upper Section	X						X						X					
TS 77.4.1 Door Glazing - Front Door Panel	X						X						X					
TS 77.5 Door Projection TS 77.5.1 Exterior	X						X						X					
TS 77.5.2 Interior	X						X						X					
TS 77.6 Door Height Above Pavement	X						X						X					
TS 77.7 Closing Force	X						X						X					
TS 77.7.1 Rear Door Closing Force	X						X						X					
TS 77.8 Actuators	X						X						X					
TS 77.9 Emergency Operations	X						X						X					
TS 77.10 Door Control	X						X						X					
TS 77.11 Door Controller TS 77.1 Transit Coach	X						X						X					
TX 77.12 Door Open/Close	X						X						X					
TS 78 Accessibility Provisions	X						X						X					
TS 78.1 Loading Systems	X						X						X					
TS 78.2 Lift	X						X						X					

	30 Foot Bus						35 Foot Bus						40 Foot Bus					
Item	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment	Base Bus (X)	Alternative Option (X)	Exceeds	Meets	Does Not Meet	Comment
TS 78.3 Loading System for 30 to 40 ft Low Floor Bus	X						X						X					
TS 78.4 Wheelchair Accommodations	X						X						X					
TS 78.5 Interior Circulation	X						X						X					
TS 78.6 Lift Door	X						X						X					
TS 78.7 Lift Width	X						X						X					
TS 78.8 Lighting Requirements	X						X						X					
TS 78.9 Securement System	X						X						X					
TS 78.10 Roof Ventilation/Escape Hatches	X						X						X					
TS 79 Destination Signs	X						X						X					
TS 80 Passenger Information and Advertising TS 80.1 Interior Displays	X						X						X					
TS 80.2 Exterior Displays	X						X						X					
TS 81 Passenger Stop Request/Exit Signs TS 81.1 Transit Coach	X						X						X					
TS 81.2 Signal Chime TS 81.2.1 Transit Coach	X						X						X					
TS 82 Communications TS 82.1 Camera Surveillance System	X						X						X					
TS 82.2 Public Address System	X						X						X					
TS 82.2.1 Speakers	X						X						X					
TS 82.3 Automatic Passenger Counter (APC)	X						X						X					
TS 82.4 Radio Handset and Control System TS 82.4.1 Drivers Speaker	X						X						X					
TS 82.4.2 Handset	X						X						X					
TS 82.4.3 Driver Display Unit (DDU)	X						X						X					
TS 82.4.4 Emergency Alarm	X						X						X					
TS 83 Event Data Recorders (EDR)	X						X						X					

Exhibit 'C' – Scope of Work

(On the following pages)

Scope of Work

STATE OF FLORIDA HEAVY DUTY TRANSIT BUSES - 30', 35', 40'

P-23-030

In submitting a proposal, please note on the Technical Matrix separate document, whether your proposal exceeds, meets, or does not meet the technical specification. Provide comments explaining your response.

Any and all references to brand names should interpreted to be a Brand Name or Equal requirement.

TECHNICAL SPECIFICATIONS GENERAL

TS 1. Scope

Technical specifications define requirements for heavy-duty transit buses and commuter coaches, which, by the selection of specifically identified alternative configurations, may be used for both suburban express service and general service on urban arterial streets. Buses shall have a minimum expected life of twelve (12) years or 500,000 miles, whichever comes first, and are intended for the widest possible spectrum of passengers, including children, adults, the elderly, and people with disabilities.

TS 2. Definitions

Alternative: An alternative specification condition to the default bus configuration. The TRANSIT AGENCY may define alternatives to the default configuration to satisfy local operating requirements. Alternatives for the default configuration will be clearly identified.
Ambient Temperature: The temperature of the surrounding air. For testing purposes, the ambient temperature must be between 16°C (50°F) and 38°C (100°F).
Analog Signals: A continuously variable signal that is solely dependent upon magnitude to express information content.
NOTE: Analog signals are used to represent the state of variable devices such as rheostats, potentiometers, temperature probes, etc.
Audible Discrete Frequency: An audible discrete frequency is determined to exist if the sound power level in any 1/3-octave band exceeds the average of the sound power levels of the two adjacent 1/3-octave bands by 4 decibels (dB) or more.
Battery Compartment: Low-voltage energy storage, i.e., 12/24 VDC batteries.
Battery Management System (BMS): Monitors energy, as well as temperature, cell or module voltages, and total pack voltage. The BMS adjusts the control strategy algorithms to maintain the batteries at uniform state of charge and optimal temperatures.
Braking Resistor: Device that converts electrical energy into heat, typically used as a retarder to supplement or replace the regenerative braking.
Burst Pressure: The highest pressure reached in a container during a burst test.
Capacity (fuel container): The water volume of a container in gallons (liters).
Cells: Individual components (i.e., battery or capacitor cells).
Code: A legal requirement.
Combination Gas Relief Device: A relief device that is activated by a combination of high pressures or high temperatures, acting either independently or together.
Composite Container for CNG: A container fabricated of two or more materials that interact to facilitate the container design criteria.

Compressed Natural Gas (CNG): Mixtures of hydrocarbon gases and vapors consisting principally of methane in gaseous form that has been compressed for use as a vehicular fuel.
Container: A pressure vessel, cylinder or cylinders permanently manifolded together, used to store CNG.
Container Appurtenances: Devices connected to container openings for safety, control, or operating purposes.
Container Valve: A valve connected directly to a container outlet.
Curb Weight: Weight of vehicle, including maximum fuel, oil, and coolant; and all equipment required for operation and required by this Specification, but without passengers or driver.
dBA: Decibels with reference to 0.0002 microbar as measured on the "A" scale.
DC to DC Converter: A module that converts a source of direct current from one voltage level to another.
Default Configuration Bus: The bus described if no alternatives are selected. Signing, colors, the destination sign reading list and other information must be provided by the TRANSIT AGENCY.
Defueling: The process of removing fuel from a tank.
Defueling Port. Device that allows for vehicle defueling, or the point at which this occurs.
Destroyed: Physically made permanently unusable.
Discrete Signal: A signal that can take only pre-defined values, usually of a binary 0 or 1 nature, where 0 is battery ground potential and 1 is a defined battery positive potential.
DPF: Diesel particulate filter.
Driver's Eye Range: The 95th-percentile ellipse defined in SAE Recommended Practice J941, except that the height of the ellipse shall be determined from the seat at its reference height.
Energy Density: The relationship between the weight of an energy storage device and its power output in units of watt-hours per kilogram (Wh/kg).
Energy Storage System (ESS): A component or system of components that stores energy and for which its supply of energy is rechargeable by the on-vehicle system (engine/regenerative braking/ generator) or an off-vehicle energy source.
Fill Pressure for CNG: The pressure attained at the actual time of filling. Fill pressure varies according to the gas temperatures in the container, which are dependent on the charging parameters and the ambient conditions. The maximum dispensed pressure shall not exceed 125 percent of service pressure.
Flow Capacity: For natural gas flow, this is the capacity in volume per unit time (normal cubic meters/minute or standard cubic feet per minute) discharged at the required flow rating pressure.
Fuel Line: The pipe, tubing, or hose on a vehicle, including all related fittings, through which natural gas passes.
Fusible Material: A metal, alloy, or other material capable of being melted by heat.
Fire Resistant: Materials that have a flame spread index of less than 150 as measured in a radiant panel flame test per ASTM-E 162-90.
Fireproof: Materials that will not burn or melt at temperatures less than 2000°F.
Free Floor Space: Floor area available to standees, excluding the area under seats, area occupied by feet of seated passengers, the vestibule area forward of the standee line, and any floor space indicated by manufacturer as non-standee areas, such as the floor space "swept" by passenger doors during operation. Floor area of 1.5 sq. ft. shall be allocated for the feet of each seated passenger protruding into the standee area.
Fuel Management System: Natural gas fuel system components that control or contribute to engine air fuel mixing and metering, and the ignition and combustion of a given air-fuel mixture. The fuel management system would include, but is not limited to, reducer/regulator valves, fuel metering equipment (e.g., carburetor, injectors), sensors (e.g., main throttle, waste gate).

GAWR (Gross Axle Weight Rated): The maximum total weight as determined by the axle manufacturer, at which the axle can be safely and reliably operated for its intended purpose.
Gross Load: 150lbs for every designed passenger seating position, for the driver, and for each 1.5 sq. ft. of free floor space.
GVW (Gross Vehicle Weight): Curb weight plus gross load.
GVWR (Gross Vehicle Weight Rated): The maximum total weight as determined by the vehicle manufacturer, at which the vehicle can be safely and reliably operated for its intended purpose.
High Pressure: Those portions of the CNG fuel system that see full container or cylinder pressure.
High Voltage (HV): Greater than 50 V (AC and DC).
Hose: Flexible line.
Hybrid: A vehicle that uses two or more distinct power sources to propel the vehicle.
Hybrid System Controller (HSC): Regulates energy flow throughout hybrid system components in order to provide motive performance and accessory loads, as applicable, while maintaining critical system parameters (voltages, currents, temperatures, etc.) within specified operating ranges.
Hybrid Drive System (HDS): The mechanical and/or electromechanical components, including the engine, traction motors and energy storage system, which comprise the traction drive portion of the hybrid propulsion system.
Intermediate Pressure: The portion of a CNG system after the first pressure regulator, but before the engine pressure regulator. Intermediate pressure on a CNG vehicle is generally from 3.5 to 0.5 MPa (510 to 70 psi)
Inverter: A module that converts DC to and from AC.
Labeled: Equipment or materials to which has been attached a label, symbol, or other identifying mark of an organization, which is acceptable to the authority having jurisdiction and concerned with product evaluation, which maintains periodic inspection of production labeled equipment or materials, and by who's labeling the manufacturer indicates compliance with appropriate standards or performance in a specified manner.
Leakage: Release of contents through a Defect or a crack. See *Rupture*.
Line: All tubes, flexible and hard, carry fluids.
Liner: Inner gas-tight container or gas container to which the overwrap is applied.
Local Regulations: Regulations below the state level.
Low-Floor Bus: A bus that, between at least the front (entrance) and rear (exit) doors, has a floor sufficiently low and level so as to remove the need for steps in the aisle between the doors and in the vicinity of these doors.
Low Voltage (LV):50 V or less (AC and DC).
Lower Explosive Limit: The lowest concentration of gas where, given an ignition source, combustion is possible.
Maximum Service Temperature: The maximum temperature to which a container/cylinder will be subjected in normal service.
Metallic Hose: A hose whose strength depends primarily on the strength of its metallic parts; it can have metallic liners or covers, or both.
Metering Valve: A valve intended to control the rate of flow of natural gas.
Module: An assembly of individual components
Motor (Electric): A device that converts electrical energy into mechanical energy.
Motor (Traction): An electric motor used to power the driving wheels of the bus.
Operating Pressure: The varying pressure developed in a container during service.

Physical Layer: The first layer of the seven-layer International Standards Organization (ISO) Open Systems Interconnect (OSI) reference model. This provides the mechanical, electrical, functional, and procedural characteristics required to gain access to the transmission medium (e.g., cable) and is responsible for transporting binary information between computerized systems.
Pipe: Nonflexible line.
Pressure Relief Device (PRD): A pressure and/or temperature activated device used to vent the container/cylinder contents and thereby prevent rupture of an NGV fuel container/cylinder, when subjected to a standard fire test as required by fuel container/cylinder standards.

> **NOTE:** Since this is a pressure-activated device, it may not protect against rupture of the container when the application of heat weakens the container to the point where its rupture pressure is less than the rated burst pressure of the relief device, particularly if the container is partially full.

Power: Work or energy divided by time
Power Density: Power divided by mass, volume, or area.
Propulsion System: System that provides propulsion for the vehicle proportional to operator commands. Includes, as applicable, engine, transmission, traction motors, the hybrid drive system, (HDS), energy storage system (ESS), and system controllers including all wiring and converter/inverter.
Real-Time Clock (RTC): Computer clock that keeps track of the current time.
Regenerative Braking: Deceleration of the bus by switching motors to act as generators, which return vehicle kinetic energy to the energy storage system.
Rejectable Damage: In terms of NGV fuel containers/cylinders, this is damage as outlined in CGA C-6.4, "Methods for External Visual Inspection of Natural Gas Vehicle Fuel Containers and Their Installations," and in agreement with the manufacturer's recommendations.
Retarder: Device used to augment or replace some of the functions of primary friction based braking systems of the bus.
Rupture: Sudden and unstable damage propagation in the structural components of the container resulting in a loss of contents. See *Leakage*.
Seated Load: 150lbs for every designed passenger seating position and for the driver.
SLW (Seated Load Weight): Curb weight plus seated load.
Serial Data Signals. A current loop-based representation of ASCII or alphanumeric data used for transferring information between devices by transmitting a sequence of individual bits in a prearranged order of significance.

> **NOTE:** An example is the communication that takes place between two or more electronic components with the ability to process and store information.

Service Pressure: The settled pressure at a uniform gas temperature of 21°C (70°F) and full gas content. It is the pressure for which the equipment has been constructed, under normal conditions. Also referred to as the nominal service pressure or working pressure.
Settled Pressure: The gas pressure when a given settled temperature, usually 21°C (70°F), is reached.
Settled Temperature: The uniform gas temperature after any change in temperature caused by filling has dissipated.
Solid State Alternator: A module that converts high-voltage DC to low-voltage DC (typically 12/24 V systems).
Sources of Ignition: Devices or equipment that because of their modes of use or operation, are capable of providing sufficient thermal energy to ignite flammable compressed natural gas-air mixtures when introduced into such a mixture, or when such a mixture comes into contact with them.
Special Tools: Tools not normally stocked by the TRANSIT AGENCY.

Specification: A particular or detailed statement, account or listing of the various elements, materials, dimensions, etc. involved in the manufacturing and construction of a product.
Standard: A firm guideline from a consensus group. Standards referenced in "Section 6: Technical Specifications" are the latest revisions unless otherwise stated.
Standee Line: A line marked across the bus aisle to designate the forward area that passengers may not occupy when the bus is moving.
State of Charge (SOC): Quantity of electric energy remaining in the battery relative to the maximum rated amp-hour (Ah) capacity of the battery expressed in a percentage. This is a dynamic measurement used for the energy storage system. A full SOC indicates that the energy storage system cannot accept further charging from the engine-driven generator or the regenerative braking system.
Stress Loops: The "pigtails" commonly used to absorb flexing in piping.
Structure: The basic body, including floor deck material and installation, load-bearing external panels, structural components, axle mounting provisions and suspension beams and attachment points.
Thermally Activated Gas Relief Device: A relief device that is activated by high temperatures and generally contains a fusible material.

> **NOTE:** Since this is a thermally activated device, it does not protect against over- pressure from improper charging practices.

Wheelchair: A mobility aid belonging to any class of three- or four-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. A "common wheelchair" is such a device that does not exceed 30 in. in width and 48 in. in length measured 2 in. above the ground and does not weigh more than 600 lbs. when occupied.

TS 3. Referenced Publications
The documents or portions thereof referenced within this specification shall be considered part of the requirements of the specification. The edition indicated for each referenced document is the current edition, as of the date of the APTA issuance of this specification.

TS 4. Legal Requirements
The Proposer shall comply with all applicable federal, state, and local regulations. These shall include but not be limited to ADA, as well as state and local accessibility, safety, and security requirements. Local regulations are defined as those below the state level.
Buses shall meet all applicable FMVSS regulations and shall accommodate all applicable FMCSR regulations in effect at the location of the TRANSIT AGENCY and the date of manufacture.
In the event of any conflict between the requirements of these specifications and any applicable legal requirement, the legal requirement shall prevail. Technical requirements that exceed the legal requirements are not considered to conflict.

TS 5. Overall Requirements
The Proposer shall ensure that the application and installation of major bus subcomponents and systems are compliant with all such subcomponent vendors' requirements and recommendations. Proposer and TRANSIT AGENCY shall identify subcomponent vendors that shall submit installation/application approval documents with the completion of a pilot or lead bus.
Components used in the vehicle shall be of heavy-duty design and proven in transit service.

TS 5.1 Weight

DEFAULT
It shall be a design goal to construct each bus as light in weight as possible without degradation of safety, appearance, comfort, traction, or performance.
Buses at a capacity load shall not exceed the tire factor limits, brake test criteria or structural design criteria.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 5.2 Capacity
DEFAULT
The vehicle shall be designed to carry the gross vehicle weight, which shall not exceed the bus GVWR.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 5.3 Service Life
DEFAULT
The minimum useful design life of the bus in transit service shall be at least twelve (12) years or 500,000 miles. It shall be capable of operating at least 40,000 miles per year, including the 12th year.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 5.4 Maintenance and Inspection
DEFAULT

Scheduled maintenance tasks shall be related and shall be in accordance with the manufacturer's recommended preventative maintenance schedule (along with routine daily service performed during the fueling operations). Test ports, as required, shall be provided for commonly checked functions on the bus, such as air intake, exhaust, hydraulic, pneumatic, charge-air and engine cooling systems. The coach manufacturer shall consider the routine problems of maintaining the vehicle. All coach components and systems, both mechanical and electrical, which will require periodic physical Work or inspection processes shall be installed so that a minimum of time is consumed in gaining access to the critical repair areas. It shall not be necessary to disassemble portions of the coach structure and/or equipment such as seats and flooring under seats to gain access to these areas. Each coach shall be designed to facilitate the disassembly, reassembly, servicing, or maintenance, using tools and equipment that are normally available as standard commercial items.
Requirements for the use of unique specialized tools will be minimized. The body and structure of the coach shall be designed for ease of maintenance and repair. Individual panels or other equipment that may be damaged in normal service shall be repairable or replaceable. Ease of repair shall be related to the vulnerability of the item to damage in service. The Proposer shall provide a list of all special tools and pricing required for maintaining this equipment. Said list shall be submitted as a supplement to the Pricing Schedule.

> **NOTE:** Tools such as compartment door keys, bellows gauges and other tools that are required for daily maintenance and inspections shall not be included in the special tool list and shall be furnished for each coach.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 5.5 Interchangeability
DEFAULT
Unless otherwise agreed, all units and components procured under this Contract, whether provided by Suppliers or manufactured by the Proposer, shall be duplicates in design, manufacture, and installation to ensure interchangeability among buses in each order group in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the buses. These components shall include, but are not limited to, passenger window hardware, interior trim, lamps, lamp lenses and seat assemblies. Components with non-identical functions shall not be, or appear to be, interchangeable.

Any one component or unit used in the construction of these buses shall be an exact duplicate in design, manufacture, and assembly for each bus in each order group in this Contract. Proposer shall identify and secure approval for any changes in components or unit construction provided within a Contract.

In the event that the Proposer is unable to comply with the interchangeability requirement, the Proposer must notify the TRANSIT AGENCY and obtain the TRANSIT AGENCY's prior written approval, including any changes in pricing.

The TRANSIT AGENCY shall review proposed product changes on a case-by-case basis and shall have the right to require extended warranties to ensure that product changes perform at least as well as the originally supplied products.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 5.6 Training
DEFAULT

NOTE: The following is illustrative; the TRANSIT AGENCY should carefully specify its training requirements.

The Proposer shall have at least one qualified instructor who shall be available at the TRANSIT AGENCY's property for calendar days between the hours of 7:00am-3:30pm and per month for 1 month prior to, and 6 months after, acceptance of the first bus. Instructor(s) shall conduct schools and advise the personnel of the TRANSIT AGENCY on the proper operation and maintenance of the equipment. The Proposer also shall provide visual and other teaching aids (such as manuals, slide presentations and literature) for use by the TRANSIT AGENCY's own training staff, which become the property of the TRANSIT AGENCY.

NOTE: The TRANSIT AGENCY should insert language that specifies the hours when it wants the training to occur, the total number of hours of instruction it wants to be provided, what items it expects the curriculum to cover and the format in which it expects the training and teaching aids to be provided (print, DVD, etc.).

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 5.6.1 Technical/Service Representatives
DEFAULT

The Proposer shall, at its own expense, have one or more competent technical service representatives available on request to assist the TRANSIT AGENCY in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period. This does not relieve the Proposer of responsibilities under the provisions of "Section 7: Warranty Requirements."

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 5.7 Operating Environment
DEFAULT
The bus shall achieve normal operation in ambient temperature ranges of 10 ºF to 115 ºF, at relative humidity between 5 percent and 100 percent, and at altitudes up to 3000 ft. above sea level. Degradation of performance due to atmospheric conditions shall be minimized at temperatures below 10 °F, above 115 °F or at altitudes above 3000 ft. Altitude requirements above 3000 ft. will need separate discussions with the engine manufacturer to ensure that performance requirements are not compromised. Speed, gradability and acceleration performance requirements shall be met at, or corrected to, 77 °F, 29.31 in. Hg, dry air per SAEJ1995.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 5.8 Noise
TS 5.8.1 Interior Noise
DEFAULT
The combination of inner and outer panels and any material used between them shall provide sufficient sound insulation so that a sound source with a level of 80 dBA measured at the outside skin of the bus shall have a sound level of 65 dBA or less at any point inside the bus. These conditions shall prevail with all openings, including doors and windows, closed and with the engine and accessories switched off.
The bus-generated noise level experienced by a passenger at any seat location in the bus shall not exceed 80 dBA. The driver area shall not experience a noise level of more than 75 dBA. Measurements of interior noise levels shall be taken in accordance with SAEJ2805. An exception shall be made for the turntable area, which shall be considered a separate environment.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 5.8.2 Exterior Noise
DEFAULT

Airborne noise generated by the bus and measured from either side shall not exceed 80dBA under full power acceleration when operated at 0 to 35 mph at curb weight. The maximum noise level generated by the bus pulling away from a stop at full power shall not exceed 83 dBA. The bus-generated noise at curb idle shall not exceed 65dBA.If the noise contains an audible discrete frequency, a penalty of 5 dBA shall be added to the sound level measured. The Proposer shall comply with the exterior noise requirements defined in local laws and ordinances identified by the TRANSIT AGENCY andSAEJ366.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 5.9 Fire Safety
DEFAULT
The bus shall be designed and manufactured in accordance with all applicable fire safety and smoke emission regulations. These provisions shall include the use of fire-retardant/low-smoke materials, fire detection systems, bulkheads, and facilitation of passenger evacuation.
Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 5.9.1 Materials
DEFAULT
All materials used in the construction of the passenger compartment of the bus shall be in accordance with the Recommended Fire Safety Practices defined in FMVSS 302.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 5.10 Fire Suppression
DEFAULT
Fogmaker- 35 DEG Fluid. 6 Engine compartment nozzles

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 5.11 Respect for the Environment
DEFAULT
In the design and manufacture of the bus, the Proposer shall make every effort to reduce the amount of potentially hazardous waste. In accordance with Section 6002 of the Resource Conservation and Recovery Act, the Proposer shall use, whenever possible and allowed by the specifications, recycled materials in the manufacture of the bus.

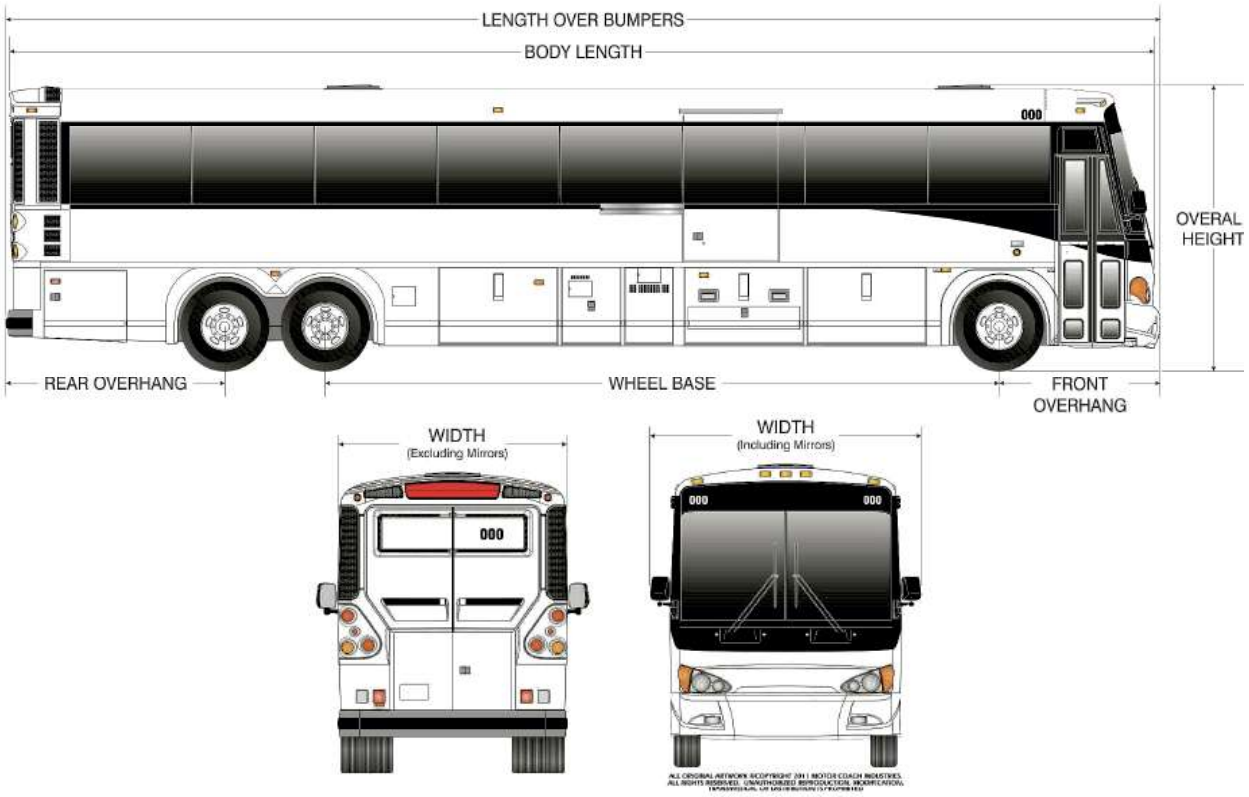
Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DIMENSIONS
TS 6. Physical Size
With exceptions such as exterior mirrors, marker and signal lights, bumpers, fender skirts, washers, wipers, ad frames, cameras, object detection systems, bicycle racks, feelers and rub rails, the bus shall have the following overall dimensions as shown in **Figure 1** at static conditions and design height.

FIGURE 1

Transit Bus Exterior Dimensions



TS 6.1 Bus Length
For ease of use, the following tolerances will be allowable for each given bus length. Bus length is determined as the measurement from bumper to bumper.

30ft bus: 29 ft., 11 in. to 34ft, 11 in.
35ft bus: 35ft to 39ft, 11 in.
40ft bus: 40ft to 44ft, 11 in.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 6.2 Bus Width
TS 6.2.1 Transit Coach
DEFAULT

102 in. Width Bus
Body width shall be 102 in. (+0, -1 in.).

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 6.3 Bus Height
DEFAULT
Maximum Overall Height
Maximum overall height shall be 140 in., including all rigid, roof-mounted items such as A/C, exhaust, fuel system and cover, etc.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 6.4 Step Height
TS 6.4.1 Transit Coach
DEFAULT

The step height shall not exceed 16.5 in. at either doorway without kneeling and shall not exceed in. at the step. A maximum of two steps are allowed to accommodate a raised aisle floor in the rear of the bus.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 6.5 Underbody Clearance
DEFAULT
The bus shall maintain the minimum clearance dimensions as defined and shown in Figure 2of SAE Standard J689, regardless of load up to the gross vehicle weight rating.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:
TS 6.6 Ramp Clearances
DEFAULT

REFER TO TABLE 2A.

The approach angle is the angle measured between a line tangent to the front tire static loaded radius arc and the initial point of structural interference forward of the front tire to the ground.

The departure angle is the angle measured between a line tangent to the rear tire static loaded radius arc and the initial point of structural interference rearward of the rear tire to the ground.

The breakover angle is the angle measured between two lines tangent to the front and rear tire static loaded radius and intersecting at a point on the underside of the vehicle that defines the largest ramp over which the vehicle can roll.

TABLE 2A
Default Breakover Angle

Angle	**30 to 40ft Bus**
Approach	8.6 deg. (min.)
Front breakover	8 deg. (min.)
Departure	8.6 deg. (min.)

Our specification being proposed for the section above (circle one below):

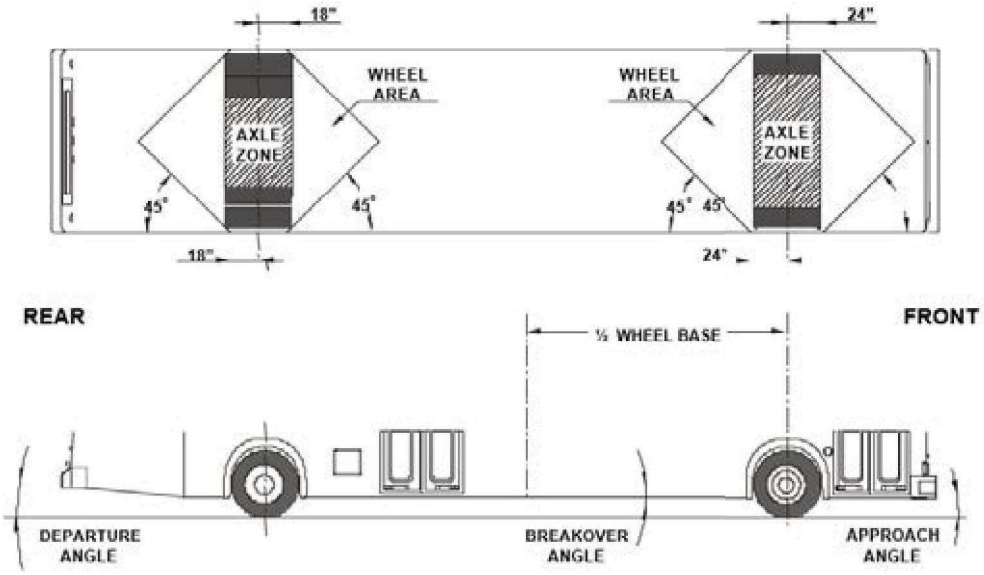
EXCEEDS MEETS DOES NOT MEET
Comment:

TS 6.7 Ground Clearance
DEFAULT
Ground clearance shall be no less than 9 in., (8 in. at jacking pad) except within the axle zone and wheel area.

Axle zone clearance, which is the projected area between tires and wheels on the same axial centerline, shall be no less than 5.4 in.

Wheel area clearance shall be no less than 8 in. for parts fixed to the bus body and 6 in. for parts that move vertically with the axles.

– **FIGURE 2**
Transit Bus Minimum Road Clearance



Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 6.8 Floor Height TS 6.8.1 Transit Coach
DEFAULT
The height of the step above the street shall be no more than 16 in. measured at the centerline of the front and rear doorway. All floor measurements shall be with the bus at the design running height and on a level surface and with the standard installed tires. A maximum of two steps are allowed to accommodate a raised aisle floor in the rear of the bus.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 6.9 Interior Headroom
DEFAULT

Headroom above the aisle and at the centerline of the aisle seats shall be no less than 78 in. in the forward half of the bus tapering to no less than 74 in. forward of the rear settee. At the centerline of the window seats, headroom shall be no lower than 65 in., except for parcel racks and reading lights, if specified. Headroom at the back of the rear bench seat may be reduced to a minimum of 56 in., but it shall increase to the ceiling height at the front of the seat cushion. In any area of the bus directly over the head of a seated passenger and positioned where a passenger entering or leaving the seat is prone to strike his or her head, padding shall be provided on the overhead paneling.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

VEHICLE PERFORMANCE

TS 7. Power Requirements

The propulsion system shall be sized to provide sufficient power to enable the bus to meet the defined acceleration, top speed and gradeability requirements, and operate all propulsion-driven accessories using actual road test results and computerized vehicle performance data.

TS 7.1 Top Speed

DEFAULT

The bus shall be capable of achieving a top speed of 65 mph on a straight, level road at GVWR with all accessories operating. The bus shall be capable of safely maintaining the vehicle speed according to the recommendations by the tire manufacturer.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 7.2 Gradeability

DEFAULT

Gradeability requirements shall be met on grades with a dry commercial asphalt or concrete pavement at GVWR with all accessories operating.

The propulsion system shall enable the bus to achieve and maintain a speed of 40 mph on a 2½ percent ascending grade and 15 mph on a 10 percent ascending grade continuous.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 7.3 Acceleration
TS 7.3.1 Non-Hybrid
DEFAULT
The acceleration shall meet the requirements in **Table 3** below and shall be sufficiently gradual and smooth to prevent throwing standing passengers off-balance. Acceleration measurement shall commence when the accelerator is depressed.

TABLE 3
Maximum Start Acceleration Times on a Level Surface[1]

Speed (mph)	Maximum time (seconds)
10	5
20	10
30	18
40	30
50	60
Top speed	

1. Vehicle weight = GVWR

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 7.3.2 Acceleration Hybrid
DEFAULT

The propulsion and braking systems shall meet the performance requirements of the Duty Cycle.

Braking application and performance shall remain consistent regardless of hybrid system state of charge (SOC) or other variances related to regenerative braking.

The system shall be programmable to allow optimization of acceleration and deceleration rate. Performance may be affected when reprogramming. The manufacturer shall supply the new performance data.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 7.4 Operating Range
The operating range of the coach shall be designed to meet the operating profile as stated in the "Design Operating Profile" section.

DEFAULT
TS 7.4.1 Diesel
The operating range of the coach when run on the FTA ABD Cycle shall be at least 350 miles (560 km) or 20 hours with full fuel capacity.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 7.4.2 CNG
DEFAULT
The operating range of the coach when run on the FTA ABD cycle shall be at least 350 miles or 20 hours with an initial gas-settled pressure of 3600 psi at 70°F.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 7.4.3 Hybrid
DEFAULT

The operating range of the coach when run on the design operating profile "Design Operating Profile" shall be at least 350 miles on a full tank of fuel.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 8. Fuel Economy (Design Operating Profile)
DEFAULT
Test results from the FTA ABD Cycle economy tests or other applicable test procedures shall be provided to the TRANSIT AGENCY. Results shall include vehicle configuration and test environment information. Fuel economy data shall be provided for each design operating profile. The design operating profile is assumed to be defined by the FTA ABD Cycle.

Fuel economy tests shall be run on these four duty cycles:

- Manhattan: 6.8 mph
- Orange County: 12.7 mph
- UDDS: 19 mph
- Idle time

The TRANSIT AGENCY will provide a percentage of each duty cycle that is representative of its service.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

POWERPLANT
TS 9. Engine
DEFAULT
The engine shall comply with applicable local, state and/or federal emissions and useful life requirements. The engine shall have a design life of not less than 300,000 miles without replacement or major service. The lifetime estimate is based on the design operating profile.

The engine shall be equipped with an electronically controlled management system, compatible with either 12 or 24 V power distribution. The engine control system shall be capable of transmitting and receiving electronic inputs and data from other drivetrain components and broadcasting that data to other vehicle systems. Communication between electronic drivetrain components and other vehicle systems shall be made using the communications networks. The engine's electronic management system shall monitor operating conditions and provide instantaneous adjustments to optimize both engine and bus performance. The system shall be programmable to allow optimization of programmable features.

The engine starting system shall be protected by an interlock that prevents its engagement when the engine is running. Special equipment or procedures may be employed to start the bus when exposed to temperatures less than 30 °F for a minimum of four hours without the engine in operation. All cold weather starting aids, engine heating devices and procedures shall be of the type recommended by the engine manufacturer and approved by the TRANSIT AGENCY. The integration of all systems on the vehicle relative to engine idle speed shall be the responsibility of the vehicle manufacturer to meet the requirements of the transit property.

The engine control system shall protect the engine against progressive damage. The system shall monitor conditions critical for safe operation and automatically derate power and/or speed and initiate engine shutdown as needed.

Automatic Engine Protection/Shutdown Override Feature
A control shall be available to the operator/driver that when constantly depressed and released will delay the engine shutdown or allow the bus to be moved. Override action shall be recorded. This data shall be retrievable by the TRANSIT AGENCY.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 9.1 Engine (CNG)
The engine shall meet all regulatory requirements when operating on fuel equal to CARB Specifications for Compressed Natural Gas #2292.5.The four predominant characteristics that must be met are methane, ethane, butane and propane.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 9.2 Propulsion System (Hybrid)

DEFAULT

TS 9.2.1 Propulsion System Description
The bus shall be powered by a hybrid propulsion system. Function and operation of the bus shall be transparent to the bus operator and passengers. The OEM shall ensure that the bus structure can successfully accept the installation of the propulsion system and be operated on the stated duty-cycle for a period of 12 years without a structural failure. At a minimum, the propulsion system shall comply with applicable local, state and/or federal emissions and useful life requirements. The propulsion system shall comply with local, state, and federal (maintenance) and other applicable sections.

The hybrid drive system shall be rated for the GVWR or greater of the bus.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 9.2.2 Propulsion System Service
DEFAULT
The propulsion system shall be arranged so that accessibility for all routine maintenance is ensured. No special tools, other than dollies and hoists, shall be required to remove the
propulsion system or any subsystems. However, the TRANSIT AGENCY shall recognize that properly rated test equipment and safe electrical work practices are essential when servicing high-voltage hybrid components. The exhaust system, air cleaner, air compressor, starter (if used), alternator, radiator, all engine accessories, and any other component requiring service or replacement shall be easily removable. The Proposer shall provide all specialty tools and diagnostic equipment required for maintaining the propulsion system in accordance with the Special Tools List.
Primary Propulsion Unit and Traction Motor The propulsion system may be configured in a variety of methods dependent upon type of drive, series and/or parallel. The definition of motor in the context of this specification assumes that the device can provide or consume energy as well as provide or retard mechanical motion.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 9.2.3 Energy Storage and Controller
DEFAULT

Design and performance shall be provided to the TRANSIT AGENCY. Energy storage shall be of a commercial design capable of operating in the TRANSIT AGENCY transit environment. The primary charging of the energy storage system shall be accomplished by the on-board hybrid system controller and regenerative braking.

Thermal management will be provided to ensure optimal life and performance of the ESS over the environmental operating range.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 9.2.4 Hybrid System Controller (HSC)
DEFAULT
The HSC regulates energy flow throughout hybrid system components in order to provide motive performance and accessory loads, as applicable, while maintaining critical system parameters (e.g., voltages, currents, temperatures, etc.) within specified operating ranges.

The controller shall monitor and process inputs and execute outputs as appropriate to control the operation of all propulsion system components.

Energy storage system SOC correction methods stated in SAE J2711 shall be utilized.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 9.2.5 Engine
The engine and related emission systems shall meet all applicable emissions and design/durability guidelines and standards.

The Proposer shall provide the TRANSIT AGENCY with expected durability of the engine and related emission systems.

NOTE: The TRANSIT AGENCY will provide desired fuel type.
DEFAULT
Cummins ISL 280 H.P. Diesel

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET

Standard Requirements for a Fast Idle Device
The engine shall be equipped with an operator-controlled fast idle device. The fast idle control shall be a two-way switch mounted on the dash or side console and shall activate only with the transmission in neutral and the parking brake applied.

TS 10. Cooling Systems
The cooling systems shall be of sufficient size to maintain all engine and transmission fluids and engine intake air at safe, continuous operating temperatures during the most severe operations possible and in accordance with engine and transmission manufacturers' cooling system requirements. The cooling system fan controls should sense the temperatures of the operating fluids and the intake air, and if either is above safe operating conditions, the cooling fan should be engaged. The fan control system shall be designed with a fail-safe mode of "fan on." The cooling system shall meet the requirements stated in the operating environment.

TS 10.1 Engine Cooling
A means of determining satisfactory engine coolant level shall be provided. A spring-loaded, push-button type valve or lever shall be provided to safely release pressure or vacuum in the cooling system with both it and the water filler no more than ±60 in. above the ground. Both shall be accessible through the same access door.

The cooling fan shall be temperature controlled, allowing the engine to reach operating temperature quickly.

DEFAULT
The radiator and charge air cooler shall be of durable, corrosion-resistant construction with non- removable tanks.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 10.1.1 Radiator Screen
DEFAULT
No screen in front of radiator

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 10.1.2 Coolant
DEFAULT
Coolant Filtration without Supplemental Additives
The engine cooling system shall be equipped with a properly sized water filter with a spin-on element. The filter shall not release or contain supplemental coolant additives.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 10.1.3 Drive Design
DEFAULT
Electric Fans
The bus shall be equipped with an electric fan drive bus cooling system. A screen guard must be installed on electric motor fans per SAE J1308.
Base Bus - EMP Gen IV MH4 Fan System
Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 10.1.4 Mounting
DEFAULT
Standard Mounting Design
Mounting location of radiator and charge air cooler shall be the Proposer's standard design.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:
TS 10.2 Charge Air Cooling
DEFAULT

The charge air cooling system, also referred to as after-coolers or inter-coolers, shall provide maximum air intake temperature reduction with minimal pressure loss. The charge air radiator shall be sized and positioned to meet engine manufacturer's requirements. The charge air radiator shall not be stacked ahead of or behind the engine radiator and shall be positioned as close to the engine as possible unless integrated with the radiator. Air ducting and fittings shall be protected against heat sources and shall be configured to minimize restrictions and maintain sealing integrity.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 10.3 Transmission Cooling
DEFAULT
The transmission shall be cooled by a dedicated heat exchanger sized to maintain operating fluid within the transmission manufacturer's recommended parameters of flow, pressure, and temperature. The transmission cooling system shall be matched to the retarder and engine cooling systems to ensure that all operating fluids remain within recommended temperature limits established by each component manufacturer. The engine cooling system should provide coolant bypass flow to the transmission cooling system with the engine thermostats closed.
Unless otherwise noted, the transmission cooler is to be the first component to see cold water from the radiator outlet. In addition, all return water piping, aside from the thermostat bypass line, is to be plumbed in after the transmission cooler.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 10.4 Hybrid Drive System Cooling
DEFAULT
The thermal management system shall maintain hybrid system components within design operating temperature limits.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:
TS 11. Transmission (Conventional Powertrain)

The transmission shall be multiple speed, automatic shift with torque converter, retarder, and electronic controls. Gross input power, gross input torque and rated input speed shall be compatible with the engine. The transmission shall be designed to operate for not less than 300,000 miles on the design operating profile without replacement or major service. The transmission should be easily removable without disturbing the engine and accessible for service.

The electronic controls shall be capable of transmitting and receiving electronic inputs and data from other drivetrain components and of broadcasting that data to other vehicle systems.
Communication between electronic drivetrain components and other vehicle systems shall be made using the communications networks. Electronic controls shall be compatible with either 12
or 24 V power distribution, provide consistent shift quality, and compensate for changing conditions, such as variations in vehicle weight and engine power. At a minimum, drivetrain components consisting of the engine, transmission, retarder, ASR, and anti-lock braking systems shall be powered by a dedicated and isolated ignition supply voltage to ensure data communication among components exists when the vehicle ignition is switched to the "on" position.

DEFAULT
Base Bus- Voith D864.5, or Latest Model

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

DEFAULT
A nominal brake pedal application of 6 to 10 psi shall be required by the driver to engage forward, or reverse range from the neutral position to prevent sudden acceleration of the bus from a parked position.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

DEFAULT
A brake pedal application of 6 to 10 psi shall be required by the driver to engage forward, or reverse range from the neutral position to prevent sudden acceleration of the bus from a parked position.

Our specification being proposed for the section above (circle one below):
EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

DEFAULT
No Automatic Neutral Function
The transmission shall not incorporate an automatic neutral shift function.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 12. Retarder
DEFAULT
The powertrain shall be equipped with a retarder designed to extend brake lining service life. The application of the retarder shall cause a smooth blending of both retarder and service brake function and shall not activate the brake lights.

Actuation of ABS and/or automatic traction control (ATC) shall override the operation of the brake retarder.

Brake lights shall illuminate when the retarder is activated. Throttle Pedal Activation of the Retarder
The retarder shall become partially engaged (approximately one-third of its total application, with a resulting deceleration of no greater than 0.077g) when the throttle pedal is completely released. Maximum retarder shall be achieved when brake pedal is depressed prior to engagement of service brakes, with a maximum resulting deceleration of approximately 0.20g in an empty bus. The resulting decelerations specified include the effects of engine braking, wind resistance and rolling resistance.

The thermostatically controlled cooling fan shall be activated when the retarder is engaged, and the coolant temperature reaches the maximum operating temperature established by the engine and transmission manufacturers.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Standard Requirement for Retarder Activation
The retarder shall be adjustable within the limits of the powertrain and activated when the brake pedal is depressed. The TRANSIT AGENCY will work with the OEM/drive system manufacturer to determine retarder performance settings.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

DEFAULT
Accessible Retarder Disable Switch
The retarder disable switch shall be accessible to the seated driver.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 13. Mounting
DEFAULT
All power plant mounting shall be mechanically isolated to minimize transfer of vibration to the body structure and provide a minimum clearance of 0.75 in. Mounts shall control the movement of the power plant so as not to affect performance of belt-driven accessories or cause strain in piping and wiring connections to the power plant.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 13.1 Service
DEFAULT

The propulsion system shall be arranged for ease of access and maintenance. The Proposer shall list all special tools, fixtures or facility requirements recommended for servicing. The muffler, exhaust system, air cleaner, air compressor, starter, alternator, radiator, all accessories, and any other component requiring service or replacement shall be easily removable and independent of the engine and transmission removal. An engine oil pressure gauge and coolant temperature gauge shall be provided in the engine compartment. These gauges shall be easily read during service and mounted in an area where they shall not be damaged during minor or major repairs.

An air cleaner with a dry filter element and a graduated air filter restriction indicator shall be provided. The location of the air intake system shall be designed to minimize the entry of dust and debris and to maximize the life of the air filter. The engine air duct shall be designed to minimize the entry of water into the air intake system. Drainage provisions shall be included to allow any water/moisture to drain prior to entry into the air filter.

Engine oil and the radiator filler caps shall be hinged to the filler neck and closed with spring pressure or positive locks to prevent leakage. All fluid fill locations shall be properly labeled to help ensure that correct fluid is added. All fillers shall be easily accessible with standard funnels, pour spouts and automatic dispensing equipment. All lubricant sumps shall be fitted with magnetic-type drain plugs or magnets in pan.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
No engine bypass oil filter.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Engine Oil Pressure and Coolant Temperature Display
Engine oil pressure and coolant temperature gauges required in engine compartment.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 14. Hydraulic Systems
Hydraulic system service tasks shall be minimized and scheduled no more frequently than those of other major coach systems. All elements of the hydraulic system shall be easily accessible for service or unit replacement. Critical points in the hydraulic system shall be fitted with service ports so that portable diagnostic equipment may be connected or sensors for an off-board diagnostic system permanently attached to monitor system operation when applicable. A tamper- proof priority system shall prevent the loss of power steering during operation of the bus if other devices are also powered by the hydraulic system.

The hydraulic system shall operate within the allowable temperature range as specified by the lubricant manufacturer.

DEFAULT
No requirement for hydraulic system sensors.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 14.1 Fluid Lines
DEFAULT
All lines shall be rigidly supported to prevent chafing damage, Fatigue Failures, degradation, and tension strain. Lines should be sufficiently flexible to minimize mechanical loads on the components. Lines passing through a panel, frame or bulkhead shall be protected by grommets (or similar devices) that fit snugly to both the line and the perimeter of the hole that the line passes through to prevent chafing and wear. Pipes and fluid hoses shall not be bundled with or used to support electrical wire harnesses.

Lines shall be as short as practicable and shall be routed or shielded so that failure of a line shall not allow the contents to spray or drain onto any component operable above the auto-ignition temperature of the fluid.

All hoses, pipes, lines, and fittings shall be specified and installed per the manufacturer's recommendations.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 14.2 Fittings and Clamps
DEFAULT
All clamps shall always maintain a constant tension, expanding and contracting with the line in response to temperature changes and aging of the line material. The lines shall be designed for use in the environment where they are installed (for example, high-temperature resistant in the engine compartment, resistant to road salts near the road surface, and so on).

Compression fittings shall be standardized to prevent the intermixing of components. Compression fitting components from more than one manufacturer shall not be mixed, even if the components are known to be interchangeable.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 14.3 Charge Air Piping
DEFAULT
Charge air piping and fittings shall be designed to minimize air restrictions and leaks. Piping shall be as short as possible, and the number of bends shall be minimized. Bend radii shall be maximized to meet the pressure drop and temperature rise requirements of the engine manufacturer. The cross section of all charge air piping shall not be less than the cross section of the intake manifold inlet. Any changes in pipe diameter shall be gradual to ensure a smooth passage of air and to minimize restrictions. Piping shall be routed away from heat sources as practicable and shielded as required to meet the temperature rise requirements of the engine manufacturer.

Charge air piping shall be constructed of stainless steel, aluminized steel, anodized aluminum, or painted steel rated at minimum 1000 hours of salt spray according to ASTM B117, except between the air filter and turbocharger inlet, where piping may be constructed of flexible heat- resistant material. Connections between all charge air piping sections shall be sealed with a short section of reinforced hose and secured with stainless steel constant tension clamps that provide a complete 360deg seal.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 15. Radiator
DEFAULT
Radiator piping shall be stainless steel, brass tubing or painted steel rated at 1000 hours of salt spray according to ASTM B117 and where practicable, hoses shall be eliminated, including biodiesel. Necessary hoses shall be impervious to all bus fluids. All hoses shall be secured with stainless steel clamps that provide a complete 360deg seal. The clamps shall always maintain a constant tension, expanding and contracting with the hose in response to temperature changes and aging of the hose material.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 16. Oil and Hydraulic Lines
DEFAULT
Oil and hydraulic lines shall be compatible with the substances they carry. The lines shall be designed and intended for use in the environment where they are installed (for example, high- temperature resistant in the engine compartment, resistant to road salts near the road surface and so on). Lines within the engine compartment shall be composed of steel tubing where practicable, except in locations where flexible lines are required.

Hydraulic lines of the same size and with the same fittings as those on other piping systems of the bus, but not interchangeable, shall be tagged or marked for use on the hydraulic system only.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 17. Fuel
TRANSIT AGENCY to specify fuel type.

TS 17.1 Fuel Lines
DEFAULT

Fuel lines shall be securely mounted, braced, and supported as designed by the bus manufacturer to minimize vibration and chafing and shall be protected against damage, corrosion, or breakage due to strain or wear.

Manifolds connecting fuel containers shall be designed and fabricated to minimize vibration and shall be installed in protected locations to prevent line or manifold damage from unsecured objects or road debris.

Fuel hose and hose connections, where permitted, shall be made from materials resistant to corrosion and fuel and protected from fretting and high heat. Fuel hoses shall be accessible for ease of serviceability.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 17.1.1 Fuel Lines, Diesel
DEFAULT
TRANSIT AGENCY to specify fuel type.
Fuel lines shall be capable of carrying the type of fuel specified by the TRANSIT AGENCY (i.e., up to B20 type fuel).

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 17.1.2 Fuel Lines, CNG
DEFAULT
Fuel lines shall comply with NFPA-52. All tubing shall be a minimum of seamless Type 304 stainless steel (ASTM A269 or equivalent).Fuel lines and fittings shall not be fabricated from cast iron, galvanized pipe, aluminum, plastic or copper alloy with content exceeding 70 percent copper. Pipe fittings and hoses shall be clear and free from cuttings, burrs or scale. Pipe thread joining material that is impervious to CNG shall be utilized as required. Fuel lines shall be identifiable as fuel lines only.

High-pressure CNG lines shall be pressure tested to a minimum of 125 percent of system working pressure prior to fueling. CNG, nitrogen or clean, dry air shall be used to pressure-test the lines/assembly. The bus manufacturer shall have a documented procedure for testing the high-pressure line assembly.

Fuel lines shall be securely mounted, braced and supported using “split-block” type or stainless-steel P clamps; all mounting clamps shall be mounted to a rigid structure to minimize vibration and shall be protected against damage, corrosion, or breakage due to strain, rubbing or wear. “Floating clamps” (not mounted to a rigid structure) shall not be permitted. Fuel lines shall not be used to secure other components (wires, air lines, etc.).

Manifolds connecting fuel containers shall be designed and fabricated to minimize vibration and shall be installed in protected location(s) to prevent line or manifold damage from unsecured objects or road debris.

Fuel hose connections, where permitted, shall be less than 48 in. in length, made from materials resistant to corrosion and action of natural gas, and protected from fretting and high heat and shall be supported approximately every 12 in.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 17.2 Design and Construction
TS 17.2.1 Design and Construction, Diesel Fuel Tank(s)
DEFAULT
The fuel tank(s) shall be made of corrosion-resistant steel.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

Installation
DEFAULT
The fuel tank(s) shall be securely mounted to the bus to prevent movement during bus maneuvers.

The fuel tank(s) shall be equipped with an external, hex head, drain plug. It shall be at least a ⅜in. size and shall be located at the lowest point of the tank(s). The fuel tank(s) shall have an inspection plate or easily removable filler neck to permit cleaning and inspection of the tank(s) without removal from the bus. The tank(s) shall be baffled internally to prevent fuel-sloshing regardless of fill level. The baffles or fuel pickup location shall assure continuous full power operation on a 6 percent upgrade for 15 minutes starting with no more than 25 gal of fuel over the unusable amount in the tank(s).The bus shall operate at idle on a 6 percent downgrade for 30 minutes starting with no more than 10 gal of fuel over the unusable amount in the tank(s).

The materials used in mounting shall withstand the adverse effects of road salts, fuel oils and accumulation of ice and snow for the life of the bus.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

Labeling
DEFAULT
The capacity, date of manufacture, manufacturer name, location of manufacture, and certification of compliance to federal motor carrier safety regulations shall be permanently marked on the fuel tank(s). The markings shall be readily visible and shall not be covered with an undercoating material.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

Fuel Filler
DEFAULT
The fuel filler shall be located 7 to 32ft behind the centerline of the front door on the curbside of the bus. The filler cap shall be retained to prevent loss and shall be recessed into the body so that spilled fuel will not run onto the outside surface of the bus.

The fuel lines forward of the engine bulkhead shall be in conformance to SAE Standards.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:
DEFAULT
OEM to designate height of fuel filler.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

DEFAULT

Dry-Break Fuel Filler

The fuel filler shall accommodate a nozzle that forms a locked and sealed connection during the refueling process to eliminate spills. Fuel shall not be allowed to flow into the tank unless the nozzle has been properly coupled, locked, and sealed to the filler. With the nozzle open, fuel shall enter the tank at a fill rate of not less than 40 gal per minute of foam-free fuel without causing the nozzle to shut off before the tank is full. The nozzle shall automatically shut off when the tank is essentially full. Once disconnected, fuel shall not be allowed to flow through the nozzle at any time. Any pressure over 3 psi shall be relieved from the fuel tank automatically. An audible signal shall indicate when the tank is essentially full. The dry break system shall be compatible with the TRANSIT AGENCY's system. The fuel filler cap shall be hinged.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET

Comment:

TS 17.2.2 Design and Construction, CNG

Fuel Containers/Cylinders

CNG fuel containers/cylinders must be designed, constructed, manufactured, and tested in accordance with at least one of the following:

- NFPA 52-Standard for Compressed Natural Gas (CNG) Vehicular Fuel Systems
- FMVSS 304
- Any local standard(s) specifically intended for CNG fuel containers.

The design and construction of the fuel system supplied by the OEM shall comply with federal and local regulations.

Installation

Fuel cylinders shall be installed in accordance with ANSI/IAS NGV2 - 1998, "Basic Requirements for Compressed Natural Gas Vehicles (NGV) Fuel Containers" and NFPA 52, "Compressed Natural Gas (CNG) Vehicular Fuel Systems Code," 1998 edition, Section 303.In the case of a low-floor transit bus, the placement of tanks shall be limited to the roof of the vehicle or in the compartment above the engine of the vehicle.

Fuel cylinders, attached valves, pressure relief devices, and mounting brackets should be installed and protected so that their operation is not affected by bus washers and environmental agents such as rain, snow, ice, or mud. These components should be protected from significant damage caused by road debris or collision.

The roof and area above the engine mounted tanks shall be contained within a skeletal structure resembling a roll cage and contained within an enclosure. The enclosure shall incorporate a hinged clamshell type access. The access panels shall be designed to offer protection from weather and to be sacrificial as a means of providing an escape path to atmosphere upon rapid enclosure pressure rise. The latching method shall utilize quick-release captive hardware that can be demonstrated to last the life of the bus. Additional shielding shall be provided surrounding end fittings and valves as needed. Shields shall be attached to the bus structure hinged in a manner that permits one mechanic to unlatch and swing the shield open for routine inspections. As practical, electrical components shall not be located within the roof enclosure, and if unavoidable, they shall be intrinsically safe.

CNG fueled buses shall be equipped with an active automatic gas detection system, which shall annunciate unsafe levels of methane. The automatic gas detection system shall be integrated with an onboard fire suppression system.

DEFAULT
The access panels shall not be interlocked.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

Labeling
DEFAULT
CNG fuel systems shall be labeled in accordance with NFPA 52, “Compressed Natural Gas (CNG) Vehicular Fuel Systems Code,” 1998 edition.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

Pressure Relief Devices (PRDs)
DEFAULT

PRDs must be designed, constructed, manufactured, and tested in accordance with ANIS/IAS PRD1 - 1998, "Pressure Relief Devices for Natural Gas Vehicle (NGV) Fuel Containers" and ANSI/IAS NGV2-1998, "Basic Requirements for Compressed Natural Gas Vehicle (NGV) Fuel Containers." All natural gas fuel system piping, including the PRD vent line, shall be stainless steel. All PRDs must be vented to outside.

Valves
Valves must be installed in accordance with ANIS/IAS NGV2 - 1998, "Basic Requirements for Compressed Natural Gas Vehicle (NGV) Fuel Containers" and NFPA 52, "Standard for Compressed Natural Gas (CNG) Vehicular Fuel Systems."

Fuel Filler
The fuel filler shall be located 7 to 38 ft. (on a 30, 35 and 40ft coach) behind the centerline of the front door on a side determined by the TRANSIT AGENCY. The filler cap shall be retained to prevent loss and shall be recessed into the body.

The fill and vent receptacles shall be located within an enclosure on the right side of the bus. The access door shall be sized to allow full viewing of gauges, ease of hookups and maneuver of fuel nozzle.

The fuel fill receptacle and vent receptacle attachment shall be robust and capable of routine fueling connects/disconnects without deflection or metal fatigue, and capable of withstanding mechanical loads induced by a fueling drive-away incident without attachment failure.

No static ground plug shall be installed.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

Fueling System
DEFAULT
The CNG fueling port receptacle shall be an ANSI/AGA NGV1 or NGV2 certified receptacle as designated by the TRANSIT AGENCY. The coach shall be capable of being fueled by a nozzle determined by the TRANSIT AGENCY. The fueling port receptacle location shall be such that connection by fueling personnel can be performed without physical strain or interference. A dust cap shall be permanently "tethered" to the fueling port receptacle. The fueling port receptacle access door shall be equipped with an interlock sensor that disables the engine starting system when the access door is open, to prevent drive-aways. The interlock shall be of the type such that if the sensor fails, the coach will not start.

Fueling site characteristics such as pressure, flow rate and temperature shall be provided by the TRANSIT AGENCY.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET

Comment:

Defueling System
The CNG defueling port shall be an NGV-3.1/CGA-12.3 certified receptacle. The CNG defueling port shall be located on the curbside of the coach, in a location that is compatible with the TRANSIT AGENCY's defueling station operation. The defueling system shall incorporate the following characteristics:

Dust cap permanently "tethered" to the defueling port.
Device(s) to prevent inadvertent defueling. Specifications to be provided by TRANSIT AGENCY.
Components compatible with TRANSIT AGENCY's defueling operation.
The piping and fittings onboard the bus shall be sized to allow the fueling station to meet the following operating parameters:

DEFAULT
Fuel system shall be sized to allow a bus with 20,000 scf on board to defuel within 2.5 hours.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 18. Emissions and Exhaust
TS 18.1 Exhaust Emissions
The engine and related systems shall meet all applicable emission and engine design guidelines and standards.

TS 18.2 Exhaust System
The exhaust pipe shall be of sufficient height to prevent exhaust gases and waste heat from discoloring or causing heat deformation to the bus. The entire exhaust system shall be adequately shielded to prevent heat damage to any bus component, including the exhaust after treatment compartment area. The exhaust outlet shall be designed to minimize rain, snow or water generated from high-pressure washing systems from entering into the exhaust pipe and causing damage to the after treatment.

DEFAULT
Exhaust gases and waste heat shall be discharged from the roadside rear corner of the roof.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 18.3 Exhaust After treatment
An exhaust after treatment system will be provided to ensure compliance to all applicable EPA regulations in effect.

Diesel Exhaust Fluid Injection
DEFAULT
If required by the engine manufacturer to meet NOx level requirements specified by EPA, a DEF injection system will be provided. The DEF system will minimally include a tank, an injector, a pump, an ECM, and a selective catalytic converter. The tanks shall be designed to store DEF in the operating environment described in the "Operating Environment" section.

The DEF filler shall accommodate a standard nozzle. The nozzle shall automatically shut off when the tank is essentially full. The DEF filler cap shall be a screw-on cap and located curbside.

The DEF fluid lines shall be designed to prevent the DEF from freezing. The DEF injection system shall not be damaged from a cold soak at 10 °F.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 18.4 Particulate After treatment
DEFAULT
If required by the engine manufacturer to meet particulate level requirements specified by EPA, a particulate trap will be provided. The particulate trap shall regenerate itself automatically if it senses clogging. Regeneration cycles and conditions will be defined by the engine manufacturer.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

STRUCTURE
TS 19. General
TS 19.1 Design
DEFAULT

The structure of the bus shall be designed to withstand the transit service conditions typical of an urban or intercity duty cycle throughout its service life. The vehicle structural frame shall be designed to operate with minimal maintenance throughout the 12-year design operating profile. The design operating profile specified by the TRANSIT AGENCY shall be considered for this purpose.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 20. Altoona Testing
Prior to acceptance of first bus, the vehicle must have completed any FTA-required Altoona testing. Any items that require repeated repairs or replacement must undergo the corrective action with supporting test and analysis. A report clearly describing and explaining the failures and corrective actions taken to ensure that any and all such failures will not occur shall be submitted to the TRANSIT AGENCY.

DEFAULT
If available, the Altoona Test Report shall be provided to the TRANSIT AGENCY with the Proposal submittal. If not available, then the report shall be provided prior to first acceptance of bus.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 20.1 Structural Validation
DEFAULT
Baseline Structural Analysis
The structure of the bus shall have undergone appropriate structural testing and/or analysis. At minimum, appropriate structural testing and analysis shall include Altoona testing or finite element analysis (FEA).

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

DEFAULT
Frame Material
3CR12 Stainless Steel

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

Distortion
DEFAULT
The bus, loaded to GVWR and under static conditions, shall not exhibit deflection or deformation that impairs the operation of the steering mechanism, doors, windows, passenger escape mechanisms or service doors. Static conditions shall include the vehicle at rest with any one wheel or dual set of wheels on a 6 in. curb or in a 6 in. deep hole.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 21. Resonance and Vibration
DEFAULT
All structure, body, and panel-bending mode frequencies, including vertical, lateral, and torsional modes, shall be sufficiently removed from all primary excitation frequencies to minimize audible, visible, or sensible resonant vibrations during normal service.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 21.1 Engine Compartment Bulkheads
DEFAULT

The passenger and engine compartment shall be separated by fire-resistant bulkheads. The engine compartment shall include areas where the engine and exhaust system are housed. This bulkhead shall preclude or retard propagation of an engine compartment fire into the passenger compartment and shall be in accordance with the Recommended Fire Safety Practices defined in FTA Docket 90A, dated October 20, 1993. Only necessary openings shall be allowed in the bulkhead, and these shall be fire-resistant. Any passageways for the climate control system air shall be separated from the engine compartment by fire-resistant material. Piping through the bulkhead shall have fire-resistant fittings sealed at the bulkhead. Wiring may pass through the bulkhead only if connectors or other means are provided to prevent or retard fire propagation through the bulkhead. Engine access panels in the bulkhead shall be fabricated of fire-resistant material and secured with fire-resistant fasteners. These panels, their fasteners and the bulkhead shall be constructed and reinforced to minimize warping of the panels during a fire that will compromise the integrity of the bulkhead.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 21.2 Crashworthiness
The bus body and roof structure shall withstand a static load equal to 150 percent of the curb weight evenly distributed on the roof with no more than a 6 in. reduction in any interior dimension. Windows shall remain in place and shall not open under such a load. These requirements must be met without the roof-mounted equipment installed.

The bus shall withstand a 25-mph impact by a 4000lb automobile at any side, excluding doorways, along either side of the bus with no more than 3 in. of permanent structural deformation at seated passenger hip height. This impact shall not result in sharp edges or protrusions in the bus interior.

Exterior panels below 35 in. from ground level shall withstand a static load of 2000 lbs. applied perpendicular to the bus by a pad no larger than 5 sq. in. This load shall not result in deformation that prevents installation of new exterior panels to restore the original appearance of the bus.

DEFAULT
Side Impact Barriers

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 22. Corrosion
The bus flooring, sides, roof, understructure, and axle suspension components shall be designed to resist corrosion or deterioration from atmospheric conditions and de-icing materials for a period of 12 years or 500,000 miles, whichever comes first. It shall maintain structural integrity and nearly maintain original appearance throughout its service life, with the TRANSIT AGENCY's use of proper cleaning and neutralizing agents.

All materials that are not inherently corrosion resistant shall be protected with corrosion-resistant coatings. All joints and connections of dissimilar metals shall be corrosion resistant and shall be protected from galvanic corrosion. Representative samples of all materials and connections shall withstand a two-week (336-hour) salt spray test in accordance with ASTM Procedure B-117 with no structural detrimental effects to normally visible surfaces and no weight loss of over 1 percent.

DEFAULT
Corrosion-Resistance Requirements
All exposed surfaces and the interior surfaces of tubing and other enclosed members below the lower window line shall be corrosion resistant through application of a corrosion protection system.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 23. Towing
Each towing device shall withstand, without permanent deformation, tension loads up to 1.2 times the curb weight of the bus within 20 deg. of the longitudinal axis of the bus. If applicable, the rear towing device(s) shall not provide a toehold for unauthorized riders. The method of attaching the towing device shall not require the removal, or disconnection, of front suspension or steering components. Removal of the bike rack is permitted for attachment of towing devices.

DEFAULT
Shop air connectors shall be provided at the front and rear of the bus and shall be capable of supplying all pneumatic systems of the bus with externally sourced compressed air. The location of these shop air connectors shall facilitate towing operations.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

DEFAULT
No Provision of Glad-Hand Type Connectors for Towing
No glad-hand type connector shall be provided.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

DEFAULT
Lifted (Supported) Front Axle and Flat Towing Capability
The front towing devices shall allow attachment of adapters for a rigid tow bar and shall permit the lifting of the bus until the front wheels are clear off the ground in order to position the bus on the towing equipment by the front wheels. These devices shall also permit common flat towing.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 24. Jacking
It shall be possible to safely jack up the bus, at curb weight, with a common 10-ton floor jack with or without special adapter, when a tire or dual set is completely flat and the bus is on a level, hard surface, without crawling under any portion of the bus. Jacking from a single point shall permit raising the bus sufficiently high to remove and reinstall a wheel and tire assembly. Jacking pads located on the axle or suspension near the wheels shall permit easy and safe jacking with the flat tire or dual set on a 6 in. high run-up block not wider than a single tire. The bus shall withstand such jacking at any one or any combination of wheel locations without permanent deformation or damage.

DEFAULT
Yellow Pads
Jacking pads shall be painted safety yellow.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 25. Hoisting
DEFAULT
The bus axles or jacking plates shall accommodate the lifting pads of a two-post hoist system. Jacking plates, if used as hoisting pads, shall be designed to prevent the bus from falling off the hoist. Other pads or the bus structure shall support the bus on jack stands independent of the hoist.

The vehicle shall be capable of lifting by the wheels, and, as necessary to meet tire load requirements, the proper number for wheel lifts and/or adapters must be used.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 26. Floor
TS 26.1 Design
The floor shall be essentially a continuous plane, except at the wheel housings and platforms. Where the floor meets the walls of the bus, as well as other vertical surfaces such as platform risers, the surface edges shall be blended with a circular section of radius not less than ¼ in. or installed in a fully sealed butt joint. Similarly, a molding or cover shall prevent debris accumulation between the floor and wheel housings. The vehicle floor in the entrance and exit doors shall have a lateral slope not exceeding 2degto allow for drainage.
DEFAULT
Bi-Level Floor Design
The floor design shall consist of two levels (bi-level construction). Aft of the rear door extending to the rear settee riser, the floor height may be raised to a height no more than 21 in. above the lower level, with equally spaced steps. An increase slope shall be allowed on the upper level, not to exceed 3.5 deg. off the horizontal.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 26.2 Strength
DEFAULT

The floor deck may be integral with the basic structure or mounted on the structure securely to prevent chafing or horizontal movement and designed to last the life of the bus. Sheet metal screws shall not be used to retain the floor, and all floor fasteners shall be serviceable from one side only. Any adhesives, bolts or screws used to secure the floor to the structure shall last and remain effective throughout the life of the coach. Tapping plates, if used for the floor fasteners, shall be no less than the same thickness as a standard nut, and all floor fasteners shall be secured and protected from corrosion for the service life of the bus.

The floor deck shall be reinforced as needed to support passenger loads. At GVWR, the floor shall have an elastic deflection of no more than 0.60 in. from the normal plane. The floor shall withstand the application of 2.5 times gross load weight without permanent detrimental deformation. The floor, with coverings applied, shall withstand a static load of at least 150 lbs. applied through the flat end of a ½ in. diameter rod, with 1/32 in. radius, without permanent visible deformation.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 26.3 Construction
The floor shall consist of the subfloor and the floor covering that will last the life of the bus. The floor as assembled, including the sealer, attachments and covering, shall be waterproof, non- hygroscopic and resistant to mold growth. The subfloor shall be resistant to the effects of moisture, including decay (dry rot). It shall be impervious to wood-destroying insects such as termites.

DEFAULT
Pressure-Preserved Plywood Panel
Plywood shall be certified at the time of manufacturing by an industry-approved third-party inspection TRANSIT AGENCY such as APA – The Engineered Wood Association (formerly the American Plywood Association).Plywood shall be of a thickness adequate to support design loads, manufactured with exterior glue, satisfy the requirements of a Group I Western panel as defined in PS 1-95 (Voluntary Product Standard PS 1-95, “Construction and Industrial Plywood”) and be of a grade that is manufactured with a solid face and back. Plywood shall be installed with the highest-grade, veneer side up. Plywood shall be pressure-treated with a preservative chemical and process such as alkaline copper quaternary (ACQ) that prevents decay and damage by insects. Preservative treatments shall utilize no EPA-listed hazardous chemicals. The concentration of preservative chemicals shall be equal to or greater than required for an above ground level application. Treated plywood will be certified for preservative penetration and retention by a third-party inspection TRANSIT AGENCY. Pressure-preservative treated plywood shall have a moisture content at or below 15 percent.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 27. Platforms

TS 27.1 Driver's Area
The covering of platform surfaces and risers, except where otherwise indicated, shall be the same material as specified for floor covering. Trim shall be provided along top edges of platforms unless integral nosing is provided.

DEFAULT
No specific trim material specified.

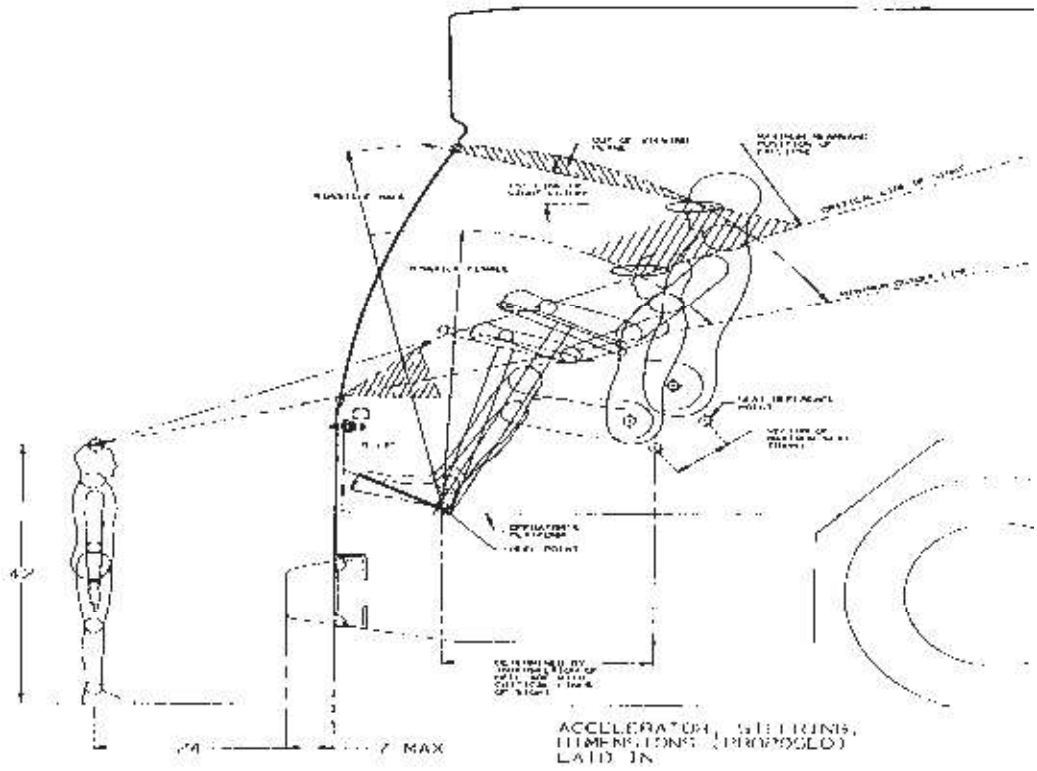
Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 27.2 Driver's Platform
DEFAULT
The driver's platform shall be of a height such that, in a seated position, the driver can see an object located at an elevation of 42 in. above the road surface, 24 in. from the leading edge of the bumper. Notwithstanding this requirement, the platform height shall not position the driver such that the driver's vertical upward view is less than 15 deg. A warning decal or sign shall be provided to alert the driver to the change in floor level.

Figure 2illustrates a means by which the platform height can be determined, using the critical line of sight.

FIGURE 2
Determining Platform Height



Our specification being proposed for the section above (circle one below)

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 27.3 Farebox
Farebox placement should minimize impact to passenger access and minimize interference with the driver's line of sight.

DEFAULT
Driver Interface Required; Platform Needed to Bring Height to Driver Access
If the driver's platform is higher than 12 in., then the farebox is to be mounted on a platform of suitable height to provide accessibility for the driver without compromising passengers' access. Base Bus- Prewire to TRANSIT AGENCY specifications

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET

Comment:

TS 27.4 Rear Step Area to Rear Area
DEFAULT
If the vehicle is of a bi-level floor design, then a rear step area shall be provided along the center aisle of the bus to facilitate passenger traffic between the upper and lower floor levels. This step area shall be cut into the rear platform and shall be approximately the aisle width, a minimum 12 in. deep and approximately half the height of the upper level relative to the lower level. The horizontal surface of this platform shall be covered with skid-resistant material with a visually contrasting nosing and shall be sloped slightly for drainage. A warning decal or sign shall be provided at the immediate platform area to alert passengers to the change in floor level.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 28. Wheel Housing
TS 28.1 Design and Construction
DEFAULT
Sufficient clearance and air circulation shall be provided around the tires, wheels, and brakes to preclude overheating when the bus is operating on the design operating profile. Wheel housings shall be constructed of corrosion-resistant and fire-resistant material.

Wheel housings, as installed and trimmed, shall withstand impacts of a 2in. steel ball with at least 200 ft-lbs. of energy without penetration.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 28.2 Design and Construction

Interference between the tires and any portion of the bus shall not be possible in maneuvers up to the limit of tire adhesion with weights from curb weight to GVWR. Wheel housings shall be adequately reinforced where seat pedestals are installed. Wheel housings shall have sufficient sound insulation to minimize tire and road noise and meet all noise requirements of this specification.

Design and construction of front wheel housings shall allow for the installation of a radio or electronic equipment storage compartment on the interior top surface, or its use as a luggage rack.

The finish of the front wheel housings shall be scratch-resistant and complement interior finishes of the bus to minimize the visual impact of the wheel housing. If fiberglass wheel housings are provided, then they shall be color-impregnated to match interior finishes. The lower portion extending to approximately 10 to 12 in. above the floor shall be equipped with scuff-resistant coating or stainless-steel trim.

Wheel housings not equipped with seats or equipment enclosure shall have a horizontal assist mounted on the top portion of the housing no more than 4 in. higher than the wheel well housing.

DEFAULT
No provision shall be made to chain buses.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 28.3 Bellows
Replacement fabric type bellows with draft-free, no-sag bottom closure and water drains shall be provided between the lead and trailing sections to seal the bus interior and keep it free of water, dirt, and drafts. Bellows hardware shall be corrosion resistant, and the under-floor area of the bellows shall be easy to clean when necessary. The passageway between the lead unit and trailing unit shall have an inside cross section that is as nearly equal as possible to the inside cross section of the bus bodies, with no tripping or pinching hazards created by the turntable cross section or closeouts. The bellows shall be durable, and its supporting structure and stiffeners shall support the bellows material in a neat, sag-free manner. The Proposer shall supply information on the actual service life achieved by the type of bellows being proposed. A sample of the bellows and attaching hardware may be requested for evaluation at the TRANSIT AGENCY's option. Bellows shall be approved by the TRANSIT AGENCY.

DEFAULT
No bellows liner required.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

CHASSIS
TS 29. Suspension
TS 29.1 General Requirements
DEFAULT
The front, rear and mid suspensions shall be pneumatic type. The basic suspension system shall last the service life of the bus without major overhaul or replacement. Adjustment points shall be minimized and shall not be subject to a loss of adjustment in service. Routine adjustments shall be easily accomplished by limiting the removal or disconnecting the components.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 29.2 Alignment
DEFAULT
All axles should be properly aligned so the vehicle tracks accurately within the size and geometry of the vehicle.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 29.3 Springs and Shock Absorbers
TS 29.3.1 Suspension Travel
DEFAULT

The suspension system shall permit a minimum wheel travel of 2.75 in. jounce-upward travel of a wheel when the bus hits a bump (higher than street surface), and 2.75 in. rebound-downward travel when the bus comes off a bump and the wheels fall relative to the body. Elastomeric bumpers shall be provided at the limit of jounce travel. Rebound travel may be limited by elastomeric bumpers or hydraulically within the shock absorbers. Suspensions shall incorporate appropriate devices for automatic height control so that regardless of load the bus height relative to the centerline of the wheels does not change more than ½ in. at any point from the height required. The safe operation of a bus cannot be impacted by ride height up to 1 in. from design normal ride height.
Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 29.3.2 Damping
DEFAULT
Vertical damping of the suspension system shall be accomplished by hydraulic shock absorbers mounted to the suspension arms or axles and attached to an appropriate location on the chassis. Damping shall be sufficient to control coach motion to three cycles or less after hitting road perturbations. The shock absorber bushing shall be made of elastomeric material that will last the life of the shock absorber. The damper shall incorporate a secondary hydraulic rebound stop.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 29.3.3 Lubrication
DEFAULT
Standard Grease Fittings
All elements of steering, suspension and drive systems requiring scheduled lubrication shall be provided with grease fittings conforming to SAE Standard J534.These fittings shall be located for ease of inspection and shall be accessible with a standard grease gun from a pit or with the bus on a hoist. Each element requiring lubrication shall have its own grease fitting with a relief path. The lubricant specified shall be standard for all elements on the bus serviced by standard fittings and shall be required no less than every 6000 miles.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 29.3.4 Kneeling

DEFAULT

A kneeling system shall lower the entrance(s) of the bus a minimum of 2 in. during loading or unloading operations regardless of load up to GVWR, measured at the longitudinal centerline of the entrance door(s) by the driver. The kneeling control shall provide the following functions:
Downward control must be held to allow downward kneeling movement.
Release of the control during downward movement must completely stop the lowering motion and hold the height of the bus at that position.
Upward control actuation must allow the bus to return to normal floor height without the driver having to hold the control.

The brake and throttle interlock shall prevent movement when the bus is kneeled. The kneeling control shall be disabled when the bus is in motion. The bus shall kneel at a maximum rate of
1.25 in. per second at essentially a constant rate. After kneeling, the bus shall rise within 4 seconds to a height permitting the bus to resume service and shall rise to the correct operating height within 7 seconds regardless of load up to GVWR. During the lowering and raising operation, the maximum vertical acceleration shall not exceed 0.2g, and the jerk shall not exceed 0.3g/second.
An indicator visible to the driver shall be illuminated until the bus is raised to a height adequate for safe street travel. An audible warning alarm will sound simultaneously with the operation of the kneeler to alert passengers and bystanders. A warning light mounted near the curbside of the front door, a minimum 2.5 in. diameter amber lens, shall be provided that will blink when the kneel feature is activated. Kneeling shall not be operational while the wheelchair ramp is deployed or in operation.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 30. Wheels and Tires

TS 30.1 Wheels

All wheels shall be interchangeable except for the middle axle of an artic where a super single tire size is used and shall be removable without a puller. Wheels shall be compatible with tires in size and load-carrying capacity. Front wheels and tires shall be balanced as an assembly per SAE J1986.

DEFAULT

Base Bus- Alcoa Dura Bright EVO Full Polished

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

DEFAULT
No tire-pressure monitoring system.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

DEFAULT
Standard non-locking lug nut.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 30.2 Tires
Tires shall be suitable for the conditions of transit service and sustained operation at the maximum speed capability of the bus. Load on any tire at GVWR shall not exceed the tire supplier's rating.

Sufficient space shall be provided to allow the TRANSIT AGENCY to carry a spare tire, if required.

DEFAULT
TRANSIT AGENCY specified standard size tires.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 31. Steering
DEFAULT

Hydraulically assisted steering shall be provided. The steering gear shall be an integral type with the number and length of flexible lines minimized or eliminated. Engine-driven hydraulic pump shall be provided for power steering.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 31.1 Steering Axle
DEFAULT
Solid Beam Axle and Grease-Type Front Bearings and Seals
The front axle shall be solid beam, non-driving with a load rating sufficient for the bus loaded to GVWR and shall be equipped with grease type front wheel bearings and seals.
Base Bus- Arvin Meritor

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Oiled-Type Front Bearings
The front axle shall be non-driving with a load rating sufficient for the bus loaded to GVWR and shall be equipped with sealed, oiled-type front wheel bearings.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 31.2 Steering Wheel
TS 31.2.1 Turning Effort
DEFAULT
Steering effort shall be measured with the bus at GVWR, stopped with the brakes released and the engine at normal idling speed on clean, dry, level, commercial asphalt pavement and the tires inflated to recommended pressure.

Under these conditions, the torque required to turn the steering wheel 10 deg. shall be no less than 5 ft.-lbs. and no more than 10 ft.-lbs. Steering torque may increase to 70 ft.-lbs. when the wheels are approaching the steering stops, as the relief valve activates.

Power steering failure shall not result in loss of steering control. With the bus in operation, the steering effort shall not exceed 55 lbs. at the steering wheel rim, and perceived free play in the steering system shall not materially increase as a result of power assist failure. Gearing shall require no more than seven turns of the steering wheel lock-to-lock.

Caster angle shall be selected to provide a tendency for the return of the front wheels to the straight position with minimal assistance from the driver.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 31.2.2 Steering Wheel, General
DEFAULT
The steering wheel diameter shall be approximately 18 to 20 in.; the rim diameter shall be ⅞ to 1¼ in. and shaped for firm grip with comfort for long periods of time.

Steering wheel spokes and wheel thickness shall ensure visibility of the dashboard so that vital instrumentation is clearly visible at center neutral position (within the range of a 95th-percentile male, as described in SAE 1050a, Sections 4.2.2 and 4.2.3). Placement of steering column must be as far forward as possible, but either in line with or behind the instrument cluster.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 31.2.3 Steering Column Tilt
DEFAULT
The steering column shall have full tilt capability with an adjustment range of no less than 40 deg. from the vertical and easily adjustable by the driver and shall be accessible by a 5th percentile female and 95th percentile male.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 31.2.4 Steering Wheel Telescopic Adjustment

DEFAULT

The steering wheel shall have full telescoping capability and have a minimum telescopic range of 2 in. and a minimum low-end adjustment of 29 in., measured from the top of the steering wheel rim in the horizontal position to the cab floor at the heel point.

TABLE 4

Steering Wheel Height[1] Relative to Angle of Slope

At Minimum Telescopic Height Adjustment (29 in.)		At Maximum Telescopic Height Adjustment (5 in.)	
Angle of Slope	**Height**	**Angle of Slope**	**Height**
0 deg.	29 in.	0 deg.	34 in.
15 deg.	26.2 in.	15 deg.	31.2 in.
25 deg.	24.6 in.	25 deg.	29.6 in.
35 deg.	22.5 in.	35 deg.	27.5 in.

1. Measured from bottom portion closest to driver.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 32. Drive Axle

The bus shall be driven by a heavy-duty axle with a load rating sufficient for the bus loaded to GVWR. The drive axle shall have a design life to operate for not less than 300,000 miles on the design operating profile without replacement or major repairs. The lubricant drain plug shall be magnetic type. If a planetary gear design is employed, the oil level in the planetary gears shall be easily checked through the plug or sight gauge. The axle and driveshaft components shall be rated for both propulsion and retardation modes with respect to duty cycle.

NOTE: The retardation duty cycle can be more aggressive than propulsion.

The drive shaft shall be guarded to prevent hitting any critical systems, including brake lines, coach floor or the ground, in the event of a tube or universal joint failure.

DEFAULT

Solid Beam Axle and Grease-Type Bearings and Seals
Base Bus- Arvin Meritor

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

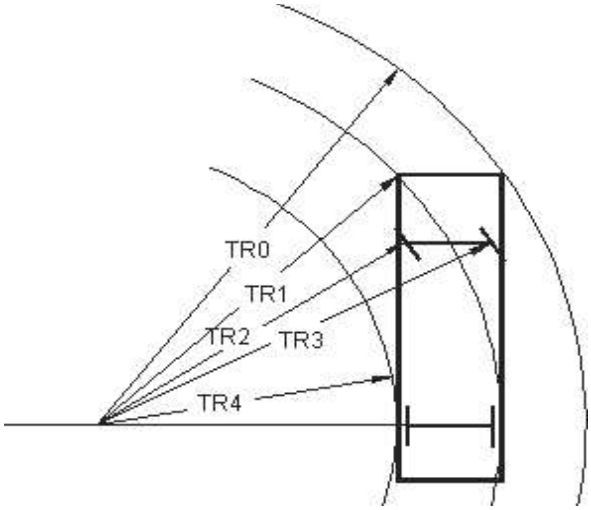
TS 33. Turning Radius
DEFAULT
TABLE 5
Maximum Turning Radius

Bus Length (approximate)	Maximum Turning Radius (see Figure 3)	TRANSIT AGENCY Requirement
30 ft.	31 ft. (TR0)	
35 ft.	39 ft. (TR0)	
40 ft.	44 ft. (TR0)	

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

FIGURE 3
Turning Radius



TS 34. Brakes
TS 34.1 Service Brake
DEFAULT
Brakes shall be self-adjusting. Brake wear indicators visible on linings.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 34.2 Actuation
DEFAULT
Service brakes shall be controlled and actuated by a compressed air system. Force to activate the brake pedal control shall be an essentially linear function of the bus deceleration rate and shall not exceed 75 lbs. at a point 7 in. above the heel point of the pedal to achieve maximum braking. The heel point is the location of the driver's heel when his or her foot is rested flat on the pedal and the heel is touching the floor or heel pad of the pedal. The ECU for the ABS system shall be protected, yet in an accessible location to allow for ease of service.

The total braking effort shall be distributed among all wheels in such a ratio as to ensure equal friction material wear rate at all wheel locations. The manufacturer shall demonstrate compliance by providing a copy of a thermodynamic brake balance test upon request.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
No automatic traction control.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 34.3 Friction Material
The brake linings shall be made of non-asbestos material. In order to aid maintenance personnel in determining extent of wear, a provision such as a scribe line or a chamfer indicating the thickness at which replacement becomes necessary shall be provided on each brake lining. The complete brake lining wear indicator shall be clearly visible from the hoist or pit without removing backing plates.

DEFAULT
No remote brake wear indicator shall be required.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 34.4 Hubs and Drums/Discs
Replaceable wheel bearing seals shall run on replaceable wear surfaces or be of an integral wear surface sealed design. Wheel bearing and hub seals and unitized hub assemblies shall not leak or weep lubricant when operating on the design operating profile for the duration of the initial manufacturer's warranty.

DEFAULT
Drum Brakes
The bus shall be equipped with brake drums. Brake drums shall allow machining for oversized linings per manufacturer's specifications. Base Bus 16.5" x 8 5" riveted lining cast plus.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 34.5 Hubs and Drums
DEFAULT
Replaceable wheel bearing seals shall run on replaceable wear surfaces or be of an integral wear surface sealed design. Wheel bearing and hub seals and unitized hub assemblies shall not leak or weep lubricant when operating on the design operating profile for the duration of the initial manufacturer's warranty.

The bus shall be equipped with disc brakes on all axles, and the brake discs shall allow machining of each side of the disc to obtain smooth surfaces per manufacturer's specifications.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 34.6 Parking/Emergency Brake
DEFAULT
Air Brakes
The parking brake shall be a spring-operated system, actuated by a valve that exhausts compressed air to apply the brakes. The parking brake may be manually enabled when the air pressure is at the operating level per FMVSS 121.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 35. Interlocks
TS 35.1 Passenger Door Interlocks
To prevent opening mid and rear passenger doors while the bus is in motion, a speed sensor shall be integrated with the door controls to prevent the mid/rear doors from being enabled or opened unless the bus speed is less than 2 mph.

To preclude movement of the bus, an accelerator interlock shall lock the accelerator in the closed position, and a brake interlock shall engage the service brake system to stop movement of the bus when the driver's door control is moved to a mid/rear door enable or open position, or a mid
or rear door panel is opened more than 3 in. from the fully closed position (as measured at the leading edge of the door panel). The interlock engagement shall bring the bus to a smooth stop and shall be capable of holding a fully loaded bus on a 6 percent grade, with the engine at idle and the transmission in gear, until the interlocks are released. These interlock functions shall be active whenever the vehicle master run switch is in any run position.

All door systems employing brake and accelerator interlocks shall be supplied with supporting failure mode effects analysis (FEMA) documentation, which demonstrates that failure modes are of a failsafe type, thereby never allowing the possibility of release of interlock while an interlocked door is in an unsecured condition, unless the door master switch has been actuated to intentionally release the interlocks.

DEFAULT
Non-adjustable brake interlock regulator.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
No requirements for accelerator and brake interlocks whenever front doors are open.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 36. Pneumatic System TS 36.1 General
DEFAULT
The bus air system shall operate the air-powered accessories and the braking system with reserve capacity. New buses shall not leak down more than 5psi over a 15-minute period of time as indicated on the dash gauge.

Provision shall be made to apply shop air to the bus air systems. A quick disconnect fitting shall be easily accessible and located in the engine compartment and near the front bumper area for towing. Retained caps shall be installed to protect the fitting against dirt and moisture when not in use. The air for the compressor shall be filtered. The air system shall be protected per FMVSS 121.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:
TS 36.2 Air Compressor
DEFAULT
The engine-driven air compressor shall be sized to charge the air system from 40psi to the governor cut-off pressure in less than 4 minutes while not exceeding the fast idle speed setting of the engine.
Base Bus – Cummins 30.4 CFM Air Compressor

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 36.3 Air Lines and Fittings
Air lines, except necessary flexible lines, shall conform to the installation and material requirements of SAE Standard J1149 for copper tubing with standard, brass, flared or ball sleeve fittings, or SAE Standard J844 for nylon tubing if not subject to temperatures over 200 °F. The air on the delivery side of the compressor where it enters nylon housing shall not be above the maximum limits as stated in SAE J844. Nylon tubing shall be installed in accordance with the
following color-coding standards:

DEFAULT
- **Green:** Indicates primary brakes and supply.
- **Red:** Indicates secondary brakes.
- **Brown:** Indicates parking brake.
- **Yellow:** Indicates compressor governor signal.
- **Black:** Indicates accessories.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 36.4 Air Reservoirs
DEFAULT
All air reservoirs shall meet the requirements of FMVSS Standard 121 and SAE Standard J10 and shall be equipped with drain plugs and guarded or flush type drain valves. Major structural members shall protect these valves and any automatic moisture ejector valves from road hazards. Reservoirs shall be sloped toward the drain valve. All air reservoirs shall have drain valves that discharge below floor level with lines routed to eliminate the possibility of water traps and/or freezing in the drain line.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 36.5 Air System Dryer

An air dryer shall prevent accumulation of moisture and oil in the air system. The air dryer system shall include one or more replaceable desiccant cartridges.

DEFAULT
No requirements for additional oil separator provision.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

ELECTRICAL, ELECTRONIC AND DATA COMMUNICATION SYSTEMS

TS 37. Overview
The electrical system will consist of vehicle battery systems and components that generate, distribute and store power throughout the vehicle. (e.g., generator, voltage regulator, wiring, relays, and connectors).

Electronic devices are individual systems and components that process and store data, integrate electronic information or perform other specific functions.

The data communication system consists of the bi-directional communications networks that electronic devices use to share data with other electronic devices and systems. Communication networks are essential to integrating electronic functions, both onboard the vehicle and off.

Information level systems that require vehicle information for their operations or provide information shall adhere to J1939 data standard.

Data communications systems are divided into three level store the use of multiple data networks:

- **Powertrain level:** Components related to the powertrain, including the propulsion system components (engine, transmission, and hybrid units) and anti-lock braking system (ABS), which may include traction control. At a minimum, powertrain components consisting of the engine, transmission, retarder, ASR, and anti-lock braking systems shall be powered by a dedicated and isolated ignition supply voltage to ensure data communication between components exists when the vehicle ignition is switched to the “on” position.
- **Information level:** Components whose primary function is the collection, control or display of data that is not necessary to the safe drivability of the vehicle (i.e., the vehicle will continue to operate when those functions are inoperable). These components typically consist of those required for automatic vehicle location (AVL) systems, destination signs, fareboxes, passenger counters, radio systems, automated voice and signage systems, video surveillance and similar components.

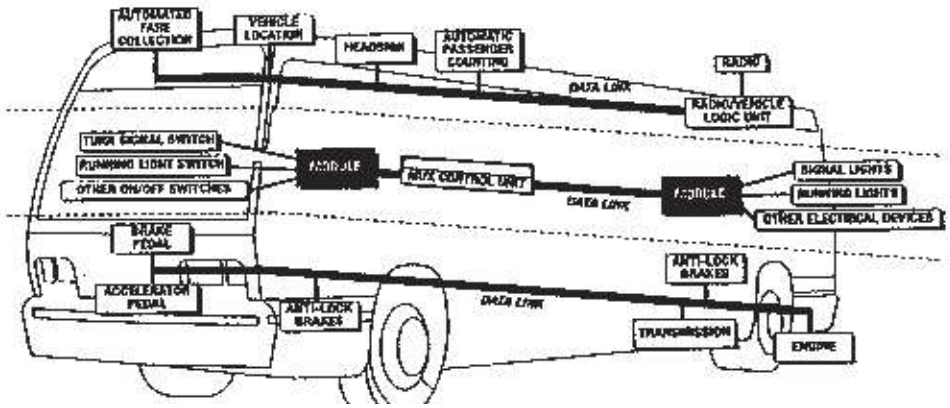
- **Multiplex level:** Electrical or electronic devices controlled through input/output signals such as discrete, analog, and serial data information (i.e., on/off switch inputs, relay, or relay control outputs). Multiplexing is used to control components not typically found on the drivetrain or information levels, such as lights; wheelchair lifts; doors; heating, ventilation, and air conditioning (HVAC) systems (if applicable); and gateway devices.

FIGURE 4
Data Communications Systems Levels

Information level

Multiplex level

Drivetrain level



TS 37.1 Modular Design
DEFAULT
Design of the electrical, electronic and data communication systems shall be modular so that each electronic device, apparatus panel, or wiring bundle is easily separable from its interconnect by means of connectors. Power plant wiring shall be an independent wiring harness. Replacement of the engine compartment wiring harness (es) shall not require pulling wires through any bulkhead or removing any terminals from the wires.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 37.2 Network Communication Requirements
DEFAULT
Regardless of the communication protocol utilized, ***ALL data, including all faults and performance points externalized by any onboard computer or component*** shall be provided to and be capable of being monitored and reported by the Vehicle Logic Unit (VLU).

All fault codes and performance data shall be configured in ***SAE compliant, non-proprietary*** format.

If a gateway or an interface is used between the VLU and other onboard communication systems, the gateway or interface shall output all fault codes and data to the VLU and shall not filter or impede the transmission of fault codes or data in any manner.

Any subsystem, computer, or monitoring device installed on the bus that is capable of interfacing on a network must be physically connected to the network.

Any signal address or data ***changes*** (monitoring points, PIDs, SIDs, etc.) that occur *throughout the life of the vehicle* must be communicated in writing to the ordering Transit Agency and to the VLU vendor by the bus manufacturer prior to the change being enabled.

Any ***new*** signals, faults or performance data that become available, or modifications to monitoring strategies that occur *throughout the life of the vehicle* must be communicated in writing to the ordering Transit Agency and to the VLU vendor by the bus manufacturer prior to the change being enabled.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 38. Environmental and Mounting Requirements
DEFAULT
The electrical system and its electronic components shall be capable of operating in the vehicle in which they will be installed, as recommended in SAE J1455.

Electrical and electronic equipment shall not be in an environment that will reduce the performance or shorten the life of the component or electrical system when operating within the design operating profile. As a recommendation, no vehicle component shall generate, or be affected by, electromagnetic interference or radio-frequency interference (EMI/RFI) that can disturb the performance of electrical/electronic equipment as defined in SAEJ1113and UNECE Council Directive 95/54(R10).

The TRANSIT AGENCY shall follow recommendations from bus manufacturers and subsystem suppliers regarding methods to prevent damage from voltage spikes generated from welding, jumpstarts, shorts, etc.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 38.1 Hardware Mounting
DEFAULT
The mounting of the hardware shall not be used to provide the sole source ground, and all hardware shall be isolated from potential EMI/RFI, as referenced in SAE J1113.

All electrical/electronic hardware mounted in the interior of the vehicle shall be in accessible to passengers and hidden from view unless intended to be viewed. The hardware shall be mounted in such a manner as to protect it from splash or spray.

All electrical/electronic hardware mounted on the exterior of the vehicle that is not designed to be installed in an exposed environment shall be mounted in a sealed enclosure.

All electrical/electronic hardware and its mounting shall comply with the shock and vibration requirements of SAE J1455.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 39. General Electrical Requirements
TS 39.1 Batteries
TS 39.1.1 Low-Voltage Batteries (24V)

DEFAULT
Two 8D Maintenance-Free Batteries
Each battery shall have a purchase date no more than 120 days from date of release and shall be fully maintained prior to shipment to the TRANSIT AGENCY. Battery compartment must be well ventilated to prevent hydrogen build up while protecting the compartment from road spray, water intrusion and de-icing chemicals.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Same Size Terminal Ends
Positive and negative terminal ends shall be the same size.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 39.1.2 Battery Cables
The battery terminal ends, and cable ends shall be color-coded with red for the primary positive, black for negative and another color for any intermediate voltage cables. Positive and negative battery cables shall not cross each other, if at all possible, shall be flexible and shall be sufficiently long to reach the batteries with the tray in the extended position without stretching or pulling on any connection and shall not lie directly on top of the batteries. Except as interrupted by the master battery switch, battery and starter wiring shall be continuous cables with connections secured by bolted terminals and shall conform to specification requirements of SAE Standard J1127–Type SGR, SGT, SGX or GXL and SAE Recommended Practice J541, with 2100 strand 4/0 cable or greater recommended.

DEFAULT
Color code each voltage.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 39.1.3 JumpStart DEFAULT
Jump-Start Connector
A jump-start connector, red for 24V and blue for 12V, shall be provided in the engine compartment, equipped with dust cap, and adequately protected from moisture, dirt, and debris.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 39.1.4 Battery Compartment
DEFAULT
The battery compartment shall prevent accumulation of snow, ice, and debris on top of the batteries and shall be vented and self-draining. It shall be accessible only from the outside of the vehicle. All components within the battery compartment, and the compartment itself, shall be protected from damage or corrosion from the electrolyte. The inside surface of the battery compartment's access doors hall be electrically insulated, as required, to prevent the battery terminals from shorting on the door if the door is damaged in an accident or if a battery comes loose. The battery compartment temperature should not exceed manufacturers' specification.

The vehicle shall be equipped with a12VDC and 24VDC quick disconnect switch(es). The battery compartment door shall conveniently accommodate operation of the12VDC and 24VDC quick disconnect switch (es).

The battery quick disconnect access door shall be identified with a decal. The decal size shall not be less than3.5 × 5in. (8.89 × 12.7cm).

The battery hold-down bracket shall be constructed of a nonconductive and corrosion-resistant material (plastic or fiberglass).

This access door shall not require any special locking devices to gain access to the switch, and it shall be accessible without removing or lifting the panel. The door shall be flush-fitting and incorporate a spring tensioner or equal to retain the door in a closed position when not in use.

The batteries shall be securely mounted on a stainless steel or equivalent tray that can accommodate the size and weight of the batteries. The battery tray, if applicable, shall pull out easily and properly support the batteries while they are being serviced. The tray shall allow each battery cell to be easily serviced. A locking device shall retain the battery tray to the stowed position.

If not located in the engine compartment, the same fire-resistant properties must apply to the battery compartment. No sparking devices should be located within the battery box.
Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 39.1.5 Auxiliary Electronic Power Supply
DEFAULT
If required, gel-pack, or any form of sealed (non-venting) batteries used for auxiliary power are allowed to be mounted on the interior of the vehicle if they are contained in an enclosed, non-airtight compartment and accessible only to maintenance personnel. This compartment shall contain a warning label prohibiting the use of lead-acid batteries.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 39.1.6 Master Battery Switch
DEFAULT
The location of the master battery switch shall be clearly identified on the exterior access panel, be accessible in less than10 seconds for deactivation and prevent corrosion from fumes and battery acid when the batteries are washed of for are in normal service.

Turning the master switch off with the power plant operating, during an emergency, shall shut off the engine and shall not damage any component of the electrical system. The master switch shall be capable of carrying and interrupting the total circuit load.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Single Switch
The batteries shall be equipped with a single switch for disconnecting both12V and 24Vpower.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:
TS 39.1.7 Low-Voltage Generation and Distribution
DEFAULT
The low-voltage generating systems shall maintain the charge on fully charged batteries, except when the vehicle is at standard idle to allow-voltage generator load exceeding 70 percent of the low-voltage generator name plate rating.

Voltage monitoring and over-voltage output protection (recommended at 32V) shall be provided.

Dedicated power and ground shall be provided as specified by the component or system manufacturer. Cabling to the equipment must be sized to supply the current requirements with no greater than a 5 percent volt drop across the length of the cable.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 39.1.8 Circuit Protection
DEFAULT

All branch circuits, except battery-to-starting motor and battery-to-generator/alternator circuits, shall be protected by current-limiting devices such as circuit breakers, fuses or solid-state devices sized to the requirements of the circuit. Electronic circuit protection for the cranking motor shall be provided to prevent engaging of the motor for more than 30 seconds at a time to prevent overheating. The circuit breaker fuses shall be easily accessible for authorized personnel. Fuses shall be used only where it can be demonstrated that circuit breakers are not practicable. This requirement applies to in-line fuses supplied by either the Proposer or a supplier. Fuse holders shall be constructed to be rugged and waterproof. All manual reset circuit breakers critical to the operation of the bus shall be mounted in a location convenient to the TRANSIT AGENCY mechanic with visible indication of open circuits. The TRANSIT AGENCY shall consider the application of automatic reset circuit breakers on a case-by-case basis. The Proposer shall show all in-line fuses in the final harness drawings. Any manually resettable circuit breakers shall provide a visible indication of open circuits. Any manually resettable circuit breaker s shall provide a visible indication of open circuits.

Circuit breakers or fuses shall be sized to a minimum of 15 percent larger than the total circuit load. The current rating for the wire used for each circuit must exceed the size of the circuit protection being used.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 39.2 Grounds
DEFAULT

The battery shall be grounded to the vehicle chassis/frame at one location only, as close to the batteries as possible. When using a chassis ground system, the chassis hall be grounded to the frame in multiple locations, evenly distributed throughout the vehicle to eliminate ground loops. No more than /spade terminal connections shall be made per ground stud with spacing between studs ensuring conductivity and serviceability. Electronic equipment requiring an isolated ground of the battery (i.e., electronic ground) shall not be grounded through the chassis.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 39.3 Low Voltage/Low Current Wiring and Terminals
DEFAULT

All power and ground wiring shall conform to specification requirements of SAE Recommended Practice J1127, J1128 and J1292.Double insulations hall be maintained as close to the junction box, electrical compartment, or terminals as possible. The requirement for double insulations hall be met by wrapping the harness with plastic electrical tape or by sheathing all wires and harnesses with non-conductive, rigid, or flexible conduit.

Wiring shall be grouped, numbered and/or color-coded. Wiring harnesses shall not contain wires of different voltage classes unless all wires within the harness are insulated for the highest voltage presenting the harness. Kinking, grounding at multiple points, stretching, and exceeding minimum bend radius shall be prevented.

Strain-relief fittings shall be provided at all points where wiring enters electrical compartments. Grommets or other protective material shall be installed at points where wiring penetrates metal structures outside of electrical enclosures. Wiring supports shall be protective and non- conductive at areas of wire contact and shall not be damaged by heat, water, solvents, or chafing.

To the extent practicable, wiring shall not be located in environmentally exposed locations under the vehicle. Wiring and electrical equipment necessarily located under the vehicle shall be insulated from water, heat, corrosion, and mechanical damage. Where feasible, front-to-rear electrical harnesses should be installed above the window line of the vehicle.

All wiring harnesses over 5 ft. long and containing at least five wires hall include10 percent (minimum one wire) excess wires for spares. This requirement for spare wires does not apply to data links and communication cables. Wiring harness length shall allow end terminals to be replaced twice without pulling, stretching, or replacing the wire. Terminals shall be crimped to the wiring according to the connector manufacturer's recommendations for techniques and tools. All cable connectors shall be locking type, keyed and sealed, unless enclosed in watertight cabinets or vehicle interior. Pins shall be removable, crimp contact type, of the correct size and rating for the wire being terminated. Unused pin positions shall be sealed with sealing plugs. Adjacent connectors shall use either different inserts or different insert orientations to prevent incorrect connections.

Terminals shall be crimped, corrosion-resistant and full ring type or interlocking lugs with insulating ferrules. When using pressure type screw terminal strips, only stranded wire shall be used. Insulation clearance shall ensure that wires have a minimum of "visible clearance" and a maximum of two times the conductor diameter or1/16 in., whichever is less. When using shielded or coaxial cable, upon stripping of the insulation, the metallic braid shall be free from frayed strands that can penetrate the insulation of the inner wires.

Ultra-sonic and T-splices may be used with 8AWG or smaller wire. When a T-splice is used, it shall meet these additional requirements:

- It shall include a mechanical clamp in addition to solder on the splice.
- The wire shall support no mechanical load in the area of the splice.
- The wire shall be supported to prevent flexing.

All splicing shall be staggered in the harness so that no two splices are positioned in the same location within the harness.

Wiring located in the engine compartment shall be routed away from high-heatsourcesorshieldedand/orinsulatedfromtemperaturesexceedingthewiringandconnector operating requirements.

The instrument panel and wiring shall be easily accessible for service from the driver's seat or top of the panel. The instrument panel shall be separately removable and replaceable without damaging the instrument panel or gauges. Wiring shall have sufficient length and be routed to permit service without stretching or chafing the wires.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 39.4 Electrical Components
DEFAULT
All electrical components, including switches, relays, flashers, and circuit breakers, shall be heavy-duty designs with either a successful history of application in heavy-duty vehicles or design specifications for an equivalent environment.

All electric motors shall be heavy-duty brushless type where practical and have a continuous duty rating of no less than40,000hours (except cranking motors, washer pumps, auxiliary heater pumps, defroster, and wiper motors). All electric motors shall be easily accessible for servicing.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 39.5 Electrical Compartments
DEFAULT
All relays, controllers, flashers, circuit breakers and other electrical components shall be mounted in easily accessible electrical compartments. All compartments exposed to the outside environment shall be corrosion-resistant and sealed. The components and their functions in each electrical compartment shall be identified and their location permanently recorded on a drawing attached to the inside of the access panel or door. The drawing shall be protected from oil, grease, fuel, and abrasion.

The front compartment shall be completely service able from the driver's seat, vestibule or from the outside. "Rear start and run" controls shall be mounted in an accessible location in the engine compartment and shall be protected from the environment.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 40. General Electronic Requirements
DEFAULT
If an electronic component has an internal real-time clock, it shall provide its own battery backup to monitor time when battery power is disconnected, and/or it may be updated by a network component. If an electronic component has an hour meter, it shall record accumulated service time without relying on battery backup.

All electronic component suppliers shall ensure that their equipment is self-protecting in the event of shorts in the cabling, and in over-voltage (over 32V DC on a 24V DC nominal voltage rating with a maximum of 50V DC) and reverse polarity conditions. If an electronic component is required to interface with other components, it shall not require external pull-up and/or pull-down resistors. Where this is not possible, the use of a pull-up or pull-down resistor shall be limited as much as possible and easily accessible and labeled.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 40.1 Wiring and Terminals
DEFAULT
Kinking, grounding at multiple points, stretching and reducing the bend radius below the manufacturer's recommended minimum shall not be permitted.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 40.1.1 Discrete I/O (Inputs/Outputs)
DEFAULT
All wiring to I/O devices, either at the harness level or individual wires, shall be labeled, stamped, or color-coded in a fashion that allows unique identification at a spacing not exceeding 4 in. Wiring for each I/O device shall be bundled together. If the I/O terminals are the same voltages, then jumpers may be used to connect the common nodes of each I/O terminal.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 40.1.2 Shielding
DEFAULT
All wiring that requires shielding shall meet the following minimum requirements. A shield shall be generated by connecting to a ground, which is sourced from a power distribution bus bar or chassis. A shield shall be connected at one location only, typically a tone end of the cable.
However, certain standards or specific requirements, such as SAE J1939 or RF applications, have separate shielding techniques that also shall be used as applicable.

> **NOTE:** A shield grounded at both end forms a ground loop, which can cause intermittent control or faults.

When using shielded or coaxial cable, upon stripping of the insulation, the metallic braid shall be free from frayed strands, which can penetrate the insulation of the inner wires. To prevent the introduction of noise, the shield shall not be connected to the common side of a logic circuit.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 40.1.3 Communications
DEFAULT
The data network cabling shall be selected and installed according to the selected protocol requirements. The physical layer of all network communication systems shall not be used for any purpose other than communication between the system components, unless provided for in the network specifications.

Communications networks that use power line carriers (e.g., data modulated on a 24V power line) shall meet the most stringent applicable wiring and terminal specifications.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 40.1.4 Radio Frequency (RF)
DEFAULT
RF components, such as radios, video devices, cameras, global positioning systems (GPS), etc., shall use coaxial cable to carry the signal. All RF systems require special design consideration for losses along the cable. Connectors shall be minimized since each connector and crimp has a loss that will at tribute to attenuation of the signal. Cabling should allow for the removal of antennas or attached electronics without removing the installed cable between them. If this cannot be done, then a conduit of sufficient size shall be provided for ease of attachment of antenna and cable assembly. The corresponding component vendors shall be consulted for proper application of equipment, including installation ofcables.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 40.1.5 Audio
DEFAULT
Cabling used for microphone level and line level signals shall be 22AWG minimum with shielded twisted pair. Cabling used for amplifier level signals shall be18AWG minimum.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 41. Multiplexing
TS 41.1 General
The primary purpose of the multiplexing system is control of components necessary to operate the vehicle. This is accomplished by processing information from input devices and controlling output devices using an internal logic program.

Versatility and future expansion shall be provided for by expandable system architecture. The multiplex system shall be capable of accepting new inputs and outputs thought head edition of new modules and/or the utilization of no existing spare inputs and outputs. All like components in the multiplex system shall be modular and interchangeable with self-diagnostic capabilities. The modules shall be easily accessible for troubleshooting electrical failures and performing system maintenance. Multiplex input/output modules shall use solid-state devices to provide extended service life and individual circuit protection.

DEFAULT
Ten percent of the total number of inputs and outputs, or at least one each for each voltage type utilized (0V, 12V, 24V) at each module location shall be designated as spares.
Base Bus-I/O controls G4 System

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Ten percent of the total number of inputs and outputs, or at least one each for each voltage type utilized (0V, 12V, 24V) at each module location shall be designated as spares.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 41.2 System Configuration
DEFAULT
Multiplexing may either be distributed or centralized. A distributed system shall process information on multiple control modules within the network. A centralized system shall process the information on a single control module. Either system shall consist of several modules connected to form a control network.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 41.2.1 I/O Signals
DEFAULT
The input/output for the multiplex system may contain four types of electrical signals: discrete, modulating, analogue, serial data.

Discrete signals shall reflect the on/off status of switches, levers, limit switches, lights, etc. Analog signals shall reflect numerical data as represented by a voltage signal (0–12V, 10–24V, etc.) or current signal (4–20 mA). Both types of analog signals shall represent the status of variable devices such as rheostats, potentiometers, temperature probes, etc. Serial data signals shall reflect ASCII or alphanumeric data used in the communication between other on-board components.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 42. Data Communications
TS 42.1 General
DEFAULT
All data communication networks shall be either in accordance with a nationally recognized interface standard, such as those published by SAE, IEEE, or ISO, or shall be published to the TRANSIT AGENCY with the following minimum information:

- Protocol requirements for all timing issues (bit, byte, packet, inter-packet timing, idle line timing, etc.) packet sizes, error checking and transport (bulk transfer of data to/from the device).
- Data definition requirements that ensure access to diagnostic information and performance characteristics.
- The capability and procedures for uploading new application or configuration data.
- Access to revision level of data, application software and firmware.
- The capability and procedures for uploading new firmware or application software.
- Evidence that applicable data shall be broadcast to the network in an efficient manner such that the overall network integrity is not compromised.

Any electronic vehicle components used on a network shall be conformance tested to the corresponding network standard.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 42.2 Drivetrain Level
DEFAULT
Drivetrain components, consisting of the engine, transmission, retarder, anti-lock braking system and all other related components, shall be integrated and communicate fully with respect to vehicle operation with data using SAE Recommended Communications Protocols such as J1939 and/or J1708/J1587 with forward and backward compatibilities or other open protocols. At a minimum, drivetrain components consisting of the engine, transmission, retarder ASR, and anti- lock braking systems shall be powered by a dedicated and isolated ignition supply voltage to ensure data communication among components exists when the vehicle ignition is switched to the "on" position.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 42.2.1 Diagnostics, Fault Detection and Data Access
DEFAULT
Drive train performance, maintenance and diagnostic data, and other electronic messages shall be formatted and transmitted on the communications networks.

The drivetrain level shall have the ability to record abnormal events in memory and provide diagnostic codes and other information to service personnel. At a minimum, this network level shall provide live/fail status, current hardware serial number, software/data revisions and uninterrupted timing functions.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 42.2.2 Programmability (Software)
DEFAULT
The drivetrain level components shall be programmable by the TRANSIT AGENCY with limitations as specified by the subsystem Supplier.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 42.3 Multiplex Level TS 42.3.1 Data Access
DEFAULT
At a minimum, information shall be made available via a communication port on the multiplex system. The location of the communication port shall be easily accessible. A hardware gateway and/or wireless communications system are options if requested by the TRANSIT AGENCY. The communication port(s) shall be located as specified by the TRANSIT AGENCY.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 42.3.2 Diagnostics and Fault Detection
The multiplex system shall have a proven method of determining its status (system health and input/output status) and detecting either active (online) or inactive (offline) faults using on-board visual/audible indicators.

In addition to the indicators, the system shall employ an advanced diagnostic and fault detection system, which shall be accessible via either a personal computer or a handheld unit. Either unit shall have the ability to check logic function. The diagnostic data can be incorporated into the information level network or the central data access system.

DEFAULT
No requirement for mock-up board.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 42.3.3 Programmability (Software)

The multiplex system shall have security provisions to protect its software from unwanted changes. This shall be achieved through any or all of the following procedures:

- Password protection
- Limited distribution of the configuration software
- Limited access to the programming tools required to change the software
- Hardware protection that prevents undesired changes to the software

Provisions for programming the multiplex system shall be possible through a PC or laptop. The multiplex system shall have proper revision control to ensure that the hardware and software are identical on each vehicle equipped with the system. Revision control shall be provided by all the following:

- Hardware component identification where labels are included on all multiplex hardware to identify components.
- Hardware series identification where all multiplex hardware displays the current hardware serial number and firmware revision employed by the module.
- Software revision identification where all copies of the software in service display the version number.
- A method of determining which version of software is currently in use in the multiplex system.

DEFAULT
Revision control labels shall be electronic.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 42.4 Electronic Noise Control
DEFAULT
Electrical and electronic subsystems and components on all buses shall not emit electromagnetic radiation that will interfere with on-board systems, components or equipment, telephone service, radio, or TV reception, or violate regulations of the Federal Communications Commission.

Electrical and electronic subsystems on the coaches shall not be affected by external sources of RFI/EMI. This includes, but is not limited to, radio and TV transmission, portable electronic devices including computers in the vicinity of or onboard the buses, AC or DC power lines and RFI/EMI emissions from other vehicles.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DRIVER PROVISIONS, CONTROLS, AND INSTRUMENTATION

TS 43. Driver's Area Controls

TS 43.1 General

DEFAULT

In general, when designing the driver's area, it is recommended that SAE J833, "Human Physical Dimensions," be used.

Switches and controls shall be divided into basic groups and assigned to specific areas, in conformance with SAE Recommended Practice J680, Revised 1988, "Location and Operation of Instruments and Controls in Motor Truck Cabs," and be essentially within the hand reach envelope described in SAE Recommended Practice J287, "Driver Hand Control Reach."

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***

Comment:

TS 43.2 Glare

DEFAULT

The driver's work area shall be designed to minimize glare to the extent possible. Objects within and adjacent to this area shall be matte black or dark gray in color wherever possible to reduce the reflection of light onto the windshield. The use of polished metal and light-colored surfaces within and adjacent to the driver's area shall be avoided.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***

Comment:

TS 43.3 Visors/Sunshades

DEFAULT

Front and Side Sunshade/Visor

Adjustable sun visor(s) shall be provided for the driver's windshield and the driver's side window. Visors shall be shaped to minimize light leakage between the visor and windshield pillars. Visors shall store out of the way and shall not obstruct airflow from the climate control system or interfere with other equipment, such as the radio handset or the destination control. Deployment of the visors shall not restrict vision of the rearview mirrors. Visor adjustments shall be made easily by hand with positive locking and releasing devices and shall not be subject to damage by over-tightening. Sun visor construction and materials shall be strong enough to resist breakage during adjustments. Visors may be transparent but shall not allow a visible light transmittance in excess of 10 percent. Visors, when deployed, shall be effective in the driver's field of view at angles more than 5 deg. above the horizontal.

TS 43.3.1 2023 FLORIDA STATUES (INCLUDING 2023C). 316.2954 Windows behind the driver; restrictions on sun screening material.

a. A person shall not operate any motor vehicle on any public highway, road, or street on which vehicle any windows behind the driver as composed of, covered by, or treated with any sun screening material, or other product or material which has the effect of making the window nontransparent or which would alter the window's color, increase its reflectivity, or reduce its light transmittance except as specified below:

   i. Sun screening material consisting of film which, when applied to and tested on the rear window glass of the specific motor vehicle, has a total solar reflectance of visible light of not more than 35 percent as measured on the nonfilm side and a light transmittance of at least 15 percent in the visible light range; however, sun screening material which, when applied to and tested on the rear window glass of the specific motor vehicle, has a total solar reflectance of visible light of not more than 35 percent as measured on the nonfilm side and a light transmittance of at least 6 percent in the visible light range may be used on multipurpose passenger vehicles.

   ii. Perforated sun screening material which, when tested in conjunction with exiting glazing or film material, has a total reflectance of visible light of not more than 35 percent and a light transmittance of no less than 30 percent. For those products or materials having different levels of reflectance, the highest reflectance from the product or material will be measured by dividing the area into 16 equal sections and averaging the overall reflectance. The measured reflectance of any of those sections may not exceed 50 percent.

   iii. Louvered materials, if the installation of the materials does not reduce driver visibility by more than 50 percent.

   iv. Privacy drapes, curtains, and blinds, provided such covering is in an open and secure position when the motor vehicle is being operated on any public highway, road, or street.

b. A person shall not operate any motor vehicle upon any public highway, road, or street, on which vehicle the rear window is composed of, covered by, or treated with any material which has the effect of making the window nontransparent, unless the vehicle is equipped with side mirrors on both sides that meet the requirements of s.316.294.

c. A violation of this section is a noncriminal traffic infraction, punishable as a nonmoving violation as provided in chapter 318.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 43.4 Driver's Controls
Frequently used controls must be in easily accessible locations. These include the door control, kneel control, windshield wiper/washer controls, ramp, and lift and run switch. Any switches and controls necessary for the safe operation of the bus shall be conveniently located and shall provide ease of operation. They shall be identifiable by shape, touch, and permanent markings. Controls also shall be located so that passengers may not easily tamper with control settings.

All panel-mounted switches and controls shall be marked with easily read identifiers. Graphic symbols shall conform to SAE Recommended Practice J2402, "Road Vehicles – Symbols for Controls, Indicators, and Tell Tales," where available and applicable. The color of switches and controls shall be dark with contrasting typography or symbols.

Mechanical switches and controls shall be replaceable, and the wiring at these controls shall be serviceable from a convenient location. Switches, controls, and instruments shall be dust- and water-resistant.

DEFAULT
All switches/controls in the driver's controls area shall be mounted in an angled panel steep enough to discourage drivers from using it as a personal storage area for items like food, drinks, cell phones, etc.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 43.5 Normal Bus Operation Instrumentation and Controls

The following list identifies bus controls used to operate the bus. These controls are either frequently used or critical to the operation of the bus. They shall be located within easy reach of the operator. The operator shall not be required to stand or turn to view or actuate these controls unless specified otherwise.

Systems or components monitored by onboard diagnostics system shall be displayed in clear view of the operator and provide visual and/or audible indicators. The intensity of indicators shall permit easy determination of on/off status in bright sunlight but shall not cause a distraction or visibility problem at night. All indicators shall be illuminated using backlighting.

The indicator panel shall be located in Area 1 or Area 5, within easy view of the operator instrument panel. All indicators shall have a method of momentarily testing their operation. The audible alarm shall be tamper-resistant and shall have an outlet level between 80 and 83 dBA when measured at the location of the operator's ear.

On-board displays visible to the operator shall be limited to indicating the status of those functions described herein that are necessary for the operation of the bus. All other indicators needed for diagnostics and their related interface hardware shall be concealed and protected from unauthorized access. **Table 6** represents instruments and alarms. The intent of the overall physical layout of the indicators shall be in a logical grouping of systems and severity nature of the fault.

Consideration shall be provided for future additions of spare indicators as the capability of onboard diagnostic systems improves. Blank spaces shall contain LEDs.

TABLE 6
Transit Bus Instruments and Alarms

Device	Description	Location	Function	Visual/ Audible
Master run switch	Rotary, four-position detent	Side console	Master control for bus, off, day run, night run and clearance ID lights	
Engine start, front	Approved momentary switch	Side console	Activates engine starter motor	
Engine start, rear	Approved momentary switch	Engine compartment	Activates engine starter motor	
Engine run, rear	Three-position toggle switch	Engine compartment	Permits running engine from rear start, normal front run position and off	Amber light
Drive selector	Touch panel switch	Side console	Provides selection of propulsion: forward, reverse, and neutral	Gear selection
HVAC	Switch or switches to control HVAC	Side console	Permits selection of passenger ventilation: off, cool, heat, low fan, high fan, or full auto with on/off only	

TABLE 6
Transit Bus Instruments and Alarms (Continued)

Device	Description	Location	Function	Visual/ Audible
Driver's ventilation	Rotary, three-position detent	Side console or dash left wing	Permits supplemental ventilation: fan off, low, or high	
Defroster fan	Rotary, three-position detent	Side console or dash left wing	Permits defroster: fan off, low, medium, or high	
Defroster temperature	Variable position	Side console or dash left wing	Adjusts defroster water flow and temperature	
Windshield wiper	One-variable rotary position operating both wipers	Dash left wing	Variable speed control of left and right windshield wipers	
Windshield washer	Push button	Dash left wing	Activates windshield washers	
Dash panel lights	Rotary rheostat or stepping switch	Side console or dash left wing	Provides adjustment for light intensity in night run position	
Interior lights	Three-position switch	Side console	Selects mode of passenger compartment lighting: off, on, normal	
Fast idle	Two-position switch	Side console	Selects high idle speed of engine	
WC ramp/ kneel enable	Two-position switch[1]	Side console or dash right wing	Permits operation of ramp and kneel operations at each door remote panel	Amber light
Front door ramp/kneel enable	Two-position keyed switch[1]	Front door remote or dash right wing	Permits ramp and kneel activation from front door area, key required[1]	Amber light

Front door ramp	Three-position momentary switch	Right side of steering wheel	Permits deploy and stow of front ramp	Red light
Front kneel	Three-position momentary switch	Front door remote	Permits kneeling activation and raise and normal at front door remote location	Amber or red dash indicator; exterior alarm and amber light

TABLE 6
Transit Bus Instruments and Alarms (Continued)

Device	Description	Location	Function	Visual/ Audible
Rear door ramp/kneel enable	Two-position keyed switch[1]	Rear door remote	Permits ramp and kneel activation from rear door area; key required[1]	Red light
Rear door ramp	Three-position momentary switch	Rear door remote	Permits deploy and stow of rear ramp	
Rear kneel	Three-position momentary switch	Rear door remote	Permits kneeling activation and raise and normal at rear door remote location	
Silent alarm	Recessed push button, NO and NC contacts momentary	Side console	Activates emergency radio alarm at dispatch and permits covert microphone and/or enables destination sign emergency message	
Video system event switch	Momentary on/off momentary switch with plastic guard	Side console	Triggers event equipment, triggers event light on dash	Amber light
Left remote mirror	Four-position toggle type	Side console	Permits two-axis adjustment of left exterior mirror	
Right remote mirror	Four-position toggle type	Side console	Permits two-axis adjustment of right exterior mirror	
Mirror heater	Switch or temperature activated	Side console	Permits heating of outside mirrors when required	

Passenger door control	Five-position handle type detent or two momentary push buttons	Side console, forward	Permits open/close control of front and rear passenger doors	Red light
Rear door override	Two-position switch in approved location	Side console, forward	Allows driver to override activation of rear door passenger tape switches	
Engine shutdown override	Momentary switch with operation protection	Side console	Permits driver to override auto engine shutdown	
Hazard flashers	Two-position switch	Side console or dash right wing	Activates emergency flashers	Two green lights

TABLE 6
Transit Bus Instruments and Alarms (Continued)

Device	Description	Location	Function	Visual/ Audible
Fire suppression	Red push button with protective cover	Dash left wing or dash center	Permits driver to override and manually discharge fire suppression system	Red light
Mobile data terminal	Mobile data terminal coach operator interface panel	Above right dash wing	Facilitates driver interaction with communication system and master log-on	LCD display with visual status and text messages
Farebox interface	Farebox coach operator interface panel	Near farebox	Facilitates driver interaction with farebox system	LCD display
Destination sign interface	Destination sign interface panel	In approved location	Facilitates driver interaction with destination sign system, manual entry	LCD display
Turn signals	Momentary push button (two required) raised from other switches	Left foot panel	Activates left and right turn signals	Two green lights and optional audible indicator
PA manual	Momentary push button	In approved location	Permits driver to manually activate public address microphone	
Low- profile microphone	Low-profile discrete mounting	Steering column	Permits driver to make announcements with both hands on the wheel and focusing on road conditions	

High beam	Detected push button	In approved location	Permits driver to toggle between low and high beam	Blue light
Parking brake	Pneumatic PPV	Side console or dash left wing	Permits driver to apply and release parking brake	Red light
Park brake release	Pneumatic PPV	Vertical side of the side consoler dash center	Permits driver to push and hold to release brakes	

TABLE 6
Transit Bus Instruments and Alarms (Continued)

Device	Description	Location	Function	Visual/ Audible
Hill holder	Two-position momentary switch	Side console	Applies brakes to prevent bus from rolling	
Remote engine speed	Rotary rheostat	Engine compartment	Permits technician to raise and lower engine RPM from engine compartment	
Master door/ interlock	Multi-pole toggle, detected	Out of operator's reach	Permits driver override to disable door and brake/throttle interlock	Red light
Warning interlocks deactivated	Red indicator light	Dash panel center	Illuminates to warn driver that interlocks have been deactivated	Red light
Retarder disable	Multi-pole switch detented	Within reach of operator or approved location	Permits driver override to disable brake retardation/regeneration	Red light
Alarm acknowledge	Push button momentary	Approved location	Permits driver to acknowledge alarm condition	
Rear door passenger sensor disable	Multi-pole toggle, detented	In sign compartment or driver's barrier compartment	Permits driver to override rear door passenger sensing system	

Indicator/ alarm test button	Momentary switch or programming[1]	Dash center panel	Permits driver to activate test of sentry, indicators, and audible alarms	All visuals and audibles
Auxiliary power	110 V power receptacle	Approved location	Property to specify what function to supply	
Speedometer	Speedometer, odometer, and diagnostic capability, 5-mile increments	Dash center panel	Visual indication of speed and distance traveled, accumulated vehicle mileage, fault condition display	Visual
Air pressure gauge	Primary and secondary, 5 psi increments	Dash center panel	Visual indication of primary and secondary air systems	Red light and buzzer

TABLE 6
Transit Bus Instruments and Alarms (Continued)

Device	Description	Location	Function	Visual/ Audible
Fire detection	Coach operator display	Property specific or dash center	Indication of fire detection activation by zone/location	Buzzer and red light
Door obstruction	Sensing of door obstruction	Dash center	Indication of rear door sensitive edge activation	Red light and buzzer
Door ajar	Door not properly closed	Property specific or dash center	Indication of rear door not properly closed	Buzzer or alarm and red light
Low system air pressure	Sensing low primary and secondary air tank pressure	Dash center	Indication of low air system pressure	Buzzer and red light
Methane detection function	Detection of system integrity	Property specific or dash center	Detects system failure	No start condition, amber light
Methane detection	Indication of 20% LED emergency light (LEL)	Property specific or dash center	Detects levels of methane	Flashing red at 20% LEL
Methane detection	Indication of 50% LEL	Property specific or dash center	Detects levels of methane	Solid red at 50% LEL

Engine coolant indicator	Low coolant indicator may be supplied as audible alert and visual and/or text message	Within driver's sight	Detects low coolant condition	Amber light
Hot engine indicator	Coolant temperature indicator may be supplied as audible alert and visual and/or text message	Within driver's sight	Detects hot engine condition and initiates time delay shutdown	Red light
Low engine oil pressure indicator	Engine oil pressure indicator may be supplied as audible alert and visual and/or text message	Within driver's sight	Detects low engine oil pressure condition and initiates time-delayed shutdown	Red light
ABS indicator	Detects system status	Dash center	Displays system failure	Amber light

TABLE 6
Transit Bus Instruments and Alarms (Continued)

Device	Description	Location	Function	Visual/ Audible
HVAC indicator	Detects system status	Dash center	Displays system failure	Amber or red light
Charging system indicator (12/24 V)	Detect charging system status	Dash center	Detects no charge condition and optionally detects battery high, low, imbalance, no charge condition, and initiates time-delayed shutdown	Red light flashing or solid based on condition
Bike rack deployed indicator	Detects bike rack position	Dash center	Indication of bike rack not being in fully stowed position	Amber or red light
Fuel tank level	Analog gauge, graduated based on fuel type	Dash center	Indication of fuel tank level/pressure	
DEF gauge	Level Indicator	Center dash	Displays level of DEF tank and indicates with warning light when low	Red light

Active regeneration	Detects status	Dash center	Indication of electric regeneration	Amber or red light
Turntable	Detects status	Dash center	Warning indication for hinge locking	Audible and amber warning and red light if locked
Turntable	Interlock momentary switch	Side console	Momentarily release interlock brakes due to over angled condition	

1. Indicate area by drawing. Break up switch control from indicator lights.

TABLE 6 (ALTERNATIVE)
Transit Bus Instruments and Alarms

Device	Description	Location	Function	Visual/ Audible
[Proposer to provide]				

TS 43.6 Driver Foot Controls
DEFAULT
The accelerator and brake pedals shall be designed for ankle motion. Foot surfaces of the pedals shall be faced with wear-resistant, nonskid, replaceable material.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 43.6.1 Pedal Angle
DEFAULT
The vertical angle of the accelerator and brake pedals shall be determined from a horizontal plane regardless of the slope of the cab floor. The accelerator and brake pedals shall be positioned at an angle of 37 to 50deg at the point of initiation of contact and extend downward to an angle of 10 to 18deg at full throttle.

The location of the brake and accelerator pedals shall be determined by the manufacturer, based on space needs, visibility, lower edge of windshield and vertical H-point.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 43.6.2 Pedal Dimensions and Position
DEFAULT
The floor-mounted accelerator pedal shall be 10 to 12 in. long and 3 to 4 in. wide. Clearance around the pedal must allow for no interference precluding operation.

The accelerator and brake pedals shall be positioned such that the spacing between them, measured at the heel of the pedals, is between 1 and 2 in. Both pedals should be located approximately on the same plane coincident to the surface of the pedals.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 43.7 Brake and Accelerator Pedals
DEFAULT
Brake Pedal
Non-adjustable brake pedal.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 43.8 Driver Foot Switches
Floor-Mounted Foot Control Platform
The angle of the turn signal platform shall be determined from a horizontal plane, regardless of the slope of the cab floor. The turn signal platform shall be angled at a minimum of 10 deg. and a maximum of 37 deg. It shall be located no closer to the seat front than the heel point of the accelerator pedal.

DEFAULT
Turn Signal Controls
Turn signal controls shall be floor-mounted, foot-controlled, water-resistant, heavy-duty, momentary contact switches.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Foot Switch Control
The control switches for the turn signals shall be mounted on an inclined, floor-mounted stainless-steel enclosure or metal plate mounted to an incline integrated into the driver's platform, located to the left of the steering column. The location and design of this enclosure shall be such that foot room for the operator is not impeded. The inclined mounting surface shall be skid resistant. All other signals, including high beam and public address system, shall be in approved locations.

The foot switches shall be UL-listed, heavy-duty type, of a rugged, corrosion-resistant metal construction. The foot switches for the directionals shall be momentary type, while those for the

PA system and the high beam shall be latching type. The spacing of the switches shall be such that inadvertent simultaneous deflection of switches is prevented.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 44. Driver's Amenities TS 44.1 Coat Hanger DEFAULT
Coat Hanger
A suitable hanger shall be installed in a convenient, approved location for the driver's coat.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 44.2 Drink Holder
DEFAULT
No drink holder.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 44.3 Storage Box
DEFAULT
Storage Box
An enclosed driver storage area shall be provided with a positive latching door and/or lock. 44”H x 22.5” W x 20”D, 2 Doors

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 45. Windshield Wipers and Washers
TS 45.1 Windshield Wipers
The bus shall be equipped with a windshield wiper for each half of the windshield. At 60 mph, no more than 10 percent of the wiped area shall be lost due to windshield wiper lift. For two- piece windshields, both wipers shall park along the center edges of the windshield glass. For single-piece windshields, wipers shall park along the bottom edge of the windshield. Windshield wiper motors and mechanisms shall be easily accessible for repairs or service. The fastener that secures the wiper arm to the drive mechanism shall be corrosion resistant.

DEFAULT
Single-control, electric two-speed intermittent wiper.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Single control for air-operated system.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

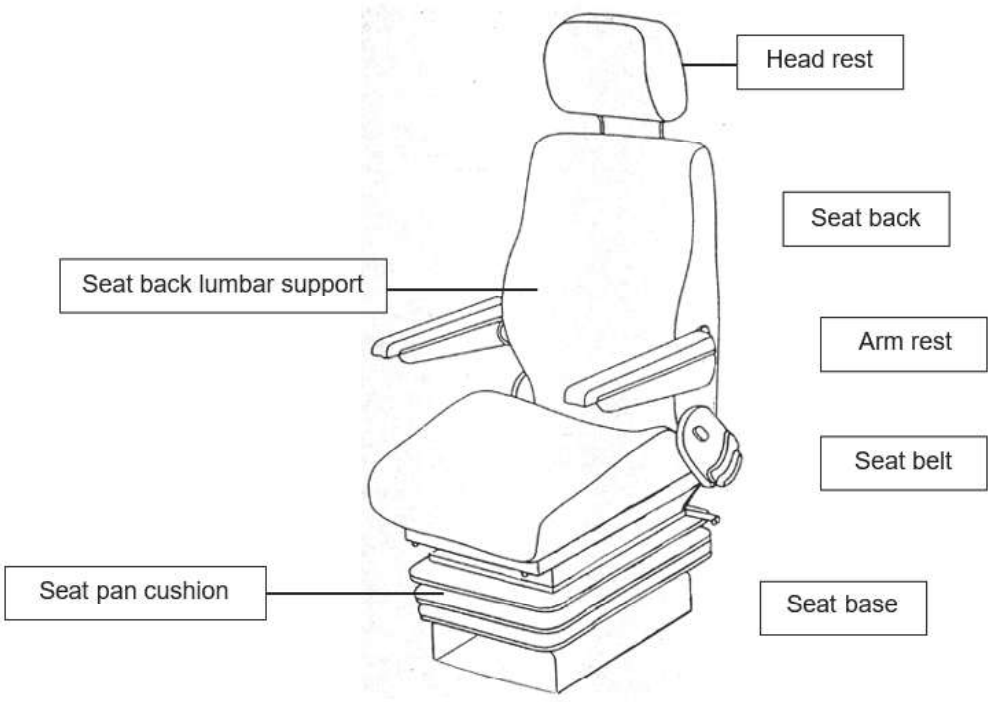
TS 45.2 Windshield Washers
DEFAULT
The windshield washer system, when used with the wipers, shall deposit washing fluid evenly and completely wet the entire wiped area.

The windshield washer system shall have a minimum 3-gallon reservoir, located for easy refilling from outside the bus. Reservoir pumps, lines and fittings shall be corrosion-resistant and must include a means to determine fluid level.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 46. Driver's Seat
FIGURE 5
Driver's Seat



DEFAULT
USSC G2A

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 46.1 Dimensions
DEFAULT
The driver's seat shall be comfortable and adjustable so that people ranging in size from a 95th- percentile male to a 5th-percentile female may operate the bus.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 46.1.1 Seat Pan Cushion Length
DEFAULT
Measurement shall be from the front edge of the seat pan to the rear at its intersection with the seat back. The adjustment of the seat pan length shall be no less than 16.5 in.at its minimum length and no more than 20.5 in.at its maximum length.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

SP 1.1.1 Seat Pan Cushion Height
DEFAULT
Dimensions
Measurement shall be from the cab floor to the top of the level seat at its center midpoint. The seat shall adjust in height from a minimum of14 in., with a minimum 6 in. vertical range of adjustment.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 46.1.2 Seat Pan Cushion Slope
DEFAULT
Measurement is the slope of the plane created by connecting the two high points of the seat, one at the rear of the seat at its intersection with the seat back and the other at the front of the seat just before it waterfalls downward at the edge. The slope can be measured using an inclinometer and shall be stated in degrees of incline relative to the horizontal plane (0 deg). The seat pan shall adjust in its slope from no less than plus 12 deg (rearward "bucket seat" incline) to no less than minus 5 deg (forward slope).

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 46.1.3 Seat Base Fore/Aft Adjustment
DEFAULT
Measurement is the horizontal distance from the heel point to the front edge of the seat. The minimum and maximum distances shall be measured from the front edge of the seat when it is adjusted to its minimum seat pan depth (approximately 15 in.). On all low-floor buses, the seat base shall travel horizontally a minimum of 9 in. It shall adjust no closer to the heel point than 6 in. On all high-floor buses, the seat base shall travel a minimum of 9 in. and adjust no closer to the heel point than 6 in.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 46.1.4 Seat Pan Cushion Width
DEFAULT
Measurement is the horizontal distance across the seat cushion. The seat pan cushion shall be 17 to 21 in. across at the front edge of the seat cushion and 20 to 23 in. across at the side bolsters.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 46.1.5 Seat Suspension

DEFAULT
The driver's seat shall be appropriately dampened to support a minimum weight of 380 lbs. The suspension shall be capable of dampening adjustment in both directions.

Rubber bumpers shall be provided to prevent metal-to-metal contact.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 46.1.6 Seat Back
DEFAULT
Width
Measurement is the distance between the outermost points of the front of the seat back, at or near its midpoint in height. The seat back width shall be no less than 19 in. Seat back will include dual recliner gears on both sides of the seat.

Height
Standard height seat back.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 46.1.7 Headrests
DEFAULT
Adjustable headrest.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 46.1.8 Seat Back Lumbar Support

DEFAULT
Measurement is from the bottom of the seat back at its intersection with the seat pan to the top of the lumbar cushioning. The seat back shall provide adjustable-depth lumbar back support with three individual operating lumbar cells within a minimum range of 7 to 11 in.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 46.1.9 Seat Back Angle Adjustment
DEFAULT
The seat back angle shall be measured relative to a level seat pan, where 90 deg is the upright position and 90 deg-plus represents the amount of recline.

The seat back shall adjust in angle from a minimum of no more than 90 deg (upright) to at least 105 deg (reclined), with infinite adjustment in between.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 46.2 Seat Belt
The belt assembly should be an auto-locking retractor (ALR). All seat belts should be stored in automatic retractors. The belts shall be mounted to the seat frame so that the driver may adjust the seat without resetting the seat belt.

The seat and seatbelt assemblies as installed in the bus shall withstand static horizontal forces as required in FMVSS 207 and 210.

DEFAULT
Orange three-point seatbelt webbing.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

Lap Belt Length

DEFAULT
72 in.
The lap belt assembly shall be a minimum of 72 in. in length.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 46.3 Adjustable Armrest
DEFAULT
No armrests.
Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 46.4 Seat Control Locations
DEFAULT
While seated, the driver shall be able to make seat adjustments by hand without complexity, excessive effort or being pinched. Adjustment mechanisms shall hold the adjustments and shall not be subject to inadvertent changes.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 46.5 Seat Structure and Materials Cushions
Cushions shall be fully padded with at least 3 in. of materials in the seating areas at the bottom and back.

Cushion Materials
DEFAULT
Open-cell polyurethane (FMVSS 302).

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 46.6 Pedestal
DEFAULT
Powder-coated steel.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 46.7 Mirrors
TS 46.7.1 Exterior Mirrors
The bus shall be equipped with corrosion-resistant, outside rearview mirrors mounted with stable supports to minimize vibration. Mirrors shall be firmly attached to the bus to minimize vibration and to prevent loss of adjustment with a breakaway mounting system. Mirrors shall permit the driver to view the roadway along the sides of the bus, including the rear wheels. Mirrors should be positioned to prevent blind spots.

Mirrors shall retract or fold sufficiently to allow bus washing operations but avoid contact with windshield.

DEFAULT
Exterior mirrors shall be installed without a breakaway mounting system.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Flat Mirrors on Both Sides
The bus shall be equipped with two flat outside mirrors, each with not less than 50 sq. in. of reflective surface. The mirrors shall be located as to provide the driver a view to the rear along both sides of the bus and shall be adjustable both in the horizontal and vertical directions to view the rearward scene. The roadside rearview mirror shall be positioned so that the driver's line of sight is not obstructed.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

Curbside Mirrors
The curbside rearview mirror shall be mounted so that its lower edge is no less than 80 in. above the street surface. A lower mount may be required due to mirror configuration requests.

DEFAULT
Remote Adjustment of Curbside Mirror
The driver shall be able to adjust the curbside mirror remotely while seated in the driving position. The control for remote positioning of the mirror shall be a single switch or device.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

Street-Side Mirrors
DEFAULT
Standard mirror, not heated, no remote adjustment.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 46.7.2 Interior Mirrors
DEFAULT
Mirrors shall be provided for the driver to observe passengers throughout the bus without leaving the seat and without shoulder movement. The driver shall be able to observe passengers in the front/entrance and rear/exit areas (if applicable), anywhere in the aisle, and in the rear seats.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

WINDOWS
TS 47. General

Use with 30ft length: A minimum of 6000 sq. in. of window area, including operator and door windows, shall be required on each side of the standard configuration bus.

Use with 35ft length: A minimum of 8000 sq. in. of window area, including operator and door windows, shall be required on each side of the standard configuration bus.

Use with 40ft length: A minimum of 10,000 sq. in. of window area, including operator and door windows, shall be required on each side of the standard configuration bus.

TS 48. Windshield

DEFAULT

The windshield shall permit an operator's field of view as referenced in SAE Recommended Practice J1050.The vertically upward view shall be a minimum of 14deg, measured above the horizontal and excluding any shaded band. The vertically downward view shall permit detection of an object 3½ft high no more than 2 ft. in front of the bus. The horizontal view shall be a minimum of 90 deg above the line of sight. Any binocular obscuration due to a center divider may be ignored when determining the 90deg requirement, provided that the divider does not exceed a 3deg angle in the operator's field of view. Windshield pillars shall not exceed 10 deg of binocular obscuration. The windshield shall be designed and installed to minimize external glare as well as reflections from inside the bus.

The windshield shall be easily replaceable by removing zip-locks from the windshield retaining moldings. Bonded-in-place windshields shall not be used. Winglets may be bonded.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET

Comment:

TS 48.1 Glazing

The windshield glazing material shall have a ¼ in. nominal thickness laminated safety glass conforming to the requirements of ANSI Z26.1 Test Grouping AS-1 and the recommended practices defined in SAE J673.

DEFAULT

Shaded Band

The upper portion of the windshield above the driver's field of view shall have a dark, shaded band and marked AS-3, with a minimum luminous transmittance of 5 percent when tested in accordance to ASTM D-1003.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Two-piece windshield.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 49. Driver's Side Window
The driver's side window shall be the sliding type, requiring only the rear half of the sash to latch upon closing, and shall open sufficiently to permit the seated operator to easily adjust the street-side outside rearview mirror. When in an open position, the window shall not rattle or close during braking. This window section shall slide in tracks or channels designed to last the service life of the bus. The operator's side window shall not be bonded in place and shall be easily replaceable. The glazing material shall have a single-density tint.

The driver's view, perpendicular through operator's side window glazing, should extend a minimum of 33 in. (840 mm) to the rear of the heel point on the accelerator, and in any case must accommodate a 95th percentile male operator. The view through the glazing at the front of the assembly should begin not more than 26 in. (560 mm) above the operator's floor to ensure visibility of an under-mounted convex mirror. Driver's window construction shall maximize ability for full opening of the window.

DEFAULT
The driver's side window glazing material shall have a ¼ in. nominal thickness laminated safety glass conforming to the requirements of ANSI Z26.1-1996 Test Grouping AS-2 and the recommended practices defined in SAE J673.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Standard Driver's Side Window, Traditional Frame
TRANSIT AGENCY to choose from the following options:

- Full slider
  - Egress
  - Non-egress
- Top fixed over bottom slider
  - Egress
  - Non-egress

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 50. Side Windows TS 50.1 Configuration DEFAULT
Side windows shall not be bonded in place but shall be easily replaceable without disturbing adjacent windows and shall be mounted so that flexing or vibration from engine operation or normal road excitation is not apparent. All aluminum and steel material will be treated to prevent corrosion.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 50.2 Emergency Exit (Egress) Configuration
DEFAULT
Minimum Egress
All side windows shall be fixed in position, except as necessary to meet the emergency escape requirements.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Standard Passenger Side Window Configurations
TRANSIT AGENCY to choose from the following options:

- Traditional frame
  - Full fixed
  - Openable windows with inward-opening transom panels
  - Openable windows with sliding transom panels
  - Openable windows with a fixed transom panel and sliding lower panels
  - Openable windows with full-height sliding panels Hidden frame (flush “Euro-look”)

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Traditional Frame
TRANSIT AGENCY to choose from the following options:

- Full fixed
- Openable windows with inward-opening transom panels
- Openable windows with sliding transom panels
- Openable windows with a fixed transom panel and sliding lower panels
- Openable windows with full height sliding panels

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 50.3 Configuration
DEFAULT
Fixed Side Windows
All side windows shall be fixed in position, except as necessary to meet the emergency escape requirements.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 50.4 Materials
Safety Glass Glazing Panels
Side windows glazing material shall have a minimum of 3/16 in. nominal thickness tempered safety glass. The material shall conform to the requirements of ANSI Z26.1-1996 Test Grouping 2 and the recommended practices defined in SAE J673.

DEFAULT
Windows on the bus sides and in the rear door shall be tinted a neutral color, complementary to the bus exterior. The maximum solar energy transmittance shall not exceed 37 percent, as measured by ASTM E-424. Luminous transmittance shall be measured by ASTM D-1003.
Windows over the destination signs shall not be tinted.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT (LIGHT)
55 percent luminous transmittance.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT (DARK)
27 percent luminous transmittance.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Safety Glass Glazing Panels
Side windows glazing material shall have a minimum of 3/16 in. nominal thickness tempered safety glass. The material shall conform to the requirements of ANSI Z26.1 Test Grouping 2 and the recommended practices defined in SAE J673.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

> **NOTE:** All glass treatments must be permanent, within the glass and/or in the center membrane. Surface films are not permitted.

SHGC and light transmission performance shall be defined by the National Fenestration Rating Council.

TS 50.5 Rear Window
DEFAULT
No requirement for rear window.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

HEATING, VENTILATING AND AIR CONDITIONING
TS 51. Capacity and Performance
The HVAC climate control system shall be capable of controlling the temperature and maintaining the humidity levels of the interior of the bus as defined in the following paragraphs.

DEFAULT
Rear Mounted Thermo-King X430 407C

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Allow Either Roof- or Rear-Mounted HVAC Unit
The HVAC unit may either be roof or rear mounted. Note that a rear-mounted unit will preclude a rear window and that the term “roof-mounted unit” includes units mounted on top of or beneath the roof surface.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT

Capacity and Performance Requirements

The air-conditioning portion of the HVAC system shall be capable of reducing the passenger compartment temperature from 115 to 95 °F in less than 20 minutes after engine start-up. Engine temperature shall be within the normal operating range at the time of start-up of the cool-down test, and the engine speed shall be limited to fast idle, which may be activated by a driver- controlled device. During the cool-down period, the refrigerant pressure shall not exceed safe high-side pressures, and the condenser discharge air temperature, measured 6 in. from the surface of the coil, shall be less than 45 °F above the condenser inlet air temperature. The appropriate solar load as recommended in the APTA "Recommended Instrumentation and Performance Testing for Transit Bus Air Conditioning System," representing 4 p.m. on August 21, shall be used. There shall be no passengers on board, and the doors and windows shall be closed.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***

Comment:

TS 52. Controls and Temperature Uniformity

The HVAC system excluding the driver's heater/defroster shall be centrally controlled with an advanced electronic/diagnostic control system with provisions for extracting/reading data. The system shall be compliant with J1939 Communication Protocol for receiving and broadcasting of data.

Hot engine coolant water shall be delivered to the HVAC system driver's defroster/heater and other heater cores by means of an auxiliary coolant pump, sized for the required flow, which is brushless and seal less having a minimum maintenance-free service life for both the brushless motor and the pump of at least 40,000 hours at full power.

DEFAULT

Manual Mode Selection of Climate Control System

After manual selection and/or activation of climate control system operation mode, all interior climate control system requirements for the selected mode shall be attained automatically to within ±2 °F of specified temperature control set point.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***

Comment:

DEFAULT
Single Control Set point at 70 °F
The temperature control set point for the system shall be 70 °F.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 52.1 Auxiliary Heater
DEFAULT
No auxiliary heater.

Auxiliary Heater
An auxiliary heater fired by diesel fuel shall be provided to supplement the heat supplied by the engine and shall have an output necessary to meet the performance criteria. The heater shall be equipped with safety devices to prevent over fueling, overheating due to loss of coolant or water pump failure, and operation during conditions of low battery voltage. The auxiliary heater shall have capability of functioning in the supplemental mode and preheat mode. The supplemental mode shall automatically cycle the auxiliary heater "on" and "off" according to the coolant temperature. No driver input shall be required when the engine is running. The preheat mode shall be enabled through a single-pole double-throw momentary switch. With the master run switch in the "off" position, toggling the switch to its momentary upward ("on") position shall enable the auxiliary heater to operate in preheat. Once in preheat, the unit shall continue to operate and cycle until either the preheat switch is toggled to its momentary downward ("off") position, or the master run switch is turned "on," or the time elapsed exceeds 60 minutes, at which time the preheat mode will automatically be disabled. The supplement mode will always override the preheat mode.

The auxiliary heater coolant pump shall shut down when the coolant is up to temperature during the supplemental mode. With the engine running, there shall be coolant flow through the heater all the time. The temperature sensor shall constantly measure the coolant temperature and cycle "on" if required, at which time the coolant pump turns on.

The auxiliary heater shall be equipped with a self-priming fuel pump. The unit shall be electronically controlled with appropriate diagnostics for troubleshooting. Operation, as well as diagnostic data, shall be stored and shall be retrievable through an IBM compatible PC. The auxiliary heater maintenance/diagnostic information shall be communicated through the appropriate protocol, SAE J1708 or J1939.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 53. Air Flow
TS 53.1 Passenger Area
The cooling mode of the interior climate control system shall introduce air into the bus at or near the ceiling height at a minimum rate of 25 cubic ft. per minute (cfm) per passenger based on the standard configuration bus carrying a number of passengers equal to 150 percent of the seated load. Airflow shall be evenly distributed throughout the bus, with air velocity not exceeding 100 ft. per minute on any passenger. The ventilating mode shall provide air at a minimum flow rate of 20 cfm per passenger.

Airflow may be reduced to 15 cfm per passenger (150 percent of seated load) when operating in the heating mode. The fans shall not activate until the heating element has warmed sufficiently to ensure at least 70 °F air outlet temperature. The heating air outlet temperature shall not exceed 120 °F under any normal operating conditions.

The climate control blower motors and fan shall be designed such that their operation complies with the interior noise level requirements.

DEFAULT
No "Fresh Air" Requirements
To be used by agencies that have an operating profile where the door opening cycle results in effectively providing an adequate "fresh air" mixture.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 53.2 Driver's Area
DEFAULT
The bus interior climate control system shall deliver at least 100 cfm of air to the driver's area when operating in the ventilating and cooling modes. Adjustable nozzles shall permit variable distribution or shutdown of the airflow. Airflow in the heating mode shall be reduced proportionally to the reduction of airflow into the passenger area. The windshield defroster unit shall meet the requirements of SAE Recommended Practice J382, "Windshield Defrosting Systems Performance Requirements," and shall have the capability of diverting heated air to the driver's feet and legs. The defroster or interior climate control system shall maintain visibility through the driver's side window.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 53.3 Controls for the Climate Control System (CCS)
DEFAULT

The controls for the driver's compartment for heating, ventilation and cooling systems shall be integrated and shall meet the following requirements:

- The heat/defrost system fan shall be controlled by a separate switch that has an "off" position and at least two positions for speed control. All switches and controls shall preclude the possibility of clothing becoming entangled, and shields shall be provided, if required. If the fans are approved by the TRANSIT AGENCY, an "on/off" switch shall be located to the right of or near the main defroster switch.
- A manually operated control valve shall control the coolant flow through the heater core.
- If a cable-operated manual control valve is used, then the cable length shall be kept to a minimum to reduce cable seizing. Heater water control valves shall be "positive" type, closed or open. The method of operating remote valves shall require the concurrence of the TRANSIT AGENCY project manager.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 53.4 Driver's Compartment Requirements
DEFAULT
A separate heating, ventilation and defroster system for the driver's area shall be provided and shall be controlled by the driver. The system shall meet the following requirements:

The heater and defroster system shall provide heating for the driver and heated air to completely defrost and defog the windshield, driver's side window, and the front door glasses in all operating conditions. Fan(s) shall be able to draw air from the bus body interior and/or exterior through a control device and pass it through the heater core to the defroster system and over the driver's feet. A minimum capacity of 100 cfm shall be provided. The driver shall have complete control of the heat and fresh airflow for the driver's area. The defroster supply outlets shall be located at the lower edge of the windshield. These outlets shall be durable and shall be free of sharp edges that can catch clothes during normal daily cleaning. The system shall be such that foreign objects such as coins or
tickets cannot fall into the defroster air outlets. Adjustable ball vents or louvers shall be provided at the left of the driver's position to allow direction of air onto the side windows.

A ventilation system shall be provided to ensure driver comfort and shall be capable of providing fresh air in both the foot and head areas. Vents shall be controllable by the driver from the normal driving position. Decals shall be provided, indicating "operating instructions" and "open" and "closed" positions. When closed, vents shall be sealed to prevent the migration of water or air into the bus.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET

Comment:

TS 53.5 Driver's Cooling
DEFAULT
No dedicated evaporator.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 54. Air Filtration
Air shall be filtered before entering the AC system and being discharged into the passenger compartment. The filter shall meet the ANSI/ASHRAE 52.1 requirement for 5 percent or better atmospheric dust spot efficiency, 50 percent weight resistant, and a minimum dust holding capacity of 120 g per 1000 cfm cell. Air filters shall be easily removable for service.

DEFAULT
Cleanable Filters
Air filters shall be cleanable.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 55. Roof Ventilators
Each ventilator shall be easily opened and closed manually. When open with the bus in motion, this ventilator shall provide fresh air inside the bus. The ventilator shall cover an opening area no less than 425 sq. in. and shall be capable of being positioned as a scoop with either the leading or trailing edge open no less than 4 in., or with all four edges raised simultaneously to a height of no less than 3½ in. An escape hatch shall be incorporated into the roof ventilator. Roof ventilator(s) shall be sealed to prevent entry of water when closed.

DEFAULT
One Roof Ventilator
One ventilator shall be provided in the roof of the bus.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 56. Maintainability
Manually controlled shut-off valves in the refrigerant lines shall allow isolation of the compressor and dehydrator filter for service. To the extent practicable, self-sealing couplings utilizing O-ring seals shall be used to break and seal the refrigerant lines during removal of major components, such as the refrigerant compressor. Shut-off valves may be provided in lieu of self- sealing couplings. The condenser shall be located to efficiently transfer heat to the atmosphere and shall not ingest air warmed above the ambient temperature by the bus mechanical equipment, or to discharge air into any other system of the bus. The location of the condenser shall preclude its obstruction by wheel splash, road dirt or debris. HVAC components located within 6 in. of floor level shall be constructed to resist damage and corrosion.

DEFAULT
High and low refrigerant pressure electronic gauges to be located in the return air area.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 57. Entrance/Exit Area Heating
DEFAULT
No requirements for entrance/exit area heating.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 58. Floor-Level Heating
TS 58.1 Transit Coach
DEFAULT
No requirements for floor-level heating.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

EXTERIOR PANELS, FINISHES AND EXTERIOR LIGHTING

TS 59. Design

DEFAULT

The bus shall have a clean, smooth, simple design, primarily derived from bus performance requirements and passenger service criteria. The exterior and body features, including grilles and louvers, shall be shaped to facilitate cleaning by automatic bus washers without snagging washer brushes. Water and dirt shall not be retained in or on anybody feature to freeze or bleed out onto the bus after leaving the washer. The body and windows shall be sealed to prevent leaking of air, dust, or water under normal operating conditions and during cleaning in automatic bus washers for the service life of the bus.

Exterior panels shall be sufficiently stiff to minimize vibration, drumming or flexing while the bus is in service. When panels are lapped, the upper and forward panels shall act as a watershed. However, if entry of moisture into the interior of the vehicle is prevented by other means, then rear cap panels may be lapped otherwise. The windows, hatches and doors shall be able to be sealed. Accumulation of spray and splash generated by the bus's wheels shall be minimized on windows and mirrors.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 59.1 Materials

Body materials shall be selected, and the body fabricated to reduce maintenance, extend durability, and provide consistency of appearance throughout the service life of the bus. Detailing shall be kept simple, and add-on devices and trim shall be minimized and integrated into the basic design.

DEFAULT

No requirement for protection against graffiti/vandalism for body material surfaces.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 59.2 Roof-Mounted Equipment
DEFAULT
A non-skid, clearly marked walkway or steps shall be incorporated on the roof to provide access to equipment without damaging any system or bus paneling.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 60. Pedestrian Safety
DEFAULT
Exterior protrusions along the side and front of the bus greater than ½ in. and within 80 in. of the ground shall have a radius no less than the amount of the protrusion. The exterior rearview mirrors, cameras and required lights and reflectors are exempt from the protrusion requirement. Advertising frames shall protrude no more than ⅞ in. from the body surface. Grilles, doors, bumpers and other features on the sides and rear of the bus shall be designed to minimize toeholds or handholds. Exterior protrusions shall not cause a line-of-sight blockage for the driver.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 61. Repair and Replacement
TS 61.1 Side Body Panels
Structural elements supporting exterior body panels shall allow side body panels below the windows to be repaired in lengths not greater than 12.5 ft.

DEFAULT
Standard attachment of side body panels.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 62. Rain Gutters
DEFAULT
Rain gutters shall be provided to prevent water flowing from the roof onto the passenger doors and driver's side window. When the bus is decelerated, the gutters shall not drain onto the windshield, driver's side window or door boarding area. Cross sections of the gutters shall be adequate for proper operation.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 63. License Plate Provisions
DEFAULT
Provisions shall be made to mount standard-size U.S./Canada license plates per SAE J686 on the front and rear of the bus. These provisions shall direct-mount or recess the license plates so that they can be cleaned by automatic bus-washing equipment without being caught by the brushes. The rear license plate provision shall be illuminated per SAE J587.

DEFAULT
No plate or holder provision is required.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 63.1 Rub rails
DEFAULT
No requirement for rub rails.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 64. Fender Skirts
DEFAULT
Features to minimize water spray from the bus in wet conditions shall be included in wheel housing design. Any fender skirts shall be easily replaceable. They shall be flexible if they extend beyond the allowable body width. Wheels and tires shall be removable with the fender skirts in place.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 65. Wheel Covers
DEFAULT
Wheel covers are not required.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 65.1 Splash Aprons
DEFAULT
Standard Splash Aprons
Splash aprons, composed of ¼ in. minimum composition or rubberized fabric, shall be installed behind and/or in front of wheels as needed to reduce road splash and to protect underfloor components. The splash aprons shall extend downward to within 6 in. off the road surface at static conditions. Apron widths shall be no less than tire widths. Splash aprons shall be bolted to the bus understructure. Splash aprons and their attachments shall be inherently weaker than the structure to which they are attached. The flexible portions of the splash aprons shall not be included in the road clearance measurements. Splash apron shall be installed as necessary to protect the wheelchair loading device from road splash. Other splash aprons shall be installed where necessary to protect bus equipment.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 66. Service Compartments and Access Doors
TS 66.1 Access Doors
DEFAULT

Conventional or pantograph hinged doors shall be used for the engine compartment and for all auxiliary equipment compartments, including doors for checking the quantity and adding to the engine coolant, engine lubricant and transmission fluid. Access openings shall be sized for easy performance of tasks within the compartment, including tool operating space. Access doors shall be of rugged construction and shall maintain mechanical integrity and function under normal operations throughout the service life of the bus. They shall close flush with the body surface.
All doors shall be hinged at the top or on the forward edge and shall be prevented from coming loose or opening during transit service or in bus washing operations. All access doors shall be retained in the open position by props or counterbalancing with over-center or gas-filled springs with safety props and shall be easily operable by one person. Springs and hinges shall be corrosion resistant. Latch handles shall be flush with, or recessed behind, the body contour and shall be sized to provide an adequate grip for opening. Access doors, when opened, shall not restrict access for servicing other components or systems.

If precluded by design, the manufacturer shall provide door design information specifying how the requirements are met.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 66.2 Access Door Latch/Locks
DEFAULT
Requirement for Latches on Access Doors
Access doors larger than 100 sq. in. in area shall be equipped with corrosion-resistant flush- mounted latches or locks except for coolant and fuel fill access doors. All such access doors that require a tool to open shall be standardized throughout the vehicle and will require a nominal 5/16 in. square male tool to open or lock.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 67. Bumpers
TS 67.1 Location
DEFAULT

Bumpers shall provide impact protection for the front and rear of the bus with the top of the bumper being 27 in., ±2 in., above the ground. Bumper height shall be such that when one bus is parked behind another, a portion of the bumper faces will contact each other.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 67.2 Front Bumper
No part of the bus, including the bumper, shall be damaged as a result of a 5mph impact of the bus at curb weight with a fixed, flat barrier perpendicular to the bus's longitudinal centerline. The bumper shall return to its pre-impact shape within 10 minutes of the impact. The bumper shall protect the bus from damage as a result of 6.5 mph impacts at any point by the common carriage with contoured impact surface defined in Figure 2 of FMVSS 301 loaded to 4000lbs parallel to the longitudinal centerline of the bus. It shall protect the bus from damage as a result of 5.5mph impacts into the corners at a 30deg angle to the longitudinal centerline of the bus. The energy absorption system of the bumper shall be independent of every power system of the bus and shall not require service or maintenance in normal operation during the service life of the bus. The bumper may increase the overall bus length specified by no more than 7 in.

DEFAULT
Standard bumper.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 67.3 Rear Bumper
DEFAULT

No part of the bus, including the bumper, shall be damaged as a result of a 2mph impact with a fixed, flat barrier perpendicular to the longitudinal centerline of the bus. The bumper shall return to its pre-impact shape within 10 minutes of the impact. When using a yard tug with a smooth, flat plate bumper 2 ft. wide contacting the horizontal centerline of the rear bumper, the bumper shall provide protection at speeds up to 5 mph, over pavement discontinuities up to 1 in. high, and at accelerations up to 2 mph/sec. The rear bumper shall protect the bus when impacted anywhere along its width by the common carriage with contoured impact surface defined in Figure 2 of FMVSS 301 loaded to 4000 lbs., at 4 mph parallel to or up to a 30degangle to the longitudinal centerline of the bus. The rear bumper shall be shaped to preclude unauthorized riders standing on the bumper. The bumper shall not require service or maintenance in normal operation during the service life of the bus. The bumper may increase the overall bus length specified by no more than 7 in.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 67.4 Bumper Material
DEFAULT
Bumper material shall be corrosion-resistant and withstand repeated impacts of the specified loads without sustaining damage. These bumper qualities shall be sustained throughout the service life of the bus.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 68. Finish and Color
TS 68.1 Appearance

All exterior surfaces shall be smooth and free of wrinkles and dents. Exterior surfaces to be painted shall be properly prepared as required by the paint system Supplier prior to application of paint to ensure a proper bond between the basic surface and successive coats of original paint for the service life of the bus. Drilled holes and cutouts in exterior surfaces shall be made prior to cleaning, priming, and painting, where possible, to prevent corrosion. The bus shall be painted prior to installation of exterior lights, windows, mirrors, and other items that are applied to the exterior of the bus. Body filler materials may be used for surface dressing, but not for repair of damaged or improperly fitted panels.
Paint shall be applied smoothly and evenly with the finished surface free of visible dirt and the following other imperfections:

- blisters or bubbles appearing in the topcoat film
- chips, scratches, or gouges of the surface finish
- cracks in the paint film
- craters where paint failed to cover due to surface contamination
- overspray
- peeling
- runs or sags from excessive flow and failure to adhere uniformly to the surface
- chemical stains and water spots
- dry patches due to incorrect mixing of paint activators
- buffing swirls

All exterior finished surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Finished surfaces shall resist damage by controlled applications of commonly used graffiti-removing chemicals.

Proper adhesion between the basic surface and successive coats of the original paint shall be measured using an Elcometer adhesion tester as outlined in ASTM D4541-85. Adhesion shall be a minimum 300 ft.-lbs. The bus manufacturer shall supply test samples of the exterior surface for each step of the painting process that may be subject to adhesion testing per ASTM G4541-87 and ASTM D4145-85. ASTM D4541-93 may be used for inspection testing during assembly of the vehicle.

DEFAULT
Standard Proposer exterior paint finish quality.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Base coat/clear coat paint system.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 69. Decals, Numbering and Signing
DEFAULT
Monograms, numbers, and other special signing shall be applied to the inside and outside of the bus as required. Signs shall be durable and fade-, chip- and peel-resistant. They may be painted signs, decals, or pressure-sensitive appliqués. All decals shall be installed per the decal Supplier recommendations. Signs shall be provided in compliance with the ADA requirements defined in 49 CFR Part 38, Subpart B, 38.27.

> **NOTE:** The TRANSIT AGENCY should supply a list of interior and exterior decals including size and location.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 69.1 Passenger Information DEFAULT
ADA priority seating signs as required and defined by 49 CFR shall be provided to identify the seats designated for passengers with disabilities.

Requirements for a public information system in accordance with 49 CFR shall be provided.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 70. Exterior Lighting
All exterior lights shall be designed to prevent entry and accumulation of moisture or dust. Lamps, lenses, and fixtures shall be interchangeable to the extent practicable. Two hazard lamps at the rear of the bus shall be visible from behind when the engine service doors are opened.
Light lenses shall be designed and located to prevent damage when running the vehicle through an automatic bus washer.

DEFAULT
Commercially available LED-type lamps shall be utilized at all exterior lamp locations.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Standard Lamps
All LED lamps shall be standard installation of the OEM. The entire assembly shall be specifically coated to protect the light from chemical and abrasion degradation.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
Standard Size
Size of LED lamps used for tail, brake and turn signal lamps shall be standard installation of OEM.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 70.1 Backup Light/Alarm
DEFAULT
Visible and audible warnings shall inform following vehicles or pedestrians of reverse operation. Visible reverse operation warning shall conform to SAE Standard J593. Audible reverse operation warning shall conform to SAE Recommended Practice J994 Type C or D.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:
TS 70.2 Doorway Lighting
DEFAULT

Lamps at the front and rear passenger doorways (if applicable) shall comply with ADA requirements and shall activate only when the doors open. These lamps shall illuminate the street surface to a level of no less than 1 foot-candle for 3 ft. outward from the outboard edge of the door threshold. The lights may be positioned above or below the lower daylight opening of the windows and shall be shielded to protect passengers' eyes from glare.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 70.3 Turn Signals
DEFAULT
Standard Turn Signals
Turn-signal lights shall be provided on the front, rear, curb, and street sides of the bus in accordance with federal regulations.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 70.4 Headlights
Headlamps shall be designed for ease of replacement.

DEFAULT
Standard Installation
Standard OEM headlight installation shall be provided in accordance with federal regulations.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 70.5 Brake Lights
TS 70.5.1 Transit Coach

Brake lights shall be provided in accordance with federal regulations.

DEFAULT
No High/Center Mount Brake Lamp or Deceleration Warning Lamps
Bus shall not include a high/center mount brake lamp and/or deceleration warning indicator lamps.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 70.6 Service Area Lighting (Interior and Exterior)
DEFAULT
LED lamps shall be provided in the engine and all other compartments where service may be required to generally illuminate the area for night emergency repairs or adjustments. These service areas shall include, but not be limited to, the engine compartment, the communication box, junction/apparatus panels and passenger door operator compartments. Lighting shall be adequate to light the space of the service areas to levels needed to complete typical emergency repairs and adjustments. The service area lamps shall be suitable for the environment in which they are mounted.

Engine compartment lamps shall be controlled by a switch mounted near the rear start controls. All other service area lamps shall be controlled by switches mounted on or convenient to the lamp assemblies. Power to the service area lighting shall be programmable. Power shall latch on
with activation of the switch and shall be automatically discontinued (timed out) after 30 minutes to prevent damage caused by inadvertently leaving the service area lighting switch in the “on” position after repairs are made.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

INTERIOR PANELS AND FINISHES
TS 71. General Requirements
Materials shall be selected on the basis of maintenance, durability, appearance, safety, flammability, and tactile qualities. Materials shall be strong enough to resist everyday abuse and be vandalism and corrosion resistant. Trim and attachment details shall be kept simple and unobtrusive. Interior trim shall be secured to avoid resonant vibrations under normal operational conditions.

Interior surfaces more than 10 in. below the lower edge of the side windows or windshield shall be shaped so that objects placed on them fall to the floor when the coach is parked on a level surface. Any components and other electrical components within close proximity to these surfaces shall also be resistant to this cleaning method.

DEFAULT
No requirement for anti-graffiti/vandalism surface treatments.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72. Interior Panels
Panels shall be easily replaceable and tamper resistant. They shall be reinforced, as necessary, to resist vandalism and other rigors of transit bus service. Individual trim panels and parts shall be interchangeable to the extent practicable.

DEFAULT
Interior panel required to meet FMVSS 302.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.1 Driver Area Barrier
TS 72.1.1 Transit Coach
A barrier or bulkhead between the driver and the street-side front passenger seat shall be provided. The barrier shall minimize glare and reflections in the windshield directly in front of the barrier from interior lighting during night operation. Location and shape must permit full seat travel and reclining possibilities that can accommodate the shoulders of a 95th-percentile male. The partition shall have a side return and stanchion to prevent passengers from reaching the driver by standing behind the driver's seat. The lower area between the seat and panel must be accessible to the driver. The partition must be strong enough in conjunction with the entire partition assembly for mounting of such equipment as flare kits, fire extinguishers (1.2kg), microcomputer, public address amplifier, etc. The panel should be properly attached to minimize noise and rattles.

DEFAULT

No Driver Barrier

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.2 Modesty Panels
Sturdy divider panels constructed of durable, unpainted, corrosion-resistant material complementing the interior shall be provided to act as both a physical and visual barrier for seated passengers.

Design and installation of modesty panels located in front of forward-facing seats shall include a handhold or grab handle along its top edge. These dividers shall be mounted on the sidewall and shall project toward the aisle no farther than passenger knee projection in longitudinal seats or the aisle side of the transverse seats. Modesty panels shall extend from at least the window opening of the side windows, and those forward of transverse seats shall extend downward to 1 and 1½ in. above the floor. Panels forward of longitudinal seats shall extend to below the level of the seat cushion. Dividers positioned at the doorways, where applicable, shall provide no less than a 2½ in. clearance between the modesty panel and a fully open, inward opening door, or the path of a deploying flip-out ramp to protect passengers from being pinched. Modesty panels installed at doorways shall be equipped with grab rails if passenger assists are not provided by other means.

The modesty panel and its mounting shall withstand a static force of 250 lbs. applied to a 4 × 4 in. area in the center of the panel without permanent visible deformation.

DEFAULT
Modesty panels shall be installed as stated.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.3 Front End
DEFAULT
The entire front end of the bus shall be sealed to prevent debris accumulation behind the dash and to prevent the driver's feet from kicking or fouling wiring and other equipment. The front end shall be free of protrusions that are hazardous to passengers standing at the front of the standee line area of the bus during rapid decelerations. Paneling across the front of the bus and any trim around the driver's compartment shall be formed metal or composite material.

Composite dash panels shall be reinforced as necessary, vandal-resistant, and replaceable. All colored, painted, and plated parts forward of the driver's barrier shall be finished with a surface that reduces glare. Any mounted equipment must have provision to support the weight of equipment.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.4 Rear Bulkhead
DEFAULT
The rear bulkhead and rear interior surfaces shall be material suitable for exterior skin; painted and finished to exterior quality; or paneled with melamine-type material, composite, scratch- resistant plastic or carpeting and trimmed with stainless steel, aluminum, or composite.

The rear bulkhead paneling shall be contoured to fit the ceiling, side walls and seat backs so that any litter or trash will tend to fall to the floor or seating surface when the bus is on a level surface. Any air vents in this area shall be louvered to reduce airflow noise and to reduce the probability of trash or liter being thrown or drawn through the grille. If it is necessary to remove the panel to service components located on the rear bulkhead, then the panel shall be hinged or shall be able to be easily removed and replaced. Grilles where access to or adjustment of equipment is required shall be heavy duty and designed to minimize damage and limit unauthorized access.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.5 Headlining
DEFAULT
Ceiling panels shall be made of durable, corrosion resistant, easily cleanable material. Headlining shall be supported to prevent buckling, drumming, or flexing and shall be secured without loose edges. Headlining materials shall be treated or insulated to prevent marks due to condensation where panels are in contact with metal members. Moldings and trim strips, as required to make the edges tamperproof, shall be stainless steel, aluminum, or plastic, colored to complement the ceiling material. Headlining panels covering operational equipment that is mounted above the ceiling shall be on hinges for ease of service but retained to prevent inadvertent opening.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.6 Fastening
DEFAULT
Interior panels shall be attached so that there are no exposed unfinished or rough edges or rough surfaces. Fasteners should be corrosion resistant. Panels and fasteners shall not be easily removable by passengers. Exposed interior fasteners should be minimized, and where required shall be tamper resistant.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.7 Insulation
DEFAULT
Any insulation material used between the inner and outer panels shall minimize the entry and/or retention of moisture. Insulation properties shall be unimpaired during the service life of the bus. Any insulation material used inside the engine compartment shall not absorb or retain oils or water and shall be designed to prevent casual damage that may occur during maintenance operations.

The combination of inner and outer panels on the sides, roof, wheel wells and ends of the bus, and any material used between these panels, shall provide a thermal insulation sufficient to meet the interior temperature requirements. The bus body shall be thoroughly sealed so that the driver or passengers cannot feel drafts during normal operations with the passenger doors closed.

FTA Docket 90-A
All insulation materials shall comply with the Recommended Fire Safety Practices defined in FTA Docket 90-A, dated October 20, 1993.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.8 Floor Covering
DEFAULT

Floor covering shall be slip resistant vinyl flooring, constructed with aluminum oxide, silicon carbide and optional PVC chip blended throughout a high-quality vinyl wear surface (top coating is not acceptable). Backing to be polyester/cellulose material with fiberglass fiber reinforced center scrim for additional durability. Minimum thickness of 2.7 millimeters or approved equal will be acceptable.

The whole floor will be a uniform thickness throughout the vehicle, eliminating the need for ribbed surfaces, while exceeding the ADA minimum slip resistance standard rating of .06 static coefficient of friction under dry or wet conditions. Coving material is to be installed to support floor when rolling floor covering up the sidewall of vehicle to the seat track.

Seams are to be heat welded to provide a permanent waterproof seal against water penetration leading to premature sub-floor failure or curling leading to possible tripping hazards.

Landing area and step edgings are to be yellow safety vinyl edging. Edging is to heat welded to the main floor and step tread to provide for a long-lasting seam.

Manufacturer is required to provide batch-testing results upon request on each production run of the flooring product used on this procurement to ensure compliance to the specifications. This includes providing written documentation that a PTV pendulum test-rating equal to or greater than 36 is achieved.

Flooring shall carry a 15 year non prorated warranty.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.9 Interior Lighting
DEFAULT
The light source shall be located to minimize windshield glare, with distribution of the light focused primarily on the passengers' reading plane while casting sufficient light onto the advertising display. The lighting system may be designed to form part of or the entire air distribution duct.

The lens material shall be translucent polycarbonate. Lenses shall be designed to effectively "mask" the light source. Lenses shall be sealed to inhibit incursion of dust and insects yet be easily removable for service. Access panels shall be provided to allow servicing of components located behind light panels. If necessary, the entire light fixture shall be hinged.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.10 Passenger First Row Lights
The first light on each side (behind the driver and the front door) is normally turned on only when the front door is opened, in “night run” and “night park.” As soon as the door closes, these lights shall go out. These lights shall be turned on at any time if the switch is in the “on” position.

DEFAULT
LED lights.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
First Light Modules Dim/Extinguish When Front Door is Closed
When the master switch is in the “run” or “night/run” mode, the first light module on each side of the coach shall automatically extinguish or dim when the front door is in the closed position and illuminate when the door is opened.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.11 Driver’s Area
DEFAULT
The driver’s area shall have a light to provide general illumination, and it shall illuminate the half of the steering wheel nearest the driver to a level of 5 to 10 foot-candles.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.12 Seating Areas
DEFAULT

The interior lighting system shall provide a minimum 15 foot-candle illumination on a 1 sq. ft. plane at an angle of 45 degrees from horizontal, centered 33 in. above the floor and 24 in. in front of the seat back at each seat position. Allowable average light level for the rear bench seats shall be 7 foot-candles.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.13 Vestibules/Doors
DEFAULT
Floor surface in the aisles shall be a minimum of 10 foot-candles, and the vestibule area a minimum of 4 foot-candles with the front doors open and a minimum of 2 foot-candles with the front doors closed. The front entrance area and curb lights shall illuminate when the front door is open and master run switch is in the "lights" positions. Rear exit area and curb lights shall illuminate when the rear door is unlocked.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.14 Step Lighting
DEFAULT
Step lighting for the intermediate steps between lower and upper floor levels shall be a minimum of 4 foot-candles and shall illuminate in all engine run positions. The step lighting shall be low profile to minimize tripping and snagging hazards for passengers and shall be shielded as necessary to protect passengers' eyes from glare.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.15 Ramp Lighting
DEFAULT
Exterior and interior ramp lighting shall comply with federal regulations.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 72.16 Farebox Lighting
DEFAULT
None required.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 73. Fare Collection
Space and structural provisions shall be made for installation of currently available fare collection devices, which shall be as far forward as practicable. Location of the fare collection device shall not restrict traffic in the vestibule, including wheelchairs if a front door loading device is used, and shall allow the driver to easily reach the farebox controls and to view the fare register. The farebox shall not restrict access to the driver area, shall not restrict operation of driver controls and shall not—either by itself or in combination with stanchions, transfer mounting, cutting, and punching equipment, or route destination signs—restrict the driver's field of view per SAE Recommended Practice J1050. The location and mounting of the fare collection device shall allow use, without restriction, by passengers. The farebox location shall permit accessibility to the vault for easy manual removal or attachment of suction devices. Meters and counters on the farebox shall be readable on a daily basis. The floor under the farebox shall be reinforced as necessary to provide a sturdy mounting platform and to prevent shaking of the farebox.

Proposer shall provide fare collection installation layout to the TRANSIT AGENCY for approval.

Transfer mounting, cutting, and punching equipment shall be located in a position convenient to the driver.

DEFAULT
TRANSIT AGENCY will install its own fare box.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 74. Interior Access Panels and Doors
Access for maintenance and replacement of equipment shall be provided by panels and doors that appear to be an integral part of the interior. Access doors shall be hinged with gas props or over-center springs, where practical, to hold the doors out of the mechanic's way. Panels shall prevent entry of mechanism lubricant into the bus interior. All fasteners that retain access panels shall be captive in the cover.

DEFAULT
Access Doors that Do Not Require Tools or Keys to Open
Access doors shall be secured with hand screws or latches. All fasteners that retain access panels shall be captive in the cover.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 74.1 Floor Panels
DEFAULT
Access openings in the floor shall be sealed to prevent entry of fumes and water into the bus interior. Flooring material at or around access openings shall be flush with the floor and shall be edge-bound with stainless steel or another material that is acceptable to the TRANSIT AGENCY to prevent the edges from coming loose. Access openings shall be asymmetrical so that reinstalled flooring shall be properly aligned. Fasteners shall tighten flush with the floor.

The number of special fastener tools required for panel and access door fasteners shall be minimized.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

PASSENGER ACCOMMODATIONS

TS 75. Passenger Seating
TS 75.1 Arrangements and Seat Style

The passenger seating arrangement in the bus shall be such that seating capacity is maximized and in compliance to the following requirements.

NOTE: The TRANSIT AGENCY recognizes that ramp location, foot room, hip-to-knee room, doorway type, width, seat construction, floor level type, seat spacing requirements, ramp or lift, number of wheelchair positions, etc. ultimately affect seating capacity and layout.

DEFAULT

Forward-Facing Seat Configuration

Passenger seats shall be arranged in a transverse, forward-facing configuration, except at the wheel housings and turntable, if applicable, where aisle-facing seats may be arranged as appropriate with due regard for passenger access and comfort. Other areas where aisle-facing seats may be provided are at wheelchair securement areas and platforms (such as for fuel tank storage space).
Base Bus-USSC Gemini

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 75.2 Rearward Facing Seats

DEFAULT

Rearward facing seats not allowed.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 75.3 Padded Inserts/Cushioned Seats

DEFAULT

Non-Padded Inserts – un-upholstered

The passenger seats shall be equipped with un upholstered inserts throughout the bus.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 75.4 Seat back fitness
DEFAULT
Back insert Seat Configuration
The seat back insert thickness shall not exceed 1in. in the knee room area.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 75.5 Drain Hole in Seats
DEFAULT
No requirements for drain hole provision in seat inserts.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 75.6 Hip-to-Knee Room
DEFAULT
Hip-to-knee room measured from the center of the seating position, from the front of one seat back horizontally across the highest part of the seat to a vertical surface immediately in front, shall be a minimum of 26 in. At all seating positions in paired transverse seats immediately behind other seating positions, hip-to-knee room shall be no less than 27 in.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 75.7 Foot Room
DEFAULT
Foot room, measured at the floor forward from a point vertically below the front of the seat cushion, shall be no less than 14 in. Seats immediately behind the wheel housings and modesty panels may have foot room reduced.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

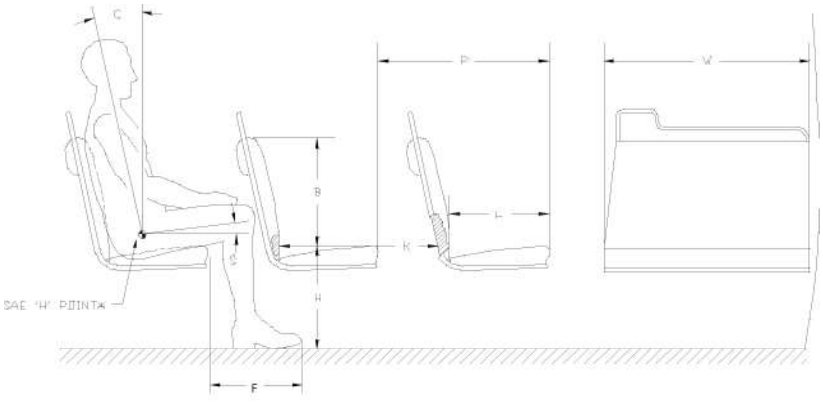
TS 75.8 Aisles
DEFAULT
The aisle between the seats shall be no less than 20 in. wide at seated passenger hip height. Seat backs shall be shaped to increase this dimension to no less than 24 in. at 32 in. above the floor (standing passenger hip height).

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 75.9 Dimensions

FIGURE 6
Seating Dimensions and Standard Configuration



DEFAULT
Seat dimensions for the various seating arrangements shall have the dimensions as follows (refer to **Figure 6**):

- The width, W, of the two-passenger transverse seat shall be a minimum 35 in.
- The length, L, shall be 17 in., ±1 in.
- The seat back height, B, shall be a minimum of 15 in.

- The seat height, H, shall be 17 in., ± 1 in. For the rear lounge (or settee) and longitudinal seats, and seats located above raised areas for storage of under-floor components, acushion height of up to 18 in., ±2 in., will be allowed. This shall also be allowed for limited transverse seats, but only with the expressed approval of the TRANSIT AGENCY.
- Foot room = F.
- The seat cushion slope, S, shall be between 5 and 11 deg.
- The seat back slope, C, shall be between 8 and 17 deg.
- Hip to knee room = K.
- The pitch, P, is shown as reference only.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 75.10 Structure and Design
DEFAULT
The passenger seat frame and its supporting structure shall be constructed and mounted so that space under the seat is maximized and is completely free of obstructions to facilitate cleaning.

Seats, structures, and restraints around the securement area should not infringe into the mobility device envelope or maneuverability.
The transverse seat structure shall be fully cantilevered from the sidewall with sufficient strength for the intended service. The lowest part of the seat assembly that is within 12 in. of the aisle shall be at least 10 in. above the floor.

In locations at which cantilevered installation is precluded by design and/or structure, other seat mounting may be allowed.

All transverse objects—including seat backs, modesty panels, and longitudinal seats—in front of forward-facing seats shall not impart a compressive load in excess of 1000lbs onto the femur of passengers ranging in size from a 5th-percentile female to a 95th-percentile male during a 10g deceleration of the bus. This deceleration will peak at 0.05 to0.015 seconds from initiation.
Permanent deformation of the seat resulting from two 95th-percentile males striking the seat back during this 10g deceleration shall not exceed 2 in., measured at the aisle side of the seat frame at height H. The seat back should not deflect more than 14 in., measured at the top of the seat back, in a controlled manner to minimize passenger injury. Structural failure of any part of the seat or sidewall shall not introduce a laceration hazard.

The seat assembly shall withstand static vertical forces of 500 lbs. applied to the top of the seat cushion in each seating position with less than ¼in. permanent deformation in the seat or its mountings. The seat assembly shall withstand static horizontal forces of 500 lbs. evenly distributed along the top of the seat back with less than ¼in. permanent deformation in the seat or its mountings. The seat backs at the aisle position and at the window position shall withstand repeated impacts of two 40-lb sandbags without visible deterioration. One sandbag shall strike the front 40,000 times and the other sandbag shall strike the rear 40,000 times. Each sandbag shall be suspended on a 36in. pendulum and shall strike the seat back 10,000 times each from distances of 6, 8, 10 and 12 in. Seats at both seating positions shall withstand 4000 vertical drops of a 40-lb sandbag without visible deterioration. The sandbag shall be dropped 1000 times each from heights of 6, 8, 10 and 12 in. Seat cushions shall withstand 100,000 randomly positioned 3½ in. drops of a squirming, 150-lb, smooth-surfaced, buttocks-shaped striker with only minimal wear on the seat covering and no failures to seat structure or cushion suspension components.

The back of each transverse seat shall incorporate a handhold no less than ⅞ in. in diameter for standees and seat access/egress. The handhold shall not be a safety hazard during severe decelerations. The handhold shall extend above the seat back near the aisle so that standees shall have a convenient vertical assist, no less than 4 in. long, that may be grasped with the full hand. This handhold shall not cause a standee using this assist to interfere with a seated 50th-percentile male passenger. The handhold shall also be usable by a 5th-percentile female, as well as by larger passengers, to assist with seat access/egress for either transverse seating position. The upper rear portion of the seat back and the seat back handhold immediately forward of transverse seats shall be padded and/or constructed of energy-absorbing materials. During a 10g deceleration of the bus, the HIC number (as defined by SAE Standard J211a) shall not exceed 400 for passengers ranging in size from a 5th percentile female through a 95th percentile male.

The seat back handhold may be deleted from seats that do not have another transverse seat directly behind and where a vertical assist is provided.

Longitudinal seats shall be the same general design as transverse seats but without seat back handholds. Longitudinal seats may be mounted on the wheelhouses. Armrests shall be included on the ends of each set of longitudinal seats except on the forward end of a seat set that is immediately to the rear of a transverse seat, the driver's barrier, or a modesty panel, when these fixtures perform the function of restraining passengers from sliding forward off the seat.
Armrests are not required on longitudinal seats located in the wheelchair parking area that fold up when the armrest on the adjacent fixed longitudinal seat is within 3½ in. of the end of the seat cushion. Armrests shall be located from 7 to 9 in. above the seat cushion surface. The area between the armrest and the seat cushion shall be closed by a barrier or panel. The top and sides of the armrests shall have a minimum width of 1 in. and shall be free from sharp protrusions that form a safety hazard.

Seat back handhold and armrests shall withstand static horizontal and vertical forces of 250 lbs. applied anywhere along their length with less than ¼ in. permanent deformation. Seat back handhold and armrests shall withstand 25,000 impacts in each direction of a horizontal force of 125 lbs. with less than ¼in. permanent deformation and without visible deterioration.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET

Comment:

TS 75.11 Construction and Materials
Selected materials shall minimize damage from vandalism and shall reduce cleaning time. The seats shall be attached to the frame with tamper-resistant fasteners. Coloring shall be consistent throughout the seat material, with no visually exposed portion painted. Any exposed metal touching the sides, or the floor of the bus shall be stainless steel. The seat, pads and cushions shall be contoured for individuality, lateral support and maximum comfort and shall fit the framework to reduce exposed edges.

The minimum radius of any part of the seat back, handhold or modesty panel in the head or chest impact zone shall be a nominal ¼in.The seat back and seat back handhold immediately forward of transverse seats shall be constructed of energy-absorbing materials to provide passenger protection and, in a severe crash, to allow the passenger to deform the seating materials in the impact areas. Complete seat assemblies shall be interchangeable to the extent practicable.

DEFAULT
TRANSIT AGENCY to select seat fabric.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 76. Passenger Assists
DEFAULT
Passenger assists in the form of full grip, vertical stanchions or handholds shall be provided for the safety of standees and for ingress/egress. Passenger assists shall be convenient in location, shape, and size for both the 95th-percentile male and the 5th-percentile female standee. Starting from the entrance door and moving anywhere in the bus and out the exit door, a vertical assist shall be provided either as the vertical portion of the seat back assist or as a separate item so that a 5th-percentile female passenger may easily move from one assist to another using one hand and the other without losing support. All handholds and stanchions at the front doorway, around the farebox, and at interior steps for bi-level designs shall be powder-coated in a high-contrast yellow color.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:
TS 76.1 Assists
DEFAULT

Excluding those mounted on the seats and doors, the assists shall have a cross-sectional diameter between 1¼ and 1½ in. or shall provide an equivalent gripping surface with no corner radii less than ¼ in. All passenger assists shall permit a full hand grip with no less than 1½ in. of knuckle clearance around the assist. Passenger assists shall be designed to minimize catching or snagging of clothes or personal items and shall be capable of passing the NHTSA Drawstring Test.

Any joints in the assist structure shall be underneath supporting brackets and securely clamped to prevent passengers from moving or twisting the assists. Seat handholds may be of the same construction and finish as the seat frame. Door-mounted passenger assists shall be of anodized aluminum, stainless steel, or powder-coated metal. Connecting tees and angles may be powder- coated metal castings. Assists shall withstand a force of 300 lbs. applied over a 12in. lineal dimension in any direction normal to the assist without permanent visible deformation. All passenger assist components, including brackets, clamps, screw heads and other fasteners used on the passenger assists shall be designed to eliminate pinching, snagging and cutting hazards and shall be free from burrs or rough edges.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 76.2 Front Doorway
DEFAULT
Front doors, or the entry area, shall be fitted with ADA-compliant assists. Assists shall be as far outward as practicable but shall be located no farther inboard than 6 in. from the outside edge of the entrance step and shall be easily grasped by a 5th-percentile female boarding from street level. Door assists shall be functionally continuous with the horizontal front passenger assist and the vertical assist and the assists on the wheel housing or on the front modesty panel.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 76.3 Vestibule
DEFAULT

The aisle side of the driver's barrier, the wheel housings and when applicable the modesty panels shall be fitted with vertical passenger assists that are functionally continuous with the overhead assist and that extend to within 36 in. of the floor. These assists shall have sufficient clearance from the barrier to prevent inadvertent wedging of a passenger's arm.

A horizontal passenger assist shall be located across the front of the bus and shall prevent passengers from sustaining injuries on the fare collection device or windshield in the event of a sudden deceleration. Without restricting the vestibule space, the assist shall provide support for a boarding passenger from the front door through the fare collection procedure. The assist shall be no less than 36 in. above the floor. The assists at the front of the bus shall be arranged to permit a 5th-percentile female passenger to easily reach from the door assist to the front assist, to vertical assists on the driver's barrier, wheel housings or front modesty panel.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 76.4 Rear Doorway
DEFAULT
Vertical assists that are functionally continuous with the overhead assist shall be provided at the aisle side of the transverse seat immediately forward of the rear door and on the aisle side of the rear door modesty panel(s). Passenger assists shall be provided on modesty panels that are functionally continuous with the rear door assists. Rear doors, or the exit area, shall be fitted with assists having a cross-sectional diameter between 1¼ and 1½ in. or providing an equivalent gripping surface with no corner radii less than ¼ in., and shall provide at least 1½ in. of knuckle clearance between the assists and their mounting. The assists shall be designed to permit a 5th- percentile female to easily move from one assist to another during the entire exiting process. The assists shall be located no farther inboard than 6 in. from the outside edge of the rear doorway step.

> **NOTE:** For an articulated bus, passenger assists will be provided to aid in the transition between the front and rear sections of the bus.

TS 76.5 Overhead
Except forward of the standee line and at the rear door, a continuous, full-grip, overhead assist shall be provided. This assist shall be located over the center of the aisle seating position of the transverse seats. The assist shall be no less than 70 in. above the floor.

DEFAULT
No requirements for overhead grab straps/extensions.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

DEFAULT
Grip rails shall be stainless steel.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 76.6 Longitudinal Seat Assists
DEFAULT
Longitudinal seats shall have vertical assists located between every other designated seating position, except for seats that fold/flip up to accommodate wheelchair securement. Assists shall extend from near the leading edge of the seat and shall be functionally continuous with the overhead assist. Assists shall be staggered across the aisle from each other where practicable and shall be no more than 52 in. apart or functionally continuous for a 5th percentile female passenger.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 76.7 Wheel Housing Barriers/Assists
DEFAULT
Unless passenger seating is provided on top of wheel housings, passenger assists shall be mounted around the exposed sides of the wheel housings (and propulsion compartments if applicable), which shall also be designed to prevent passengers from sitting on wheel housings. Such passenger assists shall also effectively retain items, such as bags and luggage, placed on top of wheel housings.

Our specification being proposed for the section above (circle one below):

EXCEEDS ***MEETS*** ***DOES NOT MEET***
Comment:

TS 77. Passenger Doors TS 77.1 Transit Coach
DEFAULT

Doorways will be provided in the locations and styles as follows. Passenger doors and doorways shall comply with ADA requirements.

TS 77.1.1 Front door
Door shall be forward of the front wheels and under direct observation of the driver.

TS 77.1.2 Rear Door

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

Front	Street-Side Rear
Closed	Closed
Open	Closed
Open	Closed
Open	Open
Open	Open
Closed	Closed
Closed	Open
Closed	Open

DEFAULT
If air-powered, the door system shall operate per specification at air pressures between 90 and 130 psi.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 77.2 Materials and Construction

Structure of the doors, their attachments, inside and outside trim panels and any mechanism exposed to the elements shall be corrosion resistant. Door panel construction shall be of corrosion-resistant metal or reinforced non-metallic composite materials. When fully opened, the doors shall provide a firm support and shall not be damaged if used as an assist by passengers during ingress or egress. Door edges shall be sealed to prevent infiltration of exterior moisture, noise, dirt, and air elements from entering the passenger compartment, to the maximum extent possible based on door types.

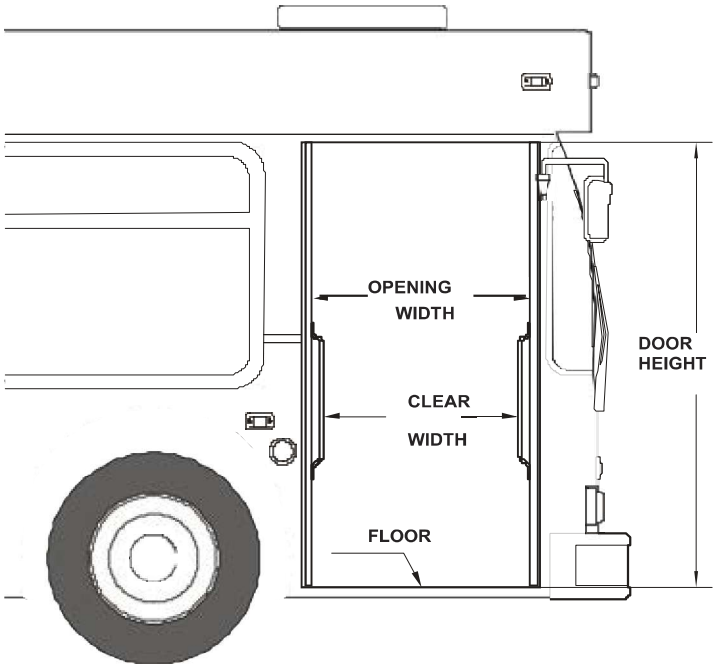
The closing edge of each door panel shall have no less than 2 in. of soft weather stripping. The doors, when closed, shall be effectively sealed, and the hard surfaces of the doors shall be at least 4 in. apart (not applicable to single doors).The combined weather seal and window glazing elements of the front door shall not exceed 10 deg of binocular obstruction of the driver's view through the closed door.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 77.3 Dimensions
TS 77.3.1 Transit Coach

FIGURE 7
Transit Bus Minimum Door Opening



When open, the doors shall leave an opening no less than 75 in. in height.

DEFAULT

31¾in.Minimum Doorway Clear Width
Front door clear width shall be a minimum of 31¾ in. with the doors fully opened. Rear door opening clear width shall be a minimum of 24 in. with the doors fully opened. If arear door ramp or lift is provided, then the clear door opening width shall be a minimum of31¾ in. with door fully opened.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 77.4 Door Glazing
The upper section of both front and rear doors shall be glazed for no less than 45 percent of the respective door opening area of each section. The lower section of the front door shall be glazed for no less than 25 percent of the door opening area of the section.

Door glazing shall be easily replaceable.

DEFAULT
Zip type glazing rubber.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

DEFAULT
The front door panel glazing material shall have a nominal ¼ in. thick laminated safety glass conforming with the requirements of ANSI Z26.1 Test Grouping 2 and the recommended practices defined in SAE J673.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 77.5 Door Projection TS 77.5.1 Exterior
DEFAULT

The exterior projection of the front doors beyond the side of the bus shall be minimized and shall not block the line of sight of the rear exit door via the curb side mirror when the doors are fully open. The exterior projection of both doors shall be minimized and shall not exceed 14 in. during the opening or closing cycles or when doors are fully opened.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 77.5.2 Interior
DEFAULT
Projection inside the bus shall not cause an obstruction of the rear door mirror or cause a hazard for standees.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 77.6 Door Height Above Pavement
DEFAULT
It shall be possible to open and close either passenger door when the bus loaded to gross vehicle weight rating is not knelt and parked with the tires touching an 8in. high curb on a street sloping toward the curb so that the street-side wheels are 5 in. higher than the right-side wheels.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 77.7 Closing Force
DEFAULT
The closing door edge speed shall not exceed 12 in. per second, and opening door speed shall not exceed 19 in. per second. Power doors shall not slam closed under any circumstance, even if the door is obstructed during the closing cycle. If a door is obstructed during the closing cycle, the pressure exerted on the obstruction shall not increase once initial contact has been made.

Doors closed by a return spring or counterweight-type device shall be equipped with an obstruction-sensing device that, at a minimum, alerts the driver if an obstruction is detected between the closing doors. Doors closed by a return spring or counterweight type device, when unlocked, shall be capable of being pushed to the point where the door starts to open with a force not to exceed 25 lbs. applied to the center edge of the forward door panel.

Whether or not the obstruction-sensing system is present or functional, it shall be possible to withdraw a 1½ in. diameter cylinder from between the center edges of a closed and locked door with an outward force not greater than 35 lbs.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 77.7.1 Rear Door Closing Force
DEFAULT
Power-close rear doors shall be equipped with an obstruction-sensing system such that if an obstruction is within the path of the closing doors, the doors will stop and/or reverse direction prior to imparting a 10-lb force on 1 sq. in. of that obstruction. If a contactless obstruction sensing system is employed, it shall be capable of discriminating between the normal doorway environment and passengers or other obstructions within the doorway, and of altering the zones of detection based upon the operating state of the door system.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 77.8 Actuators
Doors shall open or close completely in not more than 3.5 seconds from the time of control actuation and shall be subject to the closing force requirements.

Door actuators shall be adjustable so that the door opening and closing speeds can be independently adjustable to satisfy the above requirements. Actuators and the complex door mechanism shall be concealed from passengers but shall be easily accessible for servicing. The door actuators shall be rebuildable. If powered by compressed air, exhaust from the door system shall be routed below the floor of the bus to prevent accumulation of any oil that may be present in the air system and to muffle sound.

Door actuators and associated linkages shall maximize door holding forces in the fully open and fully closed positions to provide firm, non-rattling, non-fluttering door panels while minimizing the force exerted by the doors on an obstruction midway between the fully open and closed positions.

DEFAULT
The rear door actuator(s) shall be under the complete control of the vehicle operator and shall open and close in response to the position of the driver's door control.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 77.8.1 Rear Door Interlocks
See "Hardware Mounting" for door system interlock requirements.

TS 77.9 Emergency Operation
DEFAULT
In the event of an emergency, it shall be possible to manually open doors designated as emergency exits from inside the bus using a force of no more than 25 lbs. after actuating an unlocking device. The unlocking device shall be clearly marked as an emergency-only device and shall require two distinct actions to actuate. The respective door emergency unlocking device shall be accessible from the doorway area. The unlocking device shall be easily reset by the operator without special tools or opening the door mechanism enclosure. Doors that are required to be classified as "emergency exits" shall meet the requirements of FMVSS 217.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 77.10 Door Control
The door control shall be located in the operator's area within the hand reach envelope described in SAE Recommended Practice J287, "Driver Hand Control Reach." The driver's door control shall provide tactile feedback to indicate commanded door position and resist inadvertent door actuation.

DEFAULT
Door control located on street side. The front door shall remain in commanded state position even if power is removed or lost.
Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET

Comment:

TS 77.11 Door Controller TS 77.11.1 Transit Coach
DEFAULT
Five-Position Driver's Door Controller
The control device shall be protected from moisture. Mounting and location of the door control device handle shall be designed so that it is within comfortable, easy arm's reach of the seated driver. The door control device handle shall be free from interference by other equipment and have adequate clearance so as not to create a pinching hazard.

Base Bus-Vapor Door Controller
Position of the door control handle shall result in the following operation of the front and rear doors:

- **Center position:** Front door closed, rear door closed or set to lock.
- **First position forward:** Front door open, rear door closed or set to lock.
- **Second position forward:** Front door open, rear door open or set to open.
- **First position back:** Front door closed, rear door open or set to open.
- **Second position back:** Front door open, rear door open or set to open.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 77.12 Door Open/Close
DEFAULT
A control or valve in the operator's compartment shall shut off the power to, and/or dump the power from, the front door mechanism to permit manual operation of the front door with the bus shut down. A master door switch, which is not within reach of the seated operator, when set in the "off" position shall close the rear door, deactivate the door control system, release the interlocks, and permit only manual operation of the rear door.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 78. Accessibility Provisions
DEFAULT
Space and body structural provisions shall be provided at the front or rear door of the bus to accommodate a wheelchair loading system.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 78.1 Loading Systems
There are three options:

- high-floor lift
- low-floor ramp
- platform (boarding bridge plate) level boarding

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 78.2 Lift
The wheelchair lift control system must be capable of receiving multiplex commands from vehicle interlocks.

An automatically controlled, power-operated wheelchair lift system compliant to requirements defined in 49 CFR 571.403(FMVSS 403) shall provide ingress and egress quickly, safely, and comfortably, both in forward and rearward directions, for a passenger in a wheelchair from a level street or curb.

DEFAULT
Wheelchair Ramp mounted in front step well. Base Bus-Lift U LU 18

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 78.3 Loading System for 30 to 40 ft. Low-Floor Bus
An automatically controlled, power-operated ramp system compliant to requirements defined in 49 CFR Part 38, Subpart B, §38.23c shall provide ingress and egress quickly, safely, and comfortably, both in forward and rearward directions, for a passenger in a wheelchair from a level street or curb.

DEFAULT

Front Door Location of Loading System, Flip-Out Design Ramp with 6:1 Slope

The wheelchair loading system shall be located at the front door, with the ramp being of a simple hinged, flip-out type design being capable of deploying to the ground at a maximum 6:1 slope.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET

Comment:

TS 78.4 Wheelchair Accommodations

NOTE: TRANSIT AGENCY will approve acceptable securement system.

DEFAULT

Two Forward-Facing Wheelchair Securement Locations

Two forward-facing locations, as close to the wheelchair loading system as practical, shall provide parking space and securement system compliant with ADA requirements for a passenger in a wheelchair.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET

Comment:

TS 78.5 Interior Circulation

DEFAULT

The maneuvering room inside the bus shall accommodate easy travel for a passenger in a wheelchair from the loading device and from the designated securement area. It shall be designed so that no portion of the wheelchair protrudes into the aisle of the bus when parked in the designated parking space(s). When the positions are fully utilized, an aisle space of no less than 20 in. shall be maintained. As a guide, no width dimension should be less than 34 in. Areas requiring 90deg. turns of wheelchairs should have a clearance arc dimension no less than 45 in., and in the parking area where 180deg turns are expected, space should be clear in a full 60in.diameter circle. A vertical clearance of 12in. above the floor surface should be provided on the outside of turning areas for wheelchair footrests.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET

Comment:

TS 78.6 Lift Door

DEFAULT

The lift door shall be a single leaf design that operates in a sliding track mounted both above and below the door leaf. The door shall open by sliding to the rear of the coach and shall remain on a horizontal plane throughout the opening and closing process. No pin-hinged doors shall be provided. The transmission must be in neutral, and the parking brake activated for the lift to operate. The accelerator shall be automatically disabled, and the fast idle system activated when either the lift master switch is turned on or the lift door is open in order to provide maximum safety and security. These features shall be wired to the lift master switch to allow activation only when the transmission is in neutral. The coach directional (hazard) lights will also flash on/off. After the lift operation is completed, the lift shall be properly stored and secured, with the access door closed and the lift master switch at the dash in the "off" position in order to move the coach.

The lift door shall have a window in line with the other passenger windows and shall not detract from the appearance of the coach. The door latch mechanism shall be located in the lower section of the door so that operators in the 5th percentile female range can operate the lift door.

The lift storage door shall not block the visual observation to the lift assembly while utilizing the manual override mode of the lift. A lift door design consisting of a horizontally hinged lift platform egress door mounted within a vertical motion pantograph luggage door is a preferred design.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET

Comment:

TS 78.7 Lift Width

DEFAULT

The installation of the lift to the coach structure as well as the installation of the lift door into the side wall of the coach shall not affect the structural integrity of the coach.

The parcel rack module above the wheelchair lift platform area shall be permanently removed to provide additional headroom. The modified rack shall be professionally finished at all ends.

A threshold warning module with a red warning light and an acoustic sensor shall be mounted in the ceiling structure above the wheelchair lift entrance doorway.

The heating and air ducts shall be rerouted around the lift area to ensure proper interior air conditioning/heating airflow and distribution.

A passenger chime tape switch shall be mounted on the sidewall at the two wheelchair securement positions.

Each coach shall have adequate information decals installed that detail the proper lift operation in both the normal and manual modes of operation.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 78.8 Lighting Requirements
DEFAULT
Lighting for the lift areas shall be designed to meet Title 13 and ADA and FMVSS 404 standards. Lighting shall be provided to effectively illuminate the lift area. Light shall be wired through the lift master toggle switch on the driver's dash and shall automatically illuminate when this switch is in the "on" position. The lighting design shall minimize the effect of glare on passengers entering the bus through the wheelchair lift door. During lift operation, the street surface shall be illuminated to a minimum of 6 candlepower a distance of 3 ft. beyond the external dimensions of the lift platform once deployed and lowered. Additional lighting shall be provided to ensure illumination of the instruction placard and the manual override pump when it is in use.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 78.9 Securement System
DEFAULT
The vehicle interior shall permit the securement of two forward-facing wheelchair passengers in which the primary position shall be on the street side of the coach directly across from the lift.
Securement areas shall be a minimum 30 × 48 in. as required by the ADA.

A separate three-point belt securement shall be provided to effectively secure wheelchair passengers. To further secure the passenger during the lift operation, a retractable seat belt strap shall be provided at the ingress/egress area of the lift platform. A minimum 10.5 in. high barrier shall also be provided at the rear of the lift area for additional passenger protection.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 78.10 Roof Ventilation/Escape Hatches

DEFAULT
Two roof ventilators shall be provided and designed to perform as escape hatches. One ventilator/escape hatch shall be located in the roof at the front of the coach, another in the roof at the rear of the coach.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

SIGNAGE AND COMMUNICATION

TS 79. Destination Signs
DEFAULT
A destination sign system shall be furnished on the front, on the right side near the front door. The driver shall be able to access the sign while seated.
The destination sign compartments shall meet the following minimum requirements:

- Compartments shall be designed to prevent condensation and entry of moisture and dirt.
- Compartments shall be designed to prevent fogging of both compartment window and glazing on the unit itself.
- Access shall be provided to allow cleaning of inside compartment window and unit glazing.
- The front window shall have an exterior display area of no less than 8.5 in. high by 56 in. wide.

Base Bus-Hanover White

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 80. Passenger Information and Advertising
TS 80.1 Interior Displays
DEFAULT
Provisions shall be made on the rear of the driver's barrier or equipment box located on the wheel well for a frame to retain information such as routes and schedules.

Advertising media 11 in. high and 0.09 in. thick shall be retained near the juncture of the bus ceiling and sidewall. The retainers may be concave and shall support the media without adhesives. The media shall be illuminated by the interior light system.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 80.2 Exterior Displays
DEFAULT
Provisions shall be made to integrate advertising into the exterior design of the bus. Advertising media, frames or supporting structures shall not detract from the readability of destination signs and signal lights and shall not compromise passenger visibility. Advertising provisions shall not cause pedestrian hazards or foul automatic bus washing equipment, and shall not cover or interfere with doors, air passages, and vehicle fittings or in any other manner restrict the operation or serviceability of the bus.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 81. Passenger Stop Request/Exit Signal
TS 81.1 Transit Coach
DEFAULT
Pull Cord
A passenger "stop requested" signal system that complies with applicable ADA requirements defined in 49 CFR, Part 38.37, shall be provided. The system shall consist of a touch tape, chime, and interior sign message. The touch tape shall be accessible to all seated passengers, with provisions for standees. It will be easily accessible to all passengers, seated or standing. Vertical touch tape shall be provided at each window mullion and adjacent to each wheelchair parking position and priority seating positions.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 81.2 Signal Chime TS 81.2.1 Transit Coach DEFAULT
A single "stop requested" chime shall sound when the system is first activated. A double chime shall sound anytime the system is activated from wheelchair passenger areas.

Exit signals located in the wheelchair passenger area shall be no higher than 4 ft. above the floor. Instructions shall be provided to clearly indicate function and operation of these signals.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 82. Communications
TS 82.1 Camera Surveillance System
DEFAULT
Base Bus- Apollo 8 camera 6TB HD

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 82.2 Public Address System
DEFAULT
A public address system shall be provided on each bus for facilitating radio system and driver- originated announcements to passengers.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 82.2.1 Speakers
DEFAULT
Interior loudspeakers shall be provided, semi-flush mounted, on alternate sides of the bus passenger compartment, installed with proper phasing. Total impedance seen at the input connecting end shall be 8 Ohms. Mounting shall be accomplished with riv-nuts and machine screws.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 82.3 Automatic Passenger Counter (APC) DEFAULT

Base Bus -UTA An infrared APC system shall be installed. TRANSIT AGENCY to provide details of APC system, including installation locations and number of buses to be equipped.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 82.4 Radio Handset and Control System
TS 82.4.1 Drivers Speaker
DEFAULT
Each bus shall have a recessed speaker in the ceiling panel above the driver. This speaker shall be the same component used for the speakers in the passenger compartment. It shall have 8 Ohms of impedance.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 82.4.2 Handset
DEFAULT
Proposer will install a handset for driver use.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:
TS 82.4.3 Driver Display Unit (DDU)
DEFAULT
Proposer shall install a driver display unit as close to the driver's instrument panel as possible.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 82.4.4 Emergency Alarm
DEFAULT
Proposer shall install an emergency alarm that is accessible to the driver but hidden from view.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

TS 83. Event Data Recorders (EDR)
DEFAULT
No EDR shall be installed.

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS DOES NOT MEET
Comment:

Exhibit 'D' – Schedule of Suppliers/SubSuppliers Form

(On the following pages)

JACKSONVILLE TRANSPORTATION AUTHORITY

SCHEDULE OF SUBCONSULTANTS/SUBCONTRACTORS

Contractor: _____ ☐ **DBE** ☐ **NON-DBE**

Description of Project: _____

Solicitation No.: _____ Contract Date: _____

As part of the procedures for the submission of Proposals/Bids, all Contractors are required to identify **ALL** participating SUBCONSULTANTS/SUBCONTRACTORS. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of Business Performing Work	Certification Status (check one box)		Description of Commodity, Material, or Service	To be completed for DBE Supply Providers only, check applicable boxes			Dollar Amount Of Spend (if known)	Anticipated DBE Percentage Based on Supply Provider Checked
	DBE	NON-DBE		Manufacturer 100% of Spend	Regular Dealer 60% of Spend	Broker 100% Fees & Commissions		
							$	
							$	
							$	
							$	
							$	
Dollar Amount or Anticipated Percentage of Work to be Completed by Non-DBE SUBCONSULTANTS/SUBCONTRACTORS							$	
Dollar Amount or Anticipated Percentage of Work to be Completed by DBE SUBCONSULTANTS/SUBCONTRACTORS							$	
Total							$	

All **DBE** SUBCONSULTANTS/SUBCONTRACTORS must be certified as such by the JTA, FDOT or one of the designated certifying members of the Florida UCP DBE program. It is understood and agreed that, if awarded a Contract by the JTA, the Contractor will not make additions, deletions, or substitutions to this certified list without the consent of the JTA Diversity & Equity Program Manager or designee through the submittal of *Request for Approval of Change to Original Certified List of SUBCONSULTANTS/SUBCONTRACTORS*. It is understood that the JTA may audit any and/or all records of the Contract/vendor and conduct interviews of owners, principals, officers, employees and applicable SUBCONSULTANTS/SUBCONTRACTORS participating on the Contract. The Diversity & Equity Program Office reserves the right to ensure compliance with the JTA's **DBE** program to include status reports and audit of submitted **DBE** information as deemed necessary.

CONTRACTOR'S CERTIFICATION

The above information is true and complete, to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the JTA's **DBE** Program) in support of the JTA's DBE's intent and objective may result in being considered non-responsive to the JTA's requirements. The Diversity & Equity Program Office reserves the right to recommend an audit on the submitted **DBE** information as deemed necessary.

Name and Title: _____
(Please print or type)

Signature: _____ Date: _____ As defined in 49 CFR Part-26 - Revised: August 1, 2017

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Exhibit 'E' – Required Forms

(On the following pages)

Acknowledgement of Receipt of Addenda

I hereby certify that I have read and understand and certify the truthfulness of the required statements of the Solicitation and acknowledge receipt of the following Addenda issued during the advertisement period for this Solicitation.

Addendum	Dated	Signature/Title
No. 1	February 5, 2024	Jennifer McNeill — Vice President, Sales & Marketing (Public Sector)
No. 2	February 6, 2024	Jennifer McNeill — Vice President, Sales & Marketing (Public Sector)
No. 3	February 8, 2024	Jennifer McNeill — Vice President, Sales & Marketing (Public Sector)
No. 4	February 9, 2024	Jennifer McNeill — Vice President, Sales & Marketing (Public Sector)
No. 5	February 23, 2024	Jennifer McNeill — Vice President, Sales & Marketing (Public Sector)

Signature of Proposer's Authorized Representative: Jennifer McNeill

Typed/Printed Name: Jennifer McNeill

Title: Vice President, Sales & Marketing (Public Sector) Date: May 13 2024

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Acknowledgement of Receipt of Addenda

I hereby certify that I have read and understand and certify the truthfulness of the required statements of the Solicitation and acknowledge receipt of the following Addenda issued during the advertisement period for this Solicitation.

Addendum	Dated	Signature/Title
No. 6	February 26, 2024	Vice President, Sales & Marketing (Public Sector)
No. 7	February 28, 2024	Vice President, Sales & Marketing (Public Sector)
No. 8	March 8, 2024	Vice President, Sales & Marketing (Public Sector)
No. 9	March 13, 2024	Vice President, Sales & Marketing (Public Sector)
No. 10	March 15, 2024	Vice President, Sales & Marketing (Public Sector)

Signature of Proposer's Authorized Representative: Jennifer McNeill

Typed/Printed Name: Jennifer McNeill

Title: Vice President, Sales & Marketing (Public Sector) Date: May 13 2024

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Acknowledgement of Receipt of Addenda

I hereby certify that I have read and understand and certify the truthfulness of the required statements of the Solicitation and acknowledge receipt of the following Addenda issued during the advertisement period for this Solicitation.

Addendum	Dated	Signature/Title
No. 11	March 18, 2024	Vice President, Sales & Marketing (Public Sector)
No. 12	March 20, 2024	Vice President, Sales & Marketing (Public Sector)
No. 13	March 20, 2024	Vice President, Sales & Marketing (Public Sector)
No. 14	April 15, 2024	Vice President, Sales & Marketing (Public Sector)
No. 15	April 25 2024	Vice President, Sales & Marketing (Public Sector)

Signature of Proposer's Authorized Representative: _____

Typed/Printed Name: Jennifer McNeill

Title: Vice President, Sales & Marketing (Public Sector) Date: May 13 2024

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CONFIDENTIALITY AND NONDISCLOSURE TERMS

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Additionally, “Confidential Information” shall also include any and all personal, protected or otherwise sensitive information which the Receiving Party might be exposed to during the day to day operations of the Disclosing Party.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to ~~sign~~ be subject to nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. In the event that the Receiving Party or any of its Representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Disclosing Party’s Confidential Information, the Receiving Party will notify the Disclosing Party promptly so that the Disclosing Party may seek a protective order or other appropriate remedy or, in the Disclosing Party’s sole discretion, waive compliance with the terms of this Agreement (and if the Disclosing Party seeks such an order, the Receiving Party shall provide such cooperation as the Disclosing Party shall request). In the event that no such protective order or other remedy is obtained or that the Disclosing Party waives compliance with the terms of this Agreement and that the Receiving Party or its Representative, as the case may be, is nonetheless legally compelled to disclose such Confidential Information, the Receiving Party or its Representative, as applicable, will furnish only that portion of the Confidential Information which it is advised by legal counsel is legally required, and will give the Disclosing Party written notice of the Confidential Information to be disclosed as far in advance as practicable and exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

5. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

6. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

7. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

8. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

9. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(signature page follows)

Please note, as per Addendum #12 approved RFA # 108 New Flyer has amended the form

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

(Firm Name):

By: 

Printed Name: Jennifer McNeill

Title: Vice President, Sales & Marketing

JACKSONVILLE TRANSPORTATION AUTHORITY:

By: _____

Printed Name: Nathaniel P. Ford Sr.

Title: Chief Executive Officer

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Conflict of Interest Certification

Proposers must execute either Section 1 **or** 2 to certify compliance with Florida Statutes §112.313, 2 CFR 200.112, FTA Circular C 4220.1F,VI,2.a.(4)(h), and the FTA Master Agreement Section 4 (Ethics) hereinafter collectively the ("Conflict of Interest Regulations").

No Jacksonville Transportation Authority ("JTA") Board Member, employee, officer, agent or any immediate family member or partner thereof, of any of the above, or an organization which employs or is about to employ any of the above, that has a financial or other interest in the Proposer may participate in the selection for award or award funding or administer the Contract involving the Proposer. None of the above has received any gift from the Proposer. The Contractor shall obtain this certification from all subcontractors and forward it to the JTA if Section 2 has been completed by the subcontractor.

SECTION 1 – Conflict of Interest DOES NOT Exist

The Proposer/Subcontractor acknowledges and understands the requirements of the Conflict of Interest Regulations and certifies that **no** real, apparent or potential conflict of interest exists.

Name of Proposer/Subcontractor: New Flyer of America Inc.

Signature of Proposer's/Subcontractor's Authorized Official: Jennifer McNeill

Printed Name: Chris Stoddart Title: President North American Bus & Coach, Vice President, Sales & Marketing (Public Sector)

Date: May 13 2024 FEI/EIN #: 45-0414949

SECTION 2 – Conflict of Interest EXISTS

The Proposer/Subcontractor acknowledges and understands the requirements of the Conflict of Interest Regulations and certifies that a real, apparent or potential conflicts of interest may exists and is hereby disclosed in full.

Printed Name of Proposer/Subcontractor: _____

Names of individuals and nature of their interest in Proposer/Subcontractor:

_____

_____

_____

Signature of Proposer's/Subcontractor's Authorized Official: _____

Printed Name: Jennifer McNeill Title: VP Sales & Marketing

Date: _____ FEI/EIN #: _____

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CERTIFICATION OF PROPOSER REGARDING DEBARMENT

The Proposer must complete the following certification statement. The Proposer must indicate its response by inserting a checkmark (□) in the space following the applicable response.

Certification:

The Proposer certifies that it, its principals, and any key team members:

□ are
□ are not

presently suspended, debarred, excluded, or otherwise disqualified from participation in this federally assisted project by any federal department or agency.

If a Proposer responds in the affirmative to the above certification, and the contract exceeds or is expected to exceed $25,000, the Proposer is ineligible to receive an award.

Lower Tier Contractors:
The successful Proposer, by administering each lower tier subcontract for this project that exceeds $25,000, must verify that each lower tier subcontractor, at any tier, is not presently suspended, debarred, excluded, or otherwise disqualified from participation in this federally assisted project.

The successful Proposer certifies that it will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov;
2. Collecting a certification statement similar to the Certification of Proposer Regarding Debarment, above; and,
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

On-Going Obligation of Successful Proposer:
The successful Proposer must provide immediate written notice to the Authority if it learns either that:

a) it failed to disclose information earlier, as required by 2 C.F.R. § 180.355; or,
b) (b) due to changed circumstances, it or any of the principals or any of its key team members for this project now meet any of the criteria in 2 C.F.R. § 180.355.

Termination for Failure to Disclose:
If the Authority later determines that the successful Proposer failed to disclose to the Authority that either it, **its principals, or its key team members** were suspended, debarred, excluded, or otherwise disqualified at the time it made this certification or entered the contract for this project, the Authority will terminate the contract.

The foregoing is hereby certified and acknowledged by the undersigned.

Proposer's Legal Name: New Flyer of America Inc.

Proposer's Signature: Jennifer McNeill

Business Structure of Proposer (corp, jv, llc, etc.): corporation

Primary Address: 6200 Glenn Carlson Dr, St Cloud, MN 56301, United States

Name and Telephone Number of Contact Person: Jennifer McNeill

Vice President, Sales & Marketing. Phone: 204-224-1251

BUY AMERICA ACT CERTIFICATION

The Buy America requirements apply to federally assisted construction contracts, and acquisition of goods or rolling stock contracts valued at more than $150,000.

(a) By submission of this Offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement it will comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide 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. This certification also includes compliance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 which includes the Build America, Buy America Act ("Act"), Pub. L. No. 117-58, §§ 70901-52. General waivers are listed in 49 C.F.R. 661.7 and 70914(c) of the Act. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

(b) An Offeror must submit to the Authority the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. Mark the applicable certifications below:

(1) Certification requirement for procurement of steel, iron, or manufactured products:

[ ] *Certificate of Compliance with 49 U.S.C. 5323(j)(1) and Pub .L .No. 117-58, §§70901-52*
The Bidder or Offeror hereby certifies that it will meet or meets the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5 and Pub .L. No. 117-58, *§§70901-52*.

[ ] *Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)and Pub. L. No. 117-58, §§70901-52*
The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), 49 C.F.R. 661.5 and Pub. L. No. 117-58, *§§70901-52*, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7 and Pub. L. No. 117-58, *§70914(c).*

(2) Certification requirement for procurement of buses, other rolling stock and associated equipment:

[X] *Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)*
The Bidder or Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

[ ] *Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*
The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

Name of Proposer or Offeror:___New Flyer of Amercia Inc._____

Name and Title of Authorized Representative:Jennifer McNeill, Vice President, Sales & Marketing ____

Print and Sign Name:_____ Jennifer McNeill _____

Title:_____President North American Bus & Coach_____Date:_____May 13 2024_____

Please note, as per Addendum #12 approved RFA # 112 New Flyer is not providing a response to Section 1 as Section 1 of the Buy America Certification Form is not applicable for rolling stock.

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Certification Regarding Lobbying Pursuant to 49 CFR Part 20 for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Bidder certifies, to the best of his or her knowledge and belief that it complies with 31 USC §1352, as amended, 49 CFR Part 20, to the extent consistent with as necessary by 31 USC § 1352, as amended and all other applicable federal and state lobbying restrictions and specifically that:

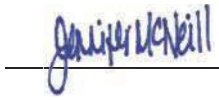
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a state legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, 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.
[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Bidder's/Subcontractor's Authorized Official: 

Printed Name of Bidder/Subcontractor: New Flyer of America Inc.
Printed Name: Chris Stoddart Title: President North American Bus & Coach
Vice President, Sales & Marketing (Public Sector)
Date: May 13 2024

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Pre-Award and Post Delivery Certification

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

Certificate of Compliance

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

Date: May 13 2024

Signature: 

Company Name: New Flyer of America Inc.

Title: President North American Bus & Coach
Vice President, Sales & Marketing (Public Sector)

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(c)and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature _____

Company Name _____

Title VP Sales & Marketing

CERTIFICATION OF COMPLINACE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned Proposer/Manufacturer certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

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 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.

Date: May 13 2024

Signature: 

Company Name: New Flyer of America Inc.

Title: President North American Bus & Coach ~~Vice President, Sales & Marketing (Public Sector)~~

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL
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BUS TESTING PROGRAM

Jennifer McNeill ere by certifies that the model of bus being offered in this proposal has met the requirements imposed by 49 CFR Part 665, Bus Testing, including the following two (2) conditions:

1) A model of the bus has been tested at the bus testing facility in Altoona, Pennsylvania and

2) The proposal includes a copy of the Test Report prepared on the bus model being offered.

Authorized Signee: Jennifer McNeill

Title: VP Sales & Marketing (Vice President, Sales & Marketing (Public Sector)

Company: New Flyer of America Inc.

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Certification of Eligibility

Jennifer McNeill hereby certifies that it is not included on the lists of persons or firms currently debarred for any reason, including but not limited to violations of various public contracts incorporating labor standards provisions, maintained by the United States Comptroller General, the United States Department of Transportation, the Florida Department of Transportation, the Jacksonville Transportation Authority, the City of Jacksonville, or any other transportation agency of any state.



May 13 2024

Signature of Proposer's Authorized Representative **Date**

Jennifer McNeill

Typed/Printed Name

Vice President, Sales & Marketing

Title

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EQUAL OPPORTUNITY REPORT STATEMENT

AS REQUIRED AT 41-CFR-60-1.7(b)

The Proposer shall complete the following statement by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of bid:

1. The Proposer has ☑ has not ☐ developed and has on file at each establishment a affirmative action program pursuant to 41-CFR-60-1.40 and 41-CFR-60-2.

2. The Proposer has ☑ has not ☐ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.

3. The Proposer has ☑ has not ☐ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report). (Ref. Page GP-80)

4. The Proposer does ☑ does not ☐ employ fifty (50) or more employees.

If the Proposer has participated in previous contracts subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Proposer shall submit a compliance report on Standard Form 100 "Employee Information Report EEO-1" prior to the award of Contract.

The Proposer shall obtain an Equal Opportunity Report Statement from each subcontractor when the value of the subcontract exceeds $50,000.

By: Jennifer McNeill

For: New Flyer of America Inc.
(Proposer's Name)

Jennifer McNeill, Vice Preside
Printed Name & Title of Signing Official

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JACKSONVILLE TRANSPORTATION AUTHORITY

PAST EXPERIENCE/PERFORMANCE REFERENCE INFORMATION FORM

Instructions: Provide a minimum of three (3) references. Provide information requested in sections 1 through 14. Form must be filled out completely and signed by the Proposer.

1. Complete name of Government agency, commercial firm, or other organization

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA) (ATLANTA, GA)

2. Complete address

3401 Browns Mill Road, NE
Atlanta, Georgia 30354

3. Contract number or other reference	4. Date of contract
CONTRACT NO. P46638	Oct/29/2020
5. Date work was begun	6. Date work was completed
Oct/29/2020	March/25/2021
7. Estimated contract price	8. Final amount invoiced or amount invoiced to date
Confidential information	Confidential Information
9. Technical point of contact (name, title, address, telephone no. and email address) Erik Johnson Manager, Engineering, Reliability, and Bus Maintenance Office of Bus Maintenance phone 04-848-6884 ejohnson4@itsmarta.com ˜	10. Location of work (country, state or province, county, city) New Flyer of America 106 National Dr. Anniston, AL 36207

11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by JTA). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)

The contract was for the manufacture and delivery of Four (4) Sixty-Foot (60') Articulated Compressed Natural Gas (CNG) Buses. The price includes the integration and installation of customer-furnished equipment (i.e., fare boxes) as well as warranty and manuals.

This contract also includes the delivery of training aids requested by MARTA.

The propulsion and length of the buses built for MARTA are similar to one of the proposed configurations offered to Jacksonville Transportation Authority.

12. Current status of contract:

All buses have been delivered.

May 13 2024

13. Signature of Proposer / Date	14. Print Name of Proposer
Jennifer McNeill	Jennifer McNeill Vice President, Sales & Marketing

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JACKSONVILLE TRANSPORTATION AUTHORITY

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7. Estimated contract price	8. Final amount invoiced or amount invoiced to date
Confidential information	Confidential Information

9. Technical point of contact (name, title, address, telephone no. and email address)

Erik Johnson
Manager, Engineering, Reliability, and Bus Maintenance Office of Bus Maintenance
phone 04-848-6884
ejohnson4@itsmarta.com

10. Location of work (country, state or province, county, city)

New Flyer of America
106 National Dr.
Anniston, AL 36207

11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by JTA). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)

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1. Complete name of Government agency, commercial firm, or other organization

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA) (ATLANTA, GA)

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106 National Dr.
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13. Signature of Proposer / Date	14. Print Name of Proposer
Jennifer McNeill	Jennifer McNeill Vice President, Sales & Marketing

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Please note, as per Addendum #12 approved RFA # 123 this from is not applicable to New Flyer of America as New Flyer is not a DBE and does not utilizes subcontractors

JACKSONVILLE TRANSPORTATATION AUTHORITY

INTENT TO CONTRACT AS A DBE SUBCONTRACTOR/SUBCONSULTANT

PROPOSAL/SOLICITATION NUMBER:_____

Pursuant to DBE policy, businesses participating in the JTA's DBE Program must be certified by the Florida Uniform Certification Program (UCP) at the time of submittal of bid. The firm must be listed in the Florida UCP/DBE directory as a certified DBE firm. (http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx)

1. **Name of Prime Contractor/Consultant** _____
2. **Address, City, State and Zip** _____
3. **FEIN Number of DBE Firm** _____ - _____
4. **The DBE subcontractor/subconsultant listed below is certified by which member agency within the Florida UCP?**
   □ JTA □ FDOT □ GOAA (Orlando Airport) □ Volusia County □ Miami/Dade County □ Broward County
   □ HCAA (Hillsborough County) □ City of Tallahassee □ Lee County Port □ Key West Airport
5. **The undersigned DBE firm is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply or "install" or both):**

   _____

   and at the following price $_____. With respect to the proposed subcontract described above, _____% of the dollar value of such subcontract will be sublet and/or awarded to the following DBE firm:

_____	_____	_____
Name of DBE Firm	**Address, City, State and Zip**	**Telephone**
_____	_____	____/_____/____
Signature of Owner, President or Authorized Agent of DBE Firm	**Printed Name of Signer**	**Date**

DECLARATION OF PRIME CONTRACTOR/CONSULTANT

I HERBY DECALRE AND AFFIRM that I am the _____
(Title Declarant)
and duly authorized representative of _____
(Name of Prime Contractor/Consultant)

to make this declaration and that I have personally reviewed the materials and facts set forth in this Intent to Perform form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the DBE business signed this form in the place indicated, and no material facts have been omitted.

Except as authorized by the JTA Diversity & Equity Manager or his/her designee, the undersigned will enter into a formal agreement with the listed DBE business for work indicated by this form prior to the effective start date of the contract. The undersigned will, if requested, provide the JTA Diversity & Equity Manager or his/her designee a copy of that agreement.

The Prime Contractor/Consultant designated the following person as its DBE Liaison Officer:

_____	_____
Please Print Name	**Phone**

Pursuant to State Law, any person (entity) who makes a false of fraudulent statement in connection with the participation of a DBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution.

_____
Name of Declarant

_____ _____/_____/_____
Signature **Date**

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Proposer's List

NAME OF PRIME CONTRACTR OR/CONTRACTOR: _____

The Contractor shall provide information on ALL prospective subcontractor(s)/supplier(s) who were contacted or submitted bids/quotations in support of this solicitation. **Attach additional copies of the form as necessary**.

NAME OF SUBCONTRACTOR/SUPPLIER(S)	SCOPE OF WORK TO BE PERFORMED	CERTIFIED DBE or LSBE FIRM? (Check all that apply)	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS		UTILIZING ON THIS CONTRACT? (Please circle
NAME: ADDRESS:	SCOPE OF WORK:	**YES:** DBE ☐ LSBE ☐	☐	Less than $500K	YES or NO
			☐	$500K - $3 mil	
			☐	$3 mil - $8 mil	
			☐	$8 mil.- $15 mil	
PHONE:		**NO**:	☐	$15 mil - $20 mil	
FAX:			☐	$20 mil - $30 mil	
CONTACT PERSON:	AGE OF FIRM:		☐	More than $30 mil	
NAME: ADDRESS:	SCOPE OF WORK:	**YES:** DBE ☐ LSBE ☐	☐	Less than $500K	YES or NO
			☐	$500K - $3 mil	
			☐	$3 mil - $8 mil	
			☐	$8 mil.- $15 mil	
PHONE:		**NO**:	☐	$15 mil - $20 mil	
FAX:			☐	$20 mil - $30 mil	
CONTACT PERSON:	AGE OF FIRM:		☐	More than $30 mil	
NAME: ADDRESS:	SCOPE OF WORK:	**YES:** DBE ☐ LSBE ☐	☐	Less than $500K	YES or NO
			☐	$500K - $3 mil	
			☐	$3 mil - $8 mil	
			☐	$8 mil.- $15 mil	
PHONE:		**NO**:	☐	$15 mil - $20 mil	
FAX:			☐	$20 mil - $30 mil	
CONTACT PERSON:	AGE OF FIRM:		☐	More than $30 mil	
NAME: ADDRESS:	SCOPE OF WORK:	**YES:** DBE ☐ LSBE ☐	☐	Less than $500K	YES or NO
			☐	$500K - $3 mil	
			☐	$3 mil - $8 mil	
			☐	$8 mil.- $15 mil	
PHONE:		**NO**:	☐	$15 mil - $20 mil	
FAX:			☐	$20 mil - $30 mil	
CONTACT PERSON:	AGE OF FIRM:		☐	More than $30 mil	

Name/Title of person completing this form: _____

Signature: _____ Date: _____

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Non Performance Acknowledgement Form

The JTA will also maintain a record of any and all complaints received from private property owners. Vendors will be made aware of the complaints by e-mail affording them the opportunity to correct the problem. Continued complaints or an excessive number of complaints over a period of time or excessive frequency will be reason for cancellation of service contract. The decision of the JTA as to what constitutes excessive complaints or excessive frequency will be final. The JTA reserves the right to cancel this award without prior notification of this action. Effective date of cancellation may be immediate if in the opinion of the JTA that the situation so warrants. Decision of the JTA concerning the cancellation date will be final.

In the event of immediate award cancellation, the notifications of such cancellation may be verbal by way of a telephone call. At which time all work under this contract shall cease. Any verbal cancellations will be confirmed by way of a written letter of cancellation.

The Owner shall recover any costs associated with non-performance issues identified during regular and random inspections. Groups I, III, IV and V, within (24 hrs.) next business day of written or e-mail notice from the Owner; the Contractor must correct and report in writing the identified issue. Group II must be corrected before 10:00 AM and 3 PM. If the Contractor fails to respond or if the owner re-inspects after 24 hour notice has be given and has not been corrected, it will result in a reduction from the next monthly invoice the amount of the unit cost for the performance issues identified. The cost shall be treated separately from all assessments.

PAYMENT FOR NON PERFORMANCE ACKNOWLEDGEMENT:

	May 13 2024
VENDORS AUTHORIZED SIGNATURE	DATE

New Flyer deviates from signing the Non Performance Acknowledgment Form as it does not apply to the procurement of buses, as the outlined groups are not referred to in the RFP. Also, neither the form nor the RFP identifies the process and parameters for the evaluations. New Flyer's proposal is based on not agreeing to the terms of the Non Performance Acknowledgment Form as outlined in the RFP. New Flyer welcomes further discussions in this regard.

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Non-Collusion Proposal Certification

By submission of this proposal, each Proposal and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

I. The prices in the Proposal have been arrived at independently without collusion, consultation, communication or agreement, with any other Proposer or with any other competitor for the purpose of restricting competition as to any other matter relating to such prices.

II. Unless otherwise required by law, the prices which have been noted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor and,

III. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.



May 13 2024

Signature of Proposer's Authorized Representative **Date**

Jennifer McNeill

Typed/Printed Name

Vice President, Sales & Marketing

Title

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Proposer's Standard Assurances

Name of Proposer: **New Flyer of America Inc.**

At this time, we understand all requirements and state that as a serious proposer we will comply with all the stipulations included in the proposal package.

The above-named proposer affirms and declares:

1. That the Proposer is of lawful age and that no other person, firm, or corporation has any interest in this Proposal.

2. That this Proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation making a Proposal for the same project, and is in all respects fair and without collusion or fraud.

3. That the Proposer has carefully examined the site of the work and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the equipment and other facilities needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.

4. That the Proposer is in full compliance with all federal, state, and local laws and regulations and intends to fully comply with same during the entire term of the contract.

In witness thereof, this Proposal is hereby signed by the duly authorized representative of the Proposer and sealed as of the date indicated.

PROPOSER:

Signature

Jennifer McNeill

Type Name and Title

Vice President, Sales & Marketing (Public Sector)

ATTEST:

Witness Signature

May 13 2024

Date

Christy Davidson
Corporate Executive Assistant

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Contractor Affidavit under Section 448.095 Florida Statutes

The undersigned contractor ("Contractor") executes this Affidavit to comply with Section 448.095 Florida Statutes related to any contract with the Jacksonville Transportation Authority to which Contractor is a party that is subject to Section 448.095 Florida Statutes and hereby verifies its compliance with Section 448.095 Florida Statutes, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, https://e-verify.uscis.gov/emp , or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the Jacksonville Transportation Authority in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of the contract;

e) The Contractor shall require all subcontractors performing work under this contract to use the E-Verify system will only contract for the performance of services in satisfaction of such contract with subcontractors who present an affidavit to the Contractor certifying compliance with Section 448.095 Florida Statutes;

f) The Contractor does not employ, contract with, or subcontract with any person who is an "unauthorized alien" as that term is defined in 8 U.S.C. 1324a(h)(3) and is otherwise in full compliance with Section 448.095 Florida Statutes.

g) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of Section 448.095 Florida Statutes for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

h) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to Section 448.095 Florida Statutes to the Jacksonville Transportation Authority within five (5) business days of receipt.

1282669	May 13 2024
Federal Work Authorization User Identification Number	Date of Authorization
New Flyer of America Inc.	
Name of Contractor	Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 14, May, 2024 in Winnipeg (city), Manitoba Province (~~state~~).

Jennifer McNeill

Signature of Authorized Officer or Agent

Jennifer McNeill, Vice President, Sales and Marketing (Public Sector)

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 14 DAY OF May, 2023.4

NOTARY PUBLIC

Christy L. Davidson
A Notary Public for the Province of Manitoba.
My Commission Expires: May 19, 2025
711 Kernaghan Avenue
Winnipeg, Manitoba R2C 3T4

My Commission Expires:

Subcontractor Affidavit is not applicable as New Flyer of America will not have subcontractors for this contract

Subcontractor Affidavit under Section 448.095, Florida Statutes

I hereby certify that _____ [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien as that term is defined in 8 U.S.C. 1324a(h)(3), and is otherwise in full compliance with, Section 448.095, Florida Statutes.

All new employees working under this subcontract have had their work authorization status verified through the federal work authorization program commonly known as E-Verify, https://e-verify.uscis.gov/emp , or any subsequent replacement program.

A true and correct copy of _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

_____ _____

Name of Subcontractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on , , 2023 in _____(city), _____(state).



___ _____

Signature of Authorized Officer or Agent

Jennifer McNeill, Vice President, Sales and Marketing (Public Sector)

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2023.

_____

NOTARY PUBLIC

My Commission Expires:

LITIGATION DISCLOSURE FORM

Provide information, including case name, case number, court in which the case was filed, and a short description of the case regarding any litigation in which your firm, company or any individual who holds equity or is involved in the project is or has been a party to and took a position adverse to the JTA.

CASE NAME	CASE NUMBER	COURT	DESCRITPTION

By: Jennifer McNeill

For: New Flyer of America Inc.
(Company Name)

Jennifer McNeill, Vice President, Sales & Marketing
Printed Name & Title of Signing Official

New Flyer's response:
In the normal course of business, the Bidder receives notice of potential legal proceedings or is named as a defendant in legal proceedings, including but not limited to those related to product liability, personal injury, property damage, employment, and contractual matters. Most claims are covered by the Bidder's insurance policies and the Bidder is not aware of any current claims that are expected to have a material adverse effect on the Bidder's financial position or cash flows.

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Please note, the JTA has provided an Excel sheet in Addendum 14 to complete this form. Please refer to the attached PDF for New Flyer's Proposed Contract Modification Form- 2.2b P-23-030 SOF Heavy Duty Buses - Contract Modifications Form.

Proposed Contract Modification(s) Form

Proposer is in agreement with all proposed language indicated in the sample contract included in this solicitation.

Signature of Proposer's Authorized Official: _____ Date: ___

Printed Name of Proposer: _____ Title:

The Proposer would like to suggest the following modifications be consider for application to the contract. And understands that all proposed modifications are subjected to negotiations. ***Please include red-lined copy of the draft contract with the proposed modifications.

Section and Paragraph location	**Proposed Modifications**

Signature of Proposer's Authorized Official: Jennifer McNeill Date: May 16 2024

Printed Name of Proposer: New Flyer of America Inc. Title: Vice President, Sales & Marketing (Public Sector)

Please confirm either Section I or Section II only

Duplicates of this page may be made

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P-23-030 STATE OF FLORIDA HEAVY DUTY BUSES

CONTRACT MODIFICATIONS

No.	Page No.	Current Description	Requested Modification
1	128 Proposed Contract Modification(s) Form	***Please include red-lined copy of the draft contract with the proposed modifications.	New Flyer's proposal is based upon not submitting a redlined draft sample contract with its proposal submission and has built their proposal accordingly. New Flyer maintains that providing a redline version may not facilitate an efficient and streamlined approach to monitoring deviations to the contract and potential negotiation points between the parties. New Flyer's proposal instead relies on the provided Sample Contract deviations in the Excel sheet provided by JTA.
2	Page - 1 Section - Prior to Section 1	WHEREAS, the Authority has selected the Supplier, in accordance with all applicable laws, to provide the specific scope of work, services, and goods (and all other items necessary, proper for or incidental thereto) that are described in the Technical Specifications ("Exhibit A") and made a part hereof, on the terms herein contained;	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** WHEREAS, the Authority has selected the Supplier, in accordance with all applicable laws, to provide the specific scope of work, services, and goods (and all other items necessary, proper for or incidental thereto) that are described in the Technical Specifications ("Exhibit A") and approved equals and deviations and made a part hereof, on the terms herein contained; The purpose of this request is to ensure that all approved equals and deviations are captured as part of the agreement
3	Page - 1 Section - Scope of Work	The Supplier hereby agrees to provide the scope of work, perform the services, and furnish the goods and materials (and provide all other items necessary, proper for, or incidental thereto) that are set forth in the Solicitation and "Exhibit A." Throughout this Contract, all references to the term "work" include all requirements of the specifications, regardless of whether it involves the provision of goods or services or both.	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** 1.The Supplier hereby agrees to provide the scope of work, perform the services, and furnish the goods and materials (and provide all other items necessary, proper for, or incidental thereto) that are set forth in the Solicitation and "Exhibit A." and approved equals and deviations Throughout this Contract, all references to the term "work" include all requirements of the specifications, regardless of whether it involves the provision of goods or services or both. The purpose of this request is to ensure that all approved equals and deviations are captured as part of the agreement
4	Page - 2 Section- I. Scope of Work	Order of Precedence. All of the terms and conditions of the Solicitation are hereby incorporated herein in full. In the event of a conflict between the terms of any of the following, the more stringent requirement shall apply. If the conflict cannot be resolved by following the most stringent requirement, the following order of precedence shall govern: (1) Section VI of the Solicitation that contains the required clauses for federally assisted contracts, when applicable; (2) properly authorized written Contract Amendments; (3) properly authorized Purchase Orders; (4) this Contract; (5) the Specifications; (6) Special Conditions; (7) the Solicitation Addenda, if any; and (8) the Solicitation. As between the drawings and other specifications, the drawings take precedence over other specifications as to quantity and location and the specifications take precedence over drawings as to quality of materials and workmanship.	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** 3.Order of Precedence. All of the terms and conditions of the Solicitation are hereby incorporated herein in full. In the event of a conflict between the terms of any of the following, ~~the more stringent requirement shall apply. If the conflict cannot be resolved by following the most stringent requirement~~, the following order of precedence shall govern (1) Section VI of the Solicitation that contains the required clauses for federally assisted contracts, when applicable; (2) properly authorized written Contract Amendments; (3) properly authorized Purchase Orders; (4) this Contract which captures the proposal deviations and approved equals, (5) the Specifications; (6) Special Conditions; (7) the Solicitation Addenda, if any; and (8) the Solicitation. As between the drawings and other specifications, the drawings take precedence over other specifications as to quantity and location and the specifications take precedence over drawings as to quality of materials and workmanship. The purpose of this request is to capture all deviations and Approved Equals as part of the contract.

5	Page - 3 Section - I. Scope of Work	7. Personnel. All of the personnel assigned by the Supplier and all subcontractors shall be qualified and authorized under state and local laws to perform the applicable services, whether by appropriate license, registration, certification, or other authorization. The Supplier shall not change its assigned Project management staff, delete any of the identified subcontractors, or engage additional companies as subcontractors hereunder, without prior written approval of the Authority. Supplier agrees that it will remove from assignment under this Contract any employee or subcontractor, upon request by the Authority, which may be with or without cause. Any such removal shall not necessarily reflect on the capability or competence of the individual or entity so removed. Nothing herein shall affect the status or responsibilities of the Supplier as an independent contractor solely responsible for the method, manner, and means chosen by it to perform hereunder.	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** Personnel. All of the personnel assigned by the Supplier and all subcontractors shall be qualified and authorized under state and local laws to perform the applicable services, whether by appropriate license, registration, certification, or other authorization. The Supplier shall not change its assigned Project management staff, delete any of the identified subcontractors, or engage additional companies as subcontractors hereunder, without prior written approval of the Authority. ~~Supplier agrees that it will remove from assignment under this Contract any employee or subcontractor, upon request by the Authority, which may be with or without cause. Any such removal shall not necessarily reflect on the capability or competence of the individual or entity so removed.~~ Nothing herein shall affect the status or responsibilities of the Supplier as an independent contractor solely responsible for the method, manner, and means chosen by it to perform hereunder
6	Page - 3 Section - I. Scope of Work	8. Schedule(s). The Supplier agrees that time is of the essence for the performance of each of the Supplier's obligations hereunder. The Supplier shall complete the work in accordance with the schedule set forth in the Solicitation and provide schedule progress reports, if applicable, in a format acceptable to the Authority and at intervals established by the Authority. The Authority will be entitled at all times to be advised, at its request, as to the status of work being performed by the Supplier and of the details thereof. Either Party may request and be granted a conference. If, at any time prior to completion of the work, the Supplier determines that the work is not progressing according to the schedule, the Supplier shall immediately notify the Authority in writing and shall provide a description of the cause of the delay, the effect on the schedule, and the recommended action to meet the schedule. An extension of time for performance shall be the Supplier's sole and exclusive remedy for any delay of any kind or nature caused by the Authority.	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** 8. Schedule(s). The Supplier agrees that time is of the essence for the performance of each of the Supplier's obligations hereunder. The Supplier shall complete the work in accordance with the schedule set forth in the contract ~~Solicitation~~ and provide schedule progress reports, if applicable, in a format acceptable to the Authority and at intervals established by the Authority. The Authority will be entitled at all times to be advised, at its request, as to the status of work being performed by the Supplier and of the details thereof. Either Party may request and be granted a conference. If, at any time prior to completion of the work, the Supplier determines that the work is not progressing according to the schedule, the Supplier shall immediately notify the Authority in writing and shall provide a description of the cause of the delay, the effect on the schedule, and the recommended action to meet the schedule. An extension of time for performance shall be the Supplier's sole and exclusive remedy for any delay of any kind or nature caused by the Authority
7	Page - 4 Section - II. Compensation, Invoices, and Terms of Payment	The Supplier shall deliver invoices to the Authority on a monthly basis for the work performed hereunder, in detail sufficient for a proper pre-audit and post-audit thereof. A written progress report, in format and detail approved by the JTA Project Manager, shall accompany each invoice. 2. All invoices shall reflect the applicable Proposal prices and shall show details of the computation of the amount requested in a form satisfactory to the Authority. Invoices shall be monthly from the first day of the month to the last day of the month and must be submitted not later than the tenth (10th) of the following month. Billings of less than one thousand dollars ($1,000.00) shall not be submitted and shall be accumulated to following months' invoice(s), unless the invoice is for the final payment of a work, is a final Purchase Order, or is the fiscal year-end invoice. To assist the Authority with annual financial close-out, the Supplier shall also submit an end-of-the-fiscal-year invoice not later than October 10 of each year for all unbilled services, fees, and costs performed through September 30 of that calendar year.	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** The Supplier shall deliver invoices to the Authority the week a bus is delivered. ~~on a monthly basis for the work performed hereunder~~ , in detail sufficient for a proper pre-audit and post-audit thereof. A written progress report, in format and detail approved by the JTA Project Manager, shall accompany each invoice. 2. All invoices shall reflect the applicable Proposal prices and shall show details of the computation of the amount requested in a form satisfactory to the Authority. ~~Invoices shall be monthly from the first day of the month to the last day of the month and must be submitted not later than the tenth (10th) of the following month. Billings of less than one thousand dollars ($1,000.00) shall not be submitted and shall be accumulated to following months' invoice(s), unless the invoice is for the final payment of a work, is a final Purchase Order, or is the fiscal year-end invoice~~. To assist the Authority with annual financial close-out, the Supplier shall also submit an end-of-the-fiscal-year invoice not later than October 10 of each year for all unbilled services, fees, and costs performed through September 30 of that calendar year. New Flyer's proposal is based upon the following Payment Milestones and Payment Terms in accordance with the White House "Dear Colleague letter" •75% at engine install, 25% at acceptance. Net 30

8	Page 30 II. Compensation, Invoices, and Terms of Payment	11. The Authority shall make payments to the Supplier based upon the approved invoices and supporting documentation and deliverables within thirty (30) days of the receipt by the Authority of a complete invoice. All invoices shall be sent to the attention of the Accounts Payable Office at accountspayable@jtafla.com, and shall include back-up documentation as required by the Authority, including the applicable Supplier Request for Payment Form ("Exhibit C"). Invoice payment requirements do not start until a properly completed invoice is provided to the Authority. If an invoice is not approved, in whole or in part, the Authority will inform the Supplier of the issue and Supplier will not be paid until the issue has been resolved to the satisfaction of the Authority.	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** 11. The Authority shall make payments to the Supplier based upon the approved invoices and supporting documentation and deliverables within thirty (30) days of the receipt by the Authority of a complete invoice. New Flyer's proposal is based upon the following Payment Milestones and Payment Terms in accordance with the White House "Dear Colleague letter" •75% at engine install, 25% at acceptance. All invoices shall be sent to the attention of the Accounts Payable Office at accountspayable@jtafla.com, and shall include back-up documentation as required by the Authority, including the applicable Supplier Request for Payment Form ("Exhibit C"). Invoice payment requirements do not start until a properly completed invoice is provided to the Authority. If an invoice is not approved, in whole or in part, the Authority will inform the Supplier of the issue and Supplier will not be paid until the issue has been resolved to the satisfaction of the Authority.
9	Page - 4 Section - II. Compensation, Invoices, and Terms of Payment	4.The Supplier shall provide the Authority with Certificates of Origin for any and all steel, iron, and/or manufactured goods delivered or utilized by the Supplier in any work or Project contemplated herein, regardless of the individual value of such steel, iron, and/or manufactured goods, when the overall Contract value meets or exceeds Fifty Thousand Dollars ($50,000.00). The Supplier shall also provide separate Certificates of Origin for each component part contained in any and all manufactured goods delivered or utilized by the Supplier in any work or Project under this Contract. Certificates of Origin must accompany all related invoices that the Supplier submits to the Authority for payment. If the Supplier fails to submit required Certificates of Origin with its invoices, the Authority may withhold payments due the Supplier until the Supplier has complied therewith	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** 4.The Supplier shall provide the Authority with Certificates of Origin for any and all steel, iron, and/or manufactured goods manufactured by New Flyer or any one of its subsidiaries ~~delivered or utilized by the Supplier~~ in any work or Project contemplated herein, regardless of the individual value of such steel, iron, and/or manufactured goods, when the overall Contract value meets or exceeds Fifty Thousand Dollars ($50,000.00). The Supplier shall also provide separate Certificates of Origin for each component part contained in any and all manufactured goods manufactured by New Flyer or any one of its subsidiaries ~~delivered or utilized by the Supplier~~ in any work or Project under this Contract. Certificates of Origin must accompany all related invoices that the Supplier submits to the Authority for payment. If the Supplier fails to submit required Certificates of Origin with its invoices, the Authority may withhold payments due the Supplier until the Supplier has complied therewith. For purchased components New Flyer will provide information regarding Buy America compliance in a form of a Yes or No as it is needed for our complete bus BA calculation.
10	Page - 4 Section - II. Compensation, Invoices, and Terms of Payment	6. Records of costs incurred under the terms of this Contract shall be maintained by the Supplier and upon written request, made available to the Authority at all times during the period of this Contract and for five (5) years after final payment is made for the work pursuant to this Contract. Copies of these documents and records shall be furnished to the Authority upon request.	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** 6.Records of costs incurred under the terms of this Contract shall be maintained by the Supplier and upon written request, made available to the Authority at all times during the period of this Contract and for five (5) years after final payment is made for the work pursuant to this Contract. Copies of these documents and records shall be furnished to the Authority upon request, and signage of a non-disclosure agreement between the parties.

11	XIII.Disadvantaged Business Enterprise (DBE) Participation (Document "P-23-030 SOF Heavy Duty Buses - RFP- Revision 1 - Final Clean" Pages 43-46)	Entire section XIII.Disadvantaged Business Enterprise (DBE) Participation (Document "P-23-030 SOF Heavy Duty Buses - RFP- Revision 1 - Final Clean" Pages 43-46)	New Flyer's proposal is based upon incorporating the following changes to the sample contract: The deletion of entire language under section XIII Disadvantaged Business Enterprise (DBE) Participation (Document "P-23-030 SOF Heavy Duty Buses - RFP- Revision 1 - Final Clean" Pages 43-46) and the addition of the following language in lieu: Pursuant to Title 49, Code of Federal Regulations, Part 26.49, a Proposer, as a condition of being authorized to respond to this solicitation, must certify by completing the form DBE Approval Certification that it has on file with the Federal Transit Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal. 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 Contractor shall maintain compliance with "DBE Approval Certification" throughout the period of Contract performance. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted 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 [insert Agency name] deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
12	Page - 6 Section - III. Ownership of Documents and Inspection of Work	III. Ownership of Documents and Inspection of Work 1. When the Contract requires services, all correspondence, documents, drafts, data compilations and tabulations, research, analysis, plans, reports, and work product of any kind, in any medium, submitted to or prepared by or for the Supplier in connection with this Contract, are the sole property of the Authority and shall be scanned into electronic format and provided to the Authority in an indexed, logical, searchable format on computer Compact Disks (CDs) or other format acceptable to the Authority. Such correspondence must be provided to the Authority within thirty (30) days of the close-out of the assigned Project and must be received before the Authority will release final payment to the Supplier. The original documents shall be maintained by the Supplier for a period of five (5) years after the completion of final payment by the Authority. Thereafter, or upon termination of this Contract for any reason, such records shall immediately be delivered to the Authority.	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** III. Ownership of Documents and Inspection of Work ~~1. When the Contract requires services, all correspondence, documents, drafts, data compilations and tabulations, research, analysis, plans, reports, and work product of any kind, in any medium, submitted to or prepared by or for the Supplier in connection with this Contract, are the sole property of the Authority and shall be scanned into electronic format and provided to the Authority in an indexed, logical,~~ ~~searchable format on computer Compact Disks (CDs) or other format acceptable to the Authority. Such correspondence must be provided to the Authority within thirty (30) days of the close-out of the assigned Project and must be received before the Authority will release final payment to the Supplier. The original documents shall be maintained by the Supplier for a period of five (5) years after the completion of final~~ ~~payment by the Authority. Thereafter, or upon termination of this Contract for any reason, such records shall immediately be delivered to the Authority.~~ All "subject data", including specifications, technical data, records and reports, engineering drawings (including shop drawings and working drawings), manuals and instruction materials and computer or microprocessor software that is delivered or specified to be delivered under the Contract shall remain the property of the Supplier; provided however, the Authority shall have a royalty-free, non-exclusive, non-transferable and irrevocable license to use such subject data only for the purposes of operating and maintaining the goods.
13	Page - 6 Section - IV Term of Contract and Termination	2 such notice (provided however that expense of a nature which cannot be immediately terminated shall be reimbursed at the minimum amount which may reasonably be arranged for such termination, if the Authority concurs); and (2) deliver to the Authority's Project Manager copies of all data, drawings, specifications, reports, estimates, summaries, and other information and materials prepared while performing this Contract, whether completed or in process, in both paper and electronic formats acceptable to the Authority. In addition, if the Supplier has possession of Authority goods, it shall immediately provide the Authority with an accounting of same and protect and preserve those goods until surrendered to the Authority or its agent(s) or otherwise disposed of as directed by the Authority.	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** such notice (provided however that expense of a nature which cannot be immediately terminated shall be reimbursed at the minimum amount which may reasonably be arranged for such termination, if the Authority concurs); and (2) deliver to the Authority's Project Manager copies of all data, drawings, specifications, reports, estimates, summaries, and other information and materials prepared while performing this Contract, whether completed or in process, in both paper and electronic formats acceptable to the Authority, subject to license to use subject data provision contained herein. In addition, if the Supplier has possession of Authority goods, it shall immediately provide the Authority with an accounting of same and protect and preserve those goods until surrendered to the Authority or its agent(s) or otherwise disposed of as directed by the Authority. The Supplier shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.

14	Page - 7 Section - IV.Term of Contract and Termination	4. After the effective date of the Notice of Termination, the Authority will only pay for work/services already performed and goods already delivered and accepted in accordance with the terms of the Contract. At the discretion of the Authority, the Authority may make an equitable adjustment to the compensation due to the Supplier, but under no circumstances shall the Supplier be entitled to payment for any anticipatory profit, for work/services not yet performed, or for goods not accepted by the Authority.	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** 4. In the event of contract termination for material default by the Supplier ~~a~~fter the effective date of the Notice of Termination, the Authority will only pay for work/services already performed and goods already delivered and accepted in accordance with the terms of the Contract. At the discretion of the Authority, the Authority may make an equitable adjustment to the compensation due to the Supplier, but under no circumstances shall the Supplier be entitled to payment for any anticipatory profit, for work/services not yet performed, or for goods not accepted by the Authority. In the event of contract termination for convenience the Supplier shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.
15	Page - 8 Section - N/A	N/A	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** New Sub Section 5.The Authority and its representatives and agents agree to enter into a confidentiality agreement with the Supplier prior to commencing an audit, review or analysis in order to protect and maintain the confidentiality of the Supplier's information.
16	Page - 9 Section - VIII. Indemnification	VIII. Indemnification 1. To the fullest extent permitted by law, the Supplier shall indemnify and hold harmless the Authority and its Board of Directors, officers, and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Supplier and other persons or entities employed or utilized by Supplier in the performance of this Contract. The provisions of this Paragraph shall survive the termination of this Contract. The indemnification obligation hereunder shall not be limited in any way by amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefits acts, or other employee benefit acts. 2. In the event applicable law renders any provision of this Section unenforceable, then solely to the extent necessary to conform such provision to the requirements of law to remedy such unenforceable matter, such provision is deemed revised so as to be enforceable under law. 3. In addition to the Supplier's indemnification obligation, the Supplier shall be responsible for all liability for loss or damages, and it shall also be responsible for the payment of any fines imposed by any federal, state, or local agency as a result of the Supplier's actions or failure to act.	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** 1.To the fullest extent permitted by law, the Supplier shall indemnify and hold harmless the Authority and its Board of Directors, officers, and employees, from proven third party ~~liabilities~~, damages, losses, and costs, including but not limited to reasonable attorneys' fees for property damage or personal injury (including death), to the extent caused by the negligence, ~~recklessness~~, or intentionally wrongful conduct of the Supplier and other persons or entities employed or utilized by Supplier in the performance of this Contract. The provisions of this Paragraph shall survive the termination of this Contract. The indemnification obligation hereunder shall not be limited in any way by amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefits acts, or other employee benefit acts. 2.In the event applicable law renders any provision of this Section unenforceable, then solely to the extent necessary to conform such provision to the requirements of law to remedy such unenforceable matter, such provision is deemed revised so as to be enforceable under law. 3.In addition to the Supplier's indemnification obligation, the Supplier shall be responsible for all liability for proven third party loss or damages, and it shall also be responsible for the payment of any fines imposed by any federal, state, or local agency as a result of the Supplier's negligent actions or negligent failure to act in the performance of the Contract .
17	Page- 10 Section - IX. Disputes, Defaults and Remedies	1. Liquidated Damages. The Parties recognize that it is of utmost importance for the Supplier to complete the Contract within the time specified herein. The Supplier understands and agrees that its failure to complete the Contract within the required time will significantly impact the Authority, and that the impacts, costs, and other damages resulting from that failure are impossible to reasonably quantify in advance. The Supplier therefore agrees as follows: if the Supplier fails to perform the services within the time specified in this Contract, the Supplier shall pay Liquidated Damages to the Authority of one hundred dollars ($100.00) per calendar day of delay. If the Authority terminates this Contract, in whole or in part, under the Disputes, Defaults, and Remedies Section of this Contract, the Supplier shall be liable for Liquidated Damages accruing until the Authority reasonably obtains delivery or performance of similar supplies or services from a substitute vendor. These Liquidated Damages are in addition to, not in lieu of, the excess costs to the Authority of repurchase that the Supplier will also be liable for. The Supplier will not be charged with Liquidated Damages if there is a delay in delivery or performance beyond the control and without the fault or negligence of the Supplier, as defined in the Force Majeure clause in this Contract. The Authority may withhold all payments due under the Contract until the Supplier's liability for Liquidated Damages has been satisfied in full. The Authority's receipt of payment for Liquidated Damages does not preclude the Authority from pursuing any other rights or remedies available to it under the Contract, in accordance with Article 2 of the Uniform Commercial Code, or otherwise in accordance with Florida law.	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** 1.Liquidated Damages. The Parties recognize that it is of utmost importance for the Supplier to complete the Contract within the time specified herein. The Supplier understands and agrees that its failure to complete the Contract within the required time will significantly impact the Authority, and that the impacts, costs, and other damages resulting from that failure are impossible to reasonably quantify in advance. The Supplier therefore agrees as follows: if the Supplier fails to perform the services within the time specified in this Contract, the Supplier shall pay Liquidated Damages to the Authority of one hundred dollars ($100.00) per calendar day of delay. ~~If the Authority terminates this Contract, in whole or in part, under the Disputes, Defaults, and Remedies Section of this Contract, the Supplier shall be liable for Liquidated Damages accruing until the Authority reasonably obtains delivery or performance of similar supplies or services from a substitute vendor. These Liquidated Damages are in addition to, not in lieu of, the excess costs to the Authority of repurchase that the Supplier will also be liable for. The Supplier will not be charged with Liquidated Damages if there is a delay in delivery or performance beyond the control and without the fault or negligence of the Supplier, as defined in the Force Majeure clause in this Contract.~~ The Authority may withhold all payments due under the Contract until the Supplier's liability for Liquidated Damages has been satisfied in full. The Authority's receipt of payment for Liquidated Damages does not preclude the Authority from pursuing any other rights or remedies available to it under the Contract, in accordance with Article 2 of the Uniform Commercial Code, or otherwise in accordance with Florida law.

18	Page - 26 Section - SECTION IV INSURANCE REQUIREMENTS 1. Commercial General Liability Insurance	General Aggregate Limit (other than Products & Completed Operations) Applies Per Project $2,000,000	New Flyer's proposal is based upon removing the following language and insurance requirement. "General Aggregate Limit (other than Products & Completed Operations) Applies Per Project $2,000,000" **Rational:** This insurance requirements is not applicable to the manufacturing of transit buses but rather applicable to construction projects. As such, our insurance program does not contain this provision. Instead, New Flyer offers to provide proof of the aggregate being double the required limit to provide evidence of adequate aggregate in place and to cover the intent of the insurance requirements"
19	Page- 15 Section - XII. Equal Employment Opportunity and Nondiscrimination	2.The Supplier shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by the Authority to be pertinent to ascertain compliance with this Section.	New Flyer's proposal is based upon incorporating the following changes to the sample contract: ~~2.The Supplier shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by the Authority to be pertinent to ascertain compliance with this Section.~~
20	Page- 20 Section - XVIII. Public Records and Related Inquiries	1. The Supplier acknowledges that the Authority is subject to the Florida Public Records Law, the Government in the Sunshine Act, and possibly the Freedom of Information Act (FOIA), and that in compliance therewith, at the sole discretion of the Authority, the Authority may disseminate or make available to any person, without the consent of the Supplier, information regarding this Contract, including but not limited to information in the: responses; requirements; specifications; drawings; sketches; schematics; models; samples; tools; computer or other apparatus programs; or technical information or data, whether electronic, written, or oral, furnished by the Supplier to the Authority under this Contract, and that copies of work products and related materials prepared or received by the Supplier under this Contract are public records. 2. The Supplier shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Supplier in conjunction with this Contract. Specifically, if the Supplier is acting on behalf of the Authority, the Supplier shall:	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** XVIII.Public Records and Related Inquiries 1.The Supplier acknowledges that the Authority is subject to the Florida Public Records Law, the Government in the Sunshine Act, and possibly the Freedom of Information Act (FOIA), and that in compliance therewith, at the sole discretion of the Authority, the Authority may except to the extent that any such information or records may be exempt from disclosure under applicable law, disseminate or make available to any person, without the consent of the Supplier, information regarding this Contract, including but not limited to information in the: responses; requirements; specifications; drawings; sketches; schematics; models; samples; tools; computer or other apparatus programs; or technical information or data, whether electronic, written, or oral, furnished by the Supplier to the Authority under this Contract, and that copies of work products and related materials prepared or received by the Supplier under this Contract are public records. , except to the extent that any such information or records may be exempt from disclosure under applicable law . 2. Except to the extent that any such information or records may be exempt from disclosure under applicable law, t~~T~~he Supplier shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Supplier in conjunction with this Contract. Specifically, if the Supplier is acting on behalf of the Authority, the Supplier shall:
21	Page - 23 Section- XIX. Contract Administration	9.Advertising. Supplier will not use the name of the Authority or quote the opinion of any employees of the Authority or refer to the Authority directly or indirectly in any promotional literature or correspondence, news release, advertisement, or release to any professional or trade publications without receiving specific written approval for such use or release from the Authority. However, this Paragraph will in no way limit the Supplier's ability to satisfy any governmental required disclosure of its relationship with the Authority.	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** 9.Advertising. ~~Supplier~~ The parties will not use the name of the ~~Authority~~ other party or quote the opinion of any employees of the Authority other party or refer to the ~~Authority~~ other party directly or indirectly in any promotional literature or correspondence, news release, advertisement, or release to any professional or trade publications without receiving specific written approval for such use or release from the ~~Authority~~ other party. However, this Paragraph will in no way limit the ~~Supplier's~~ party's ability to satisfy any governmental required disclosure of its relationship with the ~~Authority~~. other party .
22	Page - 23 Section - XIX. Contract Administration	12. Force Majeure. Neither the Authority nor the Supplier shall be liable for any delay or failure in performance solely caused by acts beyond such Party's control, including, without limitation, acts of God, war, vandalism, strikes, labor disputes, sabotage, hurricanes, fires, floods, acts of governmental agencies, or unforeseen interruptions of utility services.	**New Flyer's proposal is based upon incorporating the following changes to the sample contract:** 12.Force Majeure. Neither the Authority nor the Supplier shall be liable for any delay or failure in performance solely caused by acts beyond such Party's control, including, without limitation, acts of God, war, vandalism, strikes, labor disputes, shortages, lock-outs, sabotage, hurricanes, fires, floods, epidemics, pandemics, acts of governmental agencies, or unforeseen interruptions of. If the Supplier is delayed at any time during the performance of the work due to an event beyond its control or any act or omission of the Authority, then the time for completion of the work and/or the delivery dates shall be extended by the Authority by a reasonable period of time after such event of delay has ended in order that the Supplier may complete the work or deliver the goods.

23	Page - N/A Section - New Acceptance	N/A	**New Flyer's proposal is based upon the following language added to the contract. Proposed language:** Within fifteen (15) calendar days after delivery of the goods to the Authority, the Authority shall conduct acceptance tests on the goods. The acceptance tests to be conducted by the Authority, and the criteria and standards in respect of such tests, shall be agreed upon by the Authority and the Supplier prior to the Supplier building the goods. If a good passes these tests or if the Authority does not notify the Supplier of non-acceptance within 15 calendar days after delivery of the good, acceptance of the good by the Authority shall be deemed to have occurred on the 15th day after delivery. Acceptance shall occur earlier if the Authority notifies the Supplier of early acceptance or places the goods into revenue service **Rational:** Provision adds process and timing for acceptance of buses.
24	Page- N/A Section- New Risk of Loss	N/A	**New Flyer's proposal is based upon the following language added to the contract** **Proposed language:** The Authority shall assume risk of loss of the goods on delivery. Prior to delivery, the Supplier shall have risk of loss of the goods. **Rational:** Provision clarifies risk of loss obligations.
25	Page - N/A Section - New Title	N/A	**New Flyer's proposal is based upon the following language added to the contract** **Proposed language:** Title to the goods shall pass to the Authority upon acceptance of the goods by the Authority. **Rational:** Provision clarifies when title transfers.
26	Page - N/A Section - New Price Adjustments Due to Regulatory Changes	N/A	**New Flyer's proposal is based upon the following language added to the contract** **Proposed language:** Notwithstanding anything else to the contrary contained herein, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the tender submission, such price adjustment shall be negotiated in good faith by the Authority and the successful bidder. **Rational:** Provision ensures both parties are protected in the event of regulatory changes.
27	Page - N/A Section - New Excess Costs	N/A	**New Flyer's proposal is based upon the following language added to the contract** **Proposed language:** The Supplier shall not be liable for any excess costs arising out of causes beyond the Contract and without the fault or negligence of the Supplier. Such causes must be clearly documented to the satisfaction of the Authority and may include, but are not restricted to, Acts of God or the public enemy, acts of the US or Canadian Government in their sovereign capacities, acts of the Authority in its contractual capacity, fires, floods, natural disasters, epidemics, pandemics (including but not limited to COVID-19), quarantine restrictions, labor shortages, strikes or lock-outs, shortages or loss of transportation, supplier or other third party surcharges due to supply chain disruption, inflation or other causes beyond the Supplier's control, fright embargos, unusually severe weather, but in every case the excess costs must be beyond the control and without the fault or negligence of the Supplier. **Rational:** Provision clarifies that New Flyer is not liable for costs arising beyond its control.
28	Page - N/A Section - New COVID-19 Pandemic Impact	N/A	New Flyer's proposal is based upon the following language added to the contract Proposed language: The Supplier shall not be liable for failure to perform any of its obligations under the Contract during any period in which the Supplier cannot perform due to the impact of the COVID-19 pandemic on its operations, provided that the Supplier promptly notifies the Authority in writing of such issues. The Supplier and Authority shall work together in a good faith and commercially reasonable manner in an attempt to modify the required obligations if necessary. Rational: Provision clarifies that New Flyer is not liable for failure to perform due to impact of COVID-19 on its operations and allows for equitable adjustment in contract obligations.

JACKSONVILLE TRANSPORTATION AUTHORITY (JTA)

REQUEST FOR PROPOSAL (RFP) REQUIRED RESPONSE FORM

CERTIFICATION OF REDACTED COPY

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL

Pursuant to Article 1, Section 24 of the Florida Constitution and under Chapter 119, Florida Statutes, if a Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to applicable State of Florida laws, the Respondent must provide JTA with a separate "REDACTED COPY" of its response. This redacted copy shall contain the JTA solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "REDACTED COPY" at the same time Respondent submits its response to the solicitation. **An entire proposal or the proposed cost in a proposal cannot be identified as "CONFIDENTIAL", "PROPRIETARY" or "TRADE SECRET".**

The Respondent must provide a brief description of the grounds for claiming exemption from public records law, including the specific statutory citation for such exemption that allows the withholding below.

Page No	Paragraph	Reason for Redaction
		Please refer to the table attached to form Certification Of Redacted Copy
		for the list of items that have been redacted.

Please use additional sheets if needed.

Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify JTA for any and all claims arising from or relating to Respondents redacted portions of its response that Respondent claims are confidential, proprietary, trade secret or otherwise not subjected to disclosure.

If the Respondent fails to submit a redacted copy with its response, JTA is authorized to produce the entirety of documents, data or records submitted by Respondent in answer to a public records request for these records. Furthermore, if, in JTA's sole discretion, Respondent submits a redacted copy that is not compliant with Florida law, JTA is hereby authorized to release an unredacted copy of the response and Respondent hereby releases, discharges, acquits, indemnifies and holds harmless JTA from any and all claims, demands, actions, suits and causes of action that Respondent or any other person or entity has or hereinafter can, shall or may have against JTA because of its release of the unredacted response.

I have read and understand my responsibilities regarding any redactions I have made in this proposal.

Signed:	 Digitally signed by Jennifer McNeill Date: 2024.05.16 13:11:30 -05'00'
On behalf of (company):	New Flyer of America Inc.
Date:	May 16 2024

CERTIFICATION OF REDACTED COPY

Page No	Paragraph	Reason for Redaction
	RFP # P-23-030 New Flyer of America Tab 2 Technical Proposal	
6	Cover letter	Personal employee Information
32-33	2.0a XD35 Exhibit B VQ	Proprietary and Confidential information
50-51	2.0b XD40 Exhibit B VQ	Proprietary and Confidential information
68-69	2.0c XDE35-Allison Exhibit B VQ	Proprietary and Confidential information
86-87	2.0d XDE40-Allison Exhibit B VQ	Proprietary and Confidential information
104-105	2.0e XDE35-BAE Exhibit B VQ	Proprietary and Confidential information
122-123	2.0f XDE40-BAE Exhibit B VQ	Proprietary and Confidential information
140-141	2.0g XN35 Exhibit B VQ	Proprietary and Confidential information
158-159	2.0h XN40 Exhibit B VQ	Proprietary and Confidential information
176-177	2.0i XN60 Exhibit B VQ	Proprietary and Confidential information
263-279	101a TR21-42 HVAC Test XN60 Cleveland SR2567	Proprietary and Confidential information
280-286	105a TR19-37 Transmission Cooling XN60 LACMTA SR2275	Proprietary and Confidential information
287-289	129a Paint Decal Install Drawing 981199	Proprietary and Confidential information
292-294	129a Paint Decal Install Drawing 981199	Proprietary and Confidential information
301-312	135a Switch BoxCCB-002578	Proprietary and Confidential information
317	184a 429489_J	Proprietary and Confidential information
318-320	251a 976872_A	Proprietary and Confidential information
321-323	251b 781691_C	Proprietary and Confidential information
324	258a 490957_B	Proprietary and Confidential information
325-326	259a 839551	Proprietary and Confidential information
327	259a XN60 Layout Drawing 839551	Proprietary and Confidential information
328-395	267a TR13-47, 60 ft Diesel Ride Vibration Optimization	Proprietary and Confidential information
396-420	267b TR13-46, 60 ft Diesel Ride Vibration Optimization	Proprietary and Confidential information
421-427	276a TR19-32 Engine Cooling XN60 LACMTA SR2275	Proprietary and Confidential information
428-443	283a CCB-002833 Gates Hose Implementation	Proprietary and Confidential information
444-453	287a CCB-002433 - CNG Fuel Managment Module	Proprietary and Confidential information
465 -480	404a Exterior Paint Appearance Standard	Proprietary and Confidential information
481-487	404b QA-STD-PNT-101 Interior Paint Standard Revision C	Proprietary and Confidential information
557-558	2.5b 40 foot buses drawing #734880 and #731921	Proprietary and Confidential information
559-563	2.5c 60 foot 1060297, 731725 and 732012	Proprietary and Confidential information
575-576	2.7b XD4035 – RLF + S391 screw compressor drawings #545815, and # 871589	Proprietary and Confidential information
577-632	2.7c XD40 Sample RLF HVAC service manual	Proprietary and Confidential information
633	2.7d XDE4035 – RLFE + internal scroll compressor -638797	Proprietary and Confidential information
634-671	2.7e XDE40 Sample RLFE + HVAC service manual	Proprietary and Confidential information
672-673	2.7f XN4035 – T15 + X430 compressor 543555 + 537910	Proprietary and Confidential information
674-629	2.7g XN4040 Sample Thermo King T15 HVAC service manual	Proprietary and Confidential information
730-732	2.7h XN60 – RLF1HP front T15E rear + S616 screw compressor 1074624 + 1074625 + 929976	Proprietary and Confidential information
733-780	2.7i XN60 Sample Thermo King T15E HVAC service manual	Proprietary and Confidential information
784-785	4 After Sale Service	Personal employee Information
791	4 After Sale Service	Personal customer information
803-809	NFI Parts Org Chart Nov 29, 2022.vsd	Personal employee Information
810	4e Organization Chart - Service	Personal employee Information
811	4f Organization Chart - Engineering	Personal employee Information
814	5 Warranty	Personal employee Information
816-817	5 Warranty	Personal employee Information

848 -879	6a New Flyer Quality Presentation	Proprietary and Confidential information
880-903	6b New Flyer Quality Management System Manual	Proprietary and Confidential information
907-931	7a State of Florida Multi-model Draft Training Plan	Proprietary and Confidential information
942-951	7g Training Instructor Bios	Personal employee Information
	RFP # P-23-030 - New Flyer of America DBE Requirements	
3	Subject: New Flyer of America DBE Goals	Proprietary and Confidential information , Personal employee Information
	RFP # P-23-030 - New Flyer of America -Tab 2.1 - Technical Proposal Supporting Documents Appendices	
5-21	1a Exterior Paint Appearance Standard	Proprietary and Confidential information
21-28	1b QA-STD-PNT-101 Interior Paint Standard Revision C	Proprietary and Confidential information
28-32	1c OPI-QAI-440 QAS Rev G In-Process Quality Inspection	Proprietary and Confidential information
32-41	1d OPI-QAI-445-QAS Rev I- Bus Turnover for QAS	Proprietary and Confidential information
41-47	1e OPI-QAI-510 - CAPA Revision C	Proprietary and Confidential information
47-57	1f QA-STD-FBG-200 Surface Finish Standards Revision C	Proprietary and Confidential information
57-83	1g QA-STD-FGP-301 Visual Acceptance for Windshields Windows and Door Glass REV B pdf	Proprietary and Confidential information
83-86	1h WI-QAI-405 Rev A Supplier Operational Assessment Fina	Proprietary and Confidential information
	RFP # P-23-030 -Tab 1 Required Forms and Certifications Redacted Copy	
17	PAST EXPERIENCE/PERFORMANCE REFERENCE INFORMATION FORM	Personal customer Information
18	PAST EXPERIENCE/PERFORMANCE REFERENCE INFORMATION FORM	Personal customer Information
19	PAST EXPERIENCE/PERFORMANCE REFERENCE INFORMATION FORM	Personal customer Information
39	Confirmation of Signing Authority	Personal employee Information

January 11, 2024

Subject: Confirmation of Signing Authority

To Whom It May Concern,

The following individuals have the authority to execute any and all Documents (defined below) on behalf New Flyer of America Inc., New Flyer Industries Canada ULC, Motor Coach Industries, Inc., Motor Coach Industries Canada Limited, and MCI Sales and Services, Inc. (collectively, the "Company"):

Name	Title
Paul Soubry	Chief Executive Officer
Chris Stoddart	President, North American Bus and Coach
Pipasu Soni	Chief Financial Officer, Executive Vice President, Finance and Treasurer
Colin Pewarchuk	Executive Vice President, General Counsel and Corporate Secretary
Jennifer McNeill	Vice President, Sales and Marketing

"Documents" include the following agreements, instruments and other documents:

1. Contracts, agreements or other instruments for the manufacture, supply, or sale of buses, aftermarket parts, components and/or related services,

2. Bids, quotations, proposals, tenders or submissions for the manufacture, supply or sale of buses, aftermarket parts, components and/or related services, and

3. Representations, certifications or affidavits delivered in connection with Documents.

All Documents executed by any one of the above individuals on behalf of the Company, whether or not under the corporate seal of the Company, shall be valid and binding on the Company.

Sincerely,

NEW FLYER OF AMERICA INC.
NEW FLYER INDUSTRIES CANADA ULC
MCI SALES AND SERVICES, INC.

MOTOR COACH INDUSTRIES, INC.
MOTOR COACH INDUSTRIES CANADA LIMITED

By: _____
Colin Pewarchuk
Executive Vice President,
General Counsel and Corporate Secretary

Exhibit 'F' – Pricing
(On the following pages)

PRICING FORM - BAFO
35 Foot Buses

Please check the type: ☐ CNG ☑ DIESEL ☐ HYBRID

Proposers must submit separate pricing forms for each type.

CONTRACT LINE-ITEM NUMBER (CLIN)	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1001	1	35 FT Buses	$615,900	$615,900
Total for base Bus			$615,900	$615,900
(SOW) SECTION NUMBER(S)	**QUANTITY**	**BASE BUS SYSTEMS THAT MUST BE PRICED FOR FIXED ASSETS ON ORIGINAL PURCHASE**	**UNIT PRICE**	**TOTAL PRICE**
TS 9	1	Engine	$70,949	$70,949
TS 10	1	Engine Cooling System	$11,680	$11,680
TS 10.3	1	Transmission	$13,797	$13,797
TS 11	1	Powertrain	$31,181	$31,181
TS 17.2.2	1	CNG Fuel Tanks	$ n/a	$ n/a
TS 51.1	1	HVAC System	$33,349	$33,349
TS 5.10	1	Fire Suppression System	$3,463	$3,463
TS 78.2	1	ADA Lift	$10,194	$10,194
TS 11	1	Powertrain (ID the Type)	Diesel	
	1	General Bus – Everything not broken out above	$441,287	$441,287
		Total (Should Match Bus Total Above)	$615,900	$615900
1002	1	Delivery of Buses	$1,782	$1,782

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PRICING FORM - BAFO
40 Foot Buses

Please check the type: ☐ CNG ☒ DIESEL ☐ HYBRID

Proposers must submit separate pricing forms for each type.

CONTRACT LINE-ITEM NUMBER (CLIN)	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1001	1	40 FT Buses	$620,900.00	$620,900
Total for Base Bus			$620,900.00	$620,900
(SOW) SECTION NUMBER(S)	**QUANTITY**	**BASE BUS SYSTEMS THAT MUST BE PRICED FOR FIXED ASSETS ON ORIGINAL PURCHASE**	**UNIT PRICE**	**TOTAL PRICE**
TS 9	1	Engine	$70,949	$70,949
TS 10	1	Engine Cooling System	$11,680	$11,680
TS 10.3	1	Transmission	$13,797	$13,797
TS 11	1	Powertrain	$31,181	$31,181
TS 17.2.2	1	CNG Fuel Tanks	$n/a	$n/a
TS 51.1	1	HVAC System	$33,349	$33,349
TS 5.10	1	Fire Suppression System	$3,463	$3,463
TS 78.2	1	ADA Lift	$10,194	$10,194
TS 11	1	Powertrain (ID the Type)	Hybrid	
	1	General Bus – Everything not broken out above	$446,287	$446,287
		Total (Should Match Bus Total Above)	$620,900.00	$620,900
1002	1	Delivery of Buses	$1,782.00	$1,782

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PRICING FORM - BAFO
35 Foot Buses

Please check the type: ☐ CNG ☐ DIESEL ☑ HYBRID (Allison)

Proposers must submit separate pricing forms for each type.

CONTRACT LINE-ITEM NUMBER (CLIN)	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1001	1	35 FT Buses	$888,542	$888,548
Total for Base Bus			$888,548	$888,548
(SOW) SECTION NUMBER(S)	**QUANTITY**	**BASE BUS SYSTEMS THAT MUST BE PRICED FOR FIXED ASSETS ON ORIGINAL PURCHASE**	**UNIT PRICE**	**TOTAL PRICE**
TS 9	1	Engine	$53,647	$53,647
TS 10	1	Engine Cooling System	$14,056	$14,056
TS 10.3	1	Transmission	n/a	n/a
TS 11	1	Powertrain	$199,243	$199,243.20
TS 17.2.2	1	CNG Fuel Tanks	$ n/a	$ n/a
TS 51.1	1	HVAC System	$31,810	$31,810
TS 5.10	1	Fire Suppression System (not included in base bus)	$n/a	$n/a
TS 78.2	1	ADA Lift	$10,193	$10,193
TS 11	1	Powertrain (ID the Type)	Hybrid	
	1	General Bus – Everything not broken out above	$579,593	$579,598.8
		Total (Should Match Bus Total Above)	$888,542	$888,548
1002	1	Delivery of Buses	$1,782.00	$1,782

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PRICING FORM - BAFO
40 Foot Buses

Please check the type: ☐ CNG ☐ DIESEL ☑ HYBRID (Allison)

Proposers must submit separate pricing forms for each type.

CONTRACT LINE-ITEM NUMBER (CLIN)	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1001	1	40 FT Buses	$893,542	$888,548
Total for Base Bus			$893,542	$888,548
(SOW) SECTION NUMBER(S)	**QUANTITY**	**BASE BUS SYSTEMS THAT MUST BE PRICED FOR FIXED ASSETS ON ORIGINAL PURCHASE**	**UNIT PRICE**	**TOTAL PRICE**
TS 9	1	Engine	$53,647	$53,647
TS 10	1	Engine Cooling System	$14,056	$14,056
TS 10.3	1	Transmission	n/a	n/a
TS 11	1	Powertrain	$199,243	$199,243.20
TS 17.2.2	1	CNG Fuel Tanks	$ n/a	$ n/a
TS 51.1	1	HVAC System	$31,810	$31,810
TS 5.10	1	Fire Suppression System (not included in base bus)	$n/a	$n/a
TS 78.2	1	ADA Lift	$10,193	$10,193
TS 11	1	Powertrain (ID the Type)	Hybrid	
	1	General Bus – Everything not broken out above	$584,593	$579,598.8
		Total (Should Match Bus Total Above)	$893,542	$888,548
1002	1	Delivery of Buses	$1,782	$1,782

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PRICING FORM - BAFO
35 Foot Buses

Please check the type: ☑ CNG ☐ DIESEL ☐ HYBRID

Proposers must submit separate pricing forms for each type.

CONTRACT LINE-ITEM NUMBER (CLIN)	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1001	1	35 FT Buses	$691,900	**$691,900**
Total for Base Bus			$691,900	**$691,900**
(SOW) SECTION NUMBER(S)	**QUANTITY**	**BASE BUS SYSTEMS THAT MUST BE PRICED FOR FIXED ASSETS ON ORIGINAL PURCHASE**	**UNIT PRICE**	**TOTAL PRICE**
TS 9	1	Engine	$76,533	$76,533
TS 10	1	Engine Cooling System	$11,710	$11,710
TS 10.3	1	Transmission	$13,797	$13,797
TS 11	1	Powertrain	$32,247	$32,247
TS 17.2.2	1	CNG Fuel Tanks	$ 62,988	$ 62,988
TS 51.1	1	HVAC System	$30,928	$30,928
TS 5.10	1	Fire Suppression System	$6,192	$6,192
TS 78.2	1	ADA ~~Lift~~ Ramp	$10,193	$10,193
TS 11	1	Powertrain (ID the Type)	CNG	
	1	General Bus – Everything not broken out above	$447,312	$447,312
		Total (Should Match Bus Total Above)	$691,900	$691,900
1002	1	Delivery of Buses	$1,782	$1,782

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PRICING FORM - BAFO
40 Foot Buses

Please check the type: ☑ CNG ☐ DIESEL ☐ HYBRID

Proposers must submit separate pricing forms for each type.

CONTRACT LINE-ITEM NUMBER (CLIN)	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1001	1	40 FT Buses	$696,900	$696,900
Total for Base Bus			$696,900	$696,900
(SOW) SECTION NUMBER(S)	**QUANTITY**	**BASE BUS SYSTEMS THAT MUST BE PRICED FOR FIXED ASSETS ON ORIGINAL PURCHASE**	**UNIT PRICE**	**TOTAL PRICE**
TS 9	1	Engine	$76,533	$76,533
TS 10	1	Engine Cooling System	$11,710	$11,710
TS 10.3	1	Transmission	$13,797	$13,797
TS 11	1	Powertrain	$32,247	$32,247
TS 17.2.2	1	CNG Fuel Tanks	$62,988	$62,988
TS 51.1	1	HVAC System	$30,928	$30,928
TS 5.10	1	Fire Suppression System	$6,192	$6,192
TS 78.2	1	ADA Lift	$10,193	$10,193
TS 11	1	Powertrain (ID the Type)	CNG	
	1	General Bus – Everything not broken out above	$452,312	$452,312
		Total (Should Match Bus Total Above)	$696,900	$696,900
1002	1	Delivery of Buses	$1,782	$1,782

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PRICING FORM - BAFO
60 Foot Buses

Please check the type: ☑ CNG ☐ DIESEL ☐ HYBRID

Proposers must submit separate pricing forms for each type.

CONTRACT LINE-ITEM NUMBER (CLIN)	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1001	1	60 FT Buses	$1,146,900	$1,146,900
Total for Base Bus			$1,146,900	$1,146,900
(SOW) SECTION NUMBER(S)	**QUANTITY**	**BASE BUS SYSTEMS THAT MUST BE PRICED FOR FIXED ASSETS ON ORIGINAL PURCHASE**	**UNIT PRICE**	**TOTAL PRICE**
TS 9	1	Engine	$84,823	$84,823
TS 10	1	Engine Cooling System	$15,443	$15,443
TS 10.3	1	Transmission	$17,251	$17,251
TS 11	1	Powertrain	$32,087	$32,087
TS 17.2.2	1	CNG Fuel Tanks	$80,739	$80,739
TS 51.1	1	HVAC System	$59,505	$59,505
TS 5.10	1	Fire Suppression System	$6,192	$6,192
TS 78.2	1	ADA Lift	$5,949	$5,949
TS 11	1	Powertrain (ID the Type)	CNG	
	1	General Bus – Everything not broken out above	$844,911	844,911
		Total (Should Match Bus Total Above)	$1,146,900	$1,146,900
1002	1	Delivery of Buses	$1,782.00*	$1,782.00*

***Please note, the indicated delivery charge in form Exhibit "C" Pricing Proposal Form, Line 1002, is for delivery of the buses to Jacksonville, Florida. Delivery to any other agency will be re-quoted and adjusted at the time of issue of the proposal.**

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OPTION PRICING - NEW FLYER

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
ADVERTISING FRAMES	Advertising Frame - Interior22" X 21",RH Load, Open Back, Clear Aluminum Finish	$171.98	$171.98	$171.98	$171.98	$171.98	$171.98	$171.98
ADVERTISING FRAMES	(1) Information Board (#15-55401-000)	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order
AIR SYSTEM	Electric Driven 12.5 CFM--BAE Hybrid Package	Option not offered (Hybrid only)	Option not offered (Hybrid only)	In Base Bus	In Base Bus	Option not offered (Hybrid only)	Option not offered (Hybrid only)	Option not offered (Hybrid only)
AIR SYSTEM	Bendix ADIP , Heated, Air Dryer	-$228.08	-$228.08	-$228.08	-$228.08	-$228.08	-$228.08	-$228.08
AIR SYSTEM	Bendix Puraguard Air / Oil Separator	$211.46	$211.46	$211.46	$211.46	$211.46	$211.46	$211.46
AIR SYSTEM	Chicago Rawhide Dual Turbo 2000 Air Dryer	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)
AIR SYSTEM	Graham White Sludge Braker QBA15 Air Dryer	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
AIR SYSTEM	Graham White Sludge Braker QBA60 Air Dryer	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)
AIR SYSTEM	Haldex Consep Moisture Ejector, Heated, at Air Dryer	$107.83	$107.83	$107.83	$107.83	$107.83	$107.83	$107.83
AIR SYSTEM	SKF, HCT 2000 Duraguard, 24V Heated, Filtration Plus Air Dryer	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)
AIR SYSTEM	SKF, HCT_2000 Duraguard Air Dryer	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)
AIR SYSTEM	Wabco SS 1800, Heated, Air Dryer	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)
AIR SYSTEM	Shop Air Connection (Milton 770)	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
AIR SYSTEM	Shop Air Connection (Milton 727)	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
ALTERNATOR	Neihoff C703 (330 AMP)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)
ALTERNATOR	Neihoff C803 Alternator with Remote Regulator	$851.27	$851.27	Option not offered for hybrids	Option not offered for hybrids	$781.78	$781.78	$427.64
ALTERNATOR	Neihoff 803D (525 AMP) with Remote Regulator	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)
ALTERNATOR	BAE APS2 Beltless Alternator DC-DC Converter with High Voltage Sub-Systems	Option not offered (hybrid specific)	Option not offered (hybrid specific)	Not available (obscolete; new system MAPS is part of base BAE)	Not available (obscolete; new system MAPS is part of base BAE)	Option not offered (hybrid specific)	Option not offered (hybrid specific)	Option not offered (hybrid specific)
ALTERNATOR	Vanner 300 AMP DC-DC Converter	$1,028.29	$1,028.29	$1,028.29	$1,028.29	$1,028.29	$1,028.29	$11,028.29
AUTOMATIC PASSENGER COUNTER	UTA Automatic Passenger Counter System with GPS, WLAN Capabilities	Included in base	Included in base	Included in base	Included in base	Included in base	Included in base	-$5,520.35
AUTOMATIC PASSENGER COUNTER	UTA Automatic Passenger Counter System with GPS, WLAN Capabilities (without APC software & Wi-Fi data transfer *Based on Qty of 1	$1,512.20	$1,512.20	$1,512.20	$1,512.20	$1,512.20	$1,512.20	Quote
AUTOMATIC PASSENGER COUNTER	Clever Devices CleverCount System	$26,239.13 (add-on to Clever ITS System)	$26,239.13 (add-on to Clever ITS System)	$26,239.13 (add-on to Clever ITS System)	$26,239.13 (add-on to Clever ITS System)	$26,239.13 (add-on to Clever ITS System)	$26,239.13 (add-on to Clever ITS System)	Included in base
AXLES & SEALS	Hub Piloted Wheels and Axles w/ Grease Seals	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)
AXLES & SEALS	Hub Piloted Wheels, Axles with Oil Seals	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)
AXLES & SEALS	Stud Piloted Wheels and Axles w/ Grease Seals	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
AXLES & SEALS	Rear Axle Oil Drain Plug--Magnetic Internal Hex Head Plug	Option not offered (only option is magnetic external hex head plugs, included in the Base)	Option not offered (only option is magnetic external hex head plugs, included in the Base)	Option not offered (only option is magnetic external hex head plugs, included in the Base)	Option not offered (only option is magnetic external hex head plugs, included in the Base)	Option not offered (only option is magnetic external hex head plugs, included in the Base)	Option not offered (only option is magnetic external hex head plugs, included in the Base)	Option not offered (only option is magnetic external hex head plugs, included in the Base)

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
BATTERIES	Group 31 Batteries	$410.74	$410.74	$410.74	$410.74	$410.74	$410.74	Not required per spec for the 60-foot articulated bus as it is different
BATTERIES	Ultra Capacitors –Vanner Start Sentry	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
BATTERIES	Ultra Capacitors--HBI KA Power	$4,263.73	$4,263.73	Option not offered	Option not offered	$4,263.73	$4,263.73	$4,263.73
BATTERIES	Anderson 350 Jump Start Connector (Each)	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
BATTERIES	Anderson 350 Jump Start	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
BATTERIES	24 Volt to 13.6 Volt DC-DC Converter	$1,028.29	$1,028.29	$1,028.29	$1,028.29	$1,028.29	$1,028.29	$1,028.29
BATTERIES	Marine Cabling for Charging System	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
BATTERIES	Vanner 80-series Smart Battery Equalizer w/CAN	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
BATTERIES	Voltage spike arrestor, S.K.I. Products SKI241-101445, or approved equal	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
BIKE RACKS	Sportworks APEX 2, 2-Position, Stainless Steel	$2,491.09	$2,491.09	$2,491.09	$2,491.09	$2,491.09	$2,491.09	$384.32
BIKE RACKS	Sportworks APEX 2, 2-Position, Powder Coated	$2,095.33	$2,095.33	$2,095.33	$2,095.33	$2,095.33	$2,095.33	$431.00
BIKE RACKS	Sportworks DL2, 2-Position, Powder Coated	$1,593.82	$1,593.82	$1,593.82	$1,593.82	$1,593.82	$1,593.82	-$50.86
BIKE RACKS	Sportworks APEX3, 3-Position, Stainless Steel	$2,519.39	$2,519.39	$2,519.39	$2,519.39	$2,519.39	$2,519.39	$855.64
BIKE RACKS	Sportworks APEX 3, 3-Position, Powder Coated	$2,684.81	$2,684.81	$2,684.81	$2,684.81	$2,684.81	$2,684.81	$1,021.06
BIKE RACKS	Sportworks Trilogy (DL3), 3-Position, Stainless Steel	$3,290.04	$3,290.04	$3,290.04	$3,290.04	$3,290.04	$3,290.04	$1,610.53
BIKE RACKS	Sportworks Trilogy (DL3), 3-Position, Powder Coated	$2,528.58	$2,528.58	$2,528.58	$2,528.58	$2,528.58	$2,528.58	$2,528.58
BIKE RACKS	Sportworks Pivot Plate Only *Apex 3 model pricing provided	$624.92	$624.92	$624.92	$624.92	$624.92	$624.92	-$755.51
BIKE RACKS	Sportworks Mounting Brackets Only *Apex 3 model pricing provided	$196.93	$196.93	$196.93	$196.93	$196.93	$196.93	-$1,066.78
BIKE RACKS	Byk-Rak, 2-Position, Stainless Steel *Bumper bracket kit not included	$1,663.75	$1,663.75	$1,663.75	$1,663.75	$1,663.75	$1,663.75	In Base Bus
BIKE RACKS	Sportworks DL2,2-Position, Stainless Steel	$2,087.45	$2,087.45	$2,087.45	$2,087.45	$2,087.45	$2,087.45	$423.70
BIKE RACKS	Byk-Rak, 3-Position, Stainless Steel *Bumper bracket kit not included	$2,030.88	$2,030.88	$2,030.88	$2,030.88	$2,030.88	$2,030.88	$367.13
BIKE RACKS	Byk-Rak, 3-Position, Powder Coated *Bumper bracket kit not included	$1,757.25	$1,757.25	$1,757.25	$1,757.25	$1,757.25	$1,757.25	$93.50
BIKE RACKS	Byk-Rak Pivot Plate Only	$477.13	$477.13	$477.13	$477.13	$477.13	$477.13	-$863.00
BIKE RACKS	Byk-Rak-Mounting Brackets Only	$269.50	$269.50	$269.50	$269.50	$269.50	$269.50	-$1,014.00
BRAKES	Automatic Traction Control-(ATC)	$86.83	$86.83	$86.83	$86.83	$86.83	$86.83	In Base Bus
BRAKES	MGM E-Stroke Brake Wear Monitoring System	$4,245.81	$4,245.81	$4,245.81	$4,245.81	$4,245.81	$4,245.81	$6,569.58
BRAKES	Four Wheel Disc Brakes with ABS	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
CNG	201X Cummins ISL-G 280 HP, with (4) 85" & (4) 120" Type III Fuel Tanks	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (inherent to bus design, only 120" is offered)	Option not offered (inherent to bus design, only 120" is offered)	Option not offered (inherent to bus design, only 120" is offered)
CNG	201X Cummins ISL-G 280 HP, with (8) 85" III Fuel Tanks	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (inherent to bus design, only 120" is offered)	Option not offered (inherent to bus design, only 120" is offered)	Option not offered (inherent to bus design, only 120" is offered)
CNG	201X Cummins ISL-G 280 HP, with (4) 120" III Fuel Tanks	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (minimum tank qty=5)	Option not offered (minimum tank qty=6, with option for 7 tanks)	Option not offered (minimum tank qty=8)
CNG	Add Second Fast Fill to Low Mount Position	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Included in base (One Parker standard fill and one fast fill included in base)	Included in base (One Parker standard fill and one fast fill included in base)	Included in base (One Parker standard fill and one fast fill included in base)

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
CNG	Smart Gauge fuel System Monitoring Gauge (includes tank upgrade to electric solenoids)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Included in base	Included in base	Included in base
CNG	Manual Fuel Tank Shut-Off Valves	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Included in base	Included in base	Included in base
CNG	Electric Solenoid Fuel Tank Shut-Off Valves	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Included in base	Included in base	Included in base
COMMUNICATIONS SYSTEM	Motorola APX 4500	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COMMUNICATIONS SYSTEM	Motorola APX 6500	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COMMUNICATIONS SYSTEM	Harris XG-25M	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COMMUNICATIONS SYSTEM	Antenna Specialist ASP 572 Antenna	$89.38	$89.38	$89.38	$89.38	$89.38	$89.38	$89.38
COMMUNICATIONS SYSTEM	Antenna Specialist ASP 931 Antenna	$75.63	$75.63	$75.63	$75.63	$75.63	$75.63	$75.63
COMMUNICATIONS SYSTEM	Antenna Specialist ASP 930T Antenna with RG58 coax cable and TNC connector	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COMMUNICATIONS SYSTEM	GPS Antenna (Trimble 502 Model 18334)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COOLING SYSTEM	Modine Electric Cooling System without E-Coat	$198.80	$198.80	$3,660.60	$3,660.60	$178.70	$178.70	-$1,540.88
COOLING SYSTEM	Modine Hydraulic Cooling Fan System	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COOLING SYSTEM	Masabi Radiator	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COOLING SYSTEM	Modine Side by Side Plate Fin Radiator	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COOLING SYSTEM	Auxiliary Coolant Heater	$2,933.47	$2,933.47	$2,933.47	$2,933.47	$5,880.39	$5,880.39	$5,929.88
COOLING SYSTEM	Breeze Constant Tension Clamps	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COOLING SYSTEM	Oetiker Constant Torque Clamps	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COOLING SYSTEM	E - Coat Radiator, Charge Air Cooler, & Hydraulic Cooler	$825.00	$825.00	$1,237.50	$1,237.50	$825.00	$825.00	$1,237.50
COOLING SYSTEM	Radiator Tank Guard	$135.98	$135.98	$135.98	$135.98	$135.98	$135.98	$135.98
COOLING SYSTEM	Radiator Tank Guard with Splash Shield	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
DESTINATION SIGNS	Hanover 100% Amber LED Sign (17 x 160)--Front ,Side, Rear	-$216.00	-$216.00	-$216.00	-$216.00	-$216.00	-$216.00	-$603.00
DESTINATION SIGNS	Hanover 100% Full Color LED Sign (17 x 160)--Front ,Side, Rear	$3,360.50	$3,360.50	$3,360.50	$3,360.50	$3,360.50	$3,360.50	$1,907.13
DESTINATION SIGNS	Hanover--Add Front Run Sign--White LED	$914.38	$914.38	$914.38	$914.38	$914.38	$914.38	$914.38
DESTINATION SIGNS	Hanover--Add Front Run Sign--Amber LED	$914.38	$914.38	$914.38	$914.38	$914.38	$914.38	$914.38
DESTINATION SIGNS	Hanover--Add Front Run Sign--Color LED	$1,148.13	$1,148.13	$1,148.13	$1,148.13	$1,148.13	$1,148.13	$1,148.13
DESTINATION SIGNS	Hanover-- Rear Sign	$338.25	$338.25	$338.25	$338.25	$338.25	$338.25	$338.25
DESTINATION SIGNS	Hanover Program Software *Includes Software $5,000 license fee for WDM	$11,048.13	$11,048.13	$11,048.13	$11,048.13	$11,048.13	$11,048.13	$11,048.13
DESTINATION SIGNS	TwinVision Smart Series 3 100% Silver LED Sign (16 X 160)-- Front, Side, and Rear	$539.00	$539.00	$539.00	$539.00	$539.00	$539.00	Not required per spec for the 60-foot articulated bus as it is different
DESTINATION SIGNS	TwinVision Smart Series 3 100% Amber LED Sign (16 x 160)--Front, Side, and Rear	-$55.00	-$55.00	-$55.00	-$55.00	-$55.00	-$55.00	-$142.00
DESTINATION SIGNS	Luminator Titan Silver Series LED Sign (24 X 200)--Front, Side, and Rear	$1,164.63	$1,164.63	$1,164.63	$1,164.63	$1,164.63	$1,164.63	$1,155.00
DESTINATION SIGNS	Luminator Titan Amber Series Sign (24 x 200)--Front, Side, and Rear	$592.63	$592.63	$592.63	$592.63	$592.63	$592.63	$583.00
DESTINATION SIGNS	Luminator GEN 4 Horizon 100% Silver LED Sign (16 x 160)--Front, Side , and Rear	$614.63	$614.63	$614.63	$614.63	$614.63	$614.63	$614.63
DESTINATION SIGNS	Luminator GEN 4 Horizon 100% Amber LED Sign (16x 160)--Front, Side , and Rear	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DESTINATION SIGNS	Luminator Spectrum 100% Full Color LED GEN IV Front Sign (16 x 112)	$2,645.50	$2,645.50	$2,645.50	$2,645.50	$2,645.50	$2,645.50	$2,645.50
DESTINATION SIGNS	Luminator/Twinvision--Add Front Run Sign--Amber LED	$962.50	$962.50	$962.50	$962.50	$962.50	$962.50	$962.50
DESTINATION SIGNS	Luminator/Twinvision--Add Front Run Sign--Silver LED	$962.50	$962.50	$962.50	$962.50	$962.50	$962.50	$962.50

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
DESTINATION SIGNS	Luminator/Twinvision--Add Front Run Sign--Color LED	$2,200.00	$2,200.00	$2,200.00	$2,200.00	$2,200.00	$2,200.00	$2,200.00
DESTINATION SIGNS	Luminator RearView Camera Integraded into Rear LED Sign	$616.00	$616.00	$616.00	$616.00	$616.00	$616.00	$616.00
DESTINATION SIGNS	Luminator Rearview Camera without Rear LED Sign	$616.00	$616.00	$616.00	$616.00	$616.00	$616.00	$616.00
DESTINATION SIGNS	Luminator-- Rear Sign	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DESTINATION SIGN SOFTWARE	Luminator Program Software *Software available from Support.na@luminator.com	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
DESTINATION SIGN SOFTWARE	TwinVision Program Software *Software available from Support.na@luminator.com	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
DESTINATION SIGN SOFTWARE	Luminator Destination Sign Wireless Programming	Included in Luminator Program Software	Included in Luminator Program Software	Included in Luminator Program Software	Included in Luminator Program Software	Included in Luminator Program Software	Included in Luminator Program Software	Included in Luminator Program Software
DOOR SYSTEM--REAR	Add Touch Tape at Rear Doors	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DOOR SYSTEM	Add Exterior Air Release (Front Door Control Valve)	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DOOR SYSTEM	Add Vapor Class 5 Position Analog Controller	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DOOR SYSTEM	Add Push Button Door Controls	$298.16	$298.16	$298.16	$298.16	$298.16	$298.16	$298.16
DOOR SYSTEM	Add--Vapor Activair Differential Engine for Slide-Glide Doors	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DOOR SYSTEM	Add--Vapor CLASS Acoustic (Photo Sensor)	$3,478.49	$3,478.49	$3,478.49	$3,478.49	$3,478.49	$3,478.49	$6,986.16
DOOR SYSTEM	Add--Vapor Digital Door Control - DDC	$524.47	$524.47	$524.47	$524.47	$524.47	$524.47	$524.47
DOOR SYSTEM	Add--Vapor Electric Transit Operator - ETO	$5,332.25	$5,332.25	$5,332.25	$5,332.25	$5,332.25	$5,332.25	$8,092.90
DOOR SYSTEM	Add--Vapor Light Touch Bars	$843.80	$843.80	$843.80	$843.80	$843.80	$843.80	$1,687.60
DOOR SYSTEM	Add--Vapor Optical Pressure Switch - OPS	$251.08	$251.08	$251.08	$251.08	$251.08	$251.08	$502.16
DRIVER BARRIER	Drivers Barrier Storage Box	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DRIVER BARRIER	Driver's Security Enclosure *Based on Qty of 1	$14,074.95	$14,074.95	$14,074.95	$14,074.95	$14,074.95	$14,074.95	$14,074.95
DRIVER BARRIER	Flat Melamine, Two Piece	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
DRIVER BARRIER	Plexiglass Drivers Security Enclosure Door	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
DRIVER BARRIER	Wrap Around Fiberglass Drivers Barrier	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
DRIVER BARRIER	Wraparound fiberglass, without schedule holders, with drivers barrier grap handle	$72.55	$72.55	$72.55	$72.55	$72.55	$72.55	$72.55
DRIVER CONTROLS	Kongsberg Adjustable Throttle and Brake Pedal	$1,402.73	$1,402.73	$1,402.73	$1,402.73	$1,402.73	$1,402.73	$1,402.73
DRIVER CONTROLS	Teleflex Adjustable Throttle and Brake Pedal	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
DRIVER CONTROLS	12 V Cigarette Light Adaptor for PC auxiliary power- Drivers area	$110.01	$110.01	$110.01	$110.01	$110.01	$110.01	$110.01
DRIVER HEATERS	Dash Fan	$224.28	$224.28	$224.28	$224.28	$224.28	$224.28	$224.28
DRIVERS SEAT	Recaro Ergo Metro, with Fabric, with 3-Point Belts (Lap & Shoulder)	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	$328.22
DRIVERS SEAT	Add Vinyl Upholstery to Recaro Ergo Metro	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
DRIVERS SEAT	Add Orange Shoulder Belt to Recaro Ergo Metro	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DRIVERS SEAT	Add Adjustable D-Ring to Recaro Ergo Metro	$291.75	$291.75	$291.75	$291.75	$291.75	$291.75	$291.75
DRIVERS SEAT	Add Headrest to Recaro Ergo Metro	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	No charge
DRIVERS SEAT	Add Drivers Seat Vacancy Alarm to Recaro Ergo Metro	$160.46	$160.46	$160.46	$160.46	$160.46	$160.46	$160.46
DRIVERS SEAT	Add Seat Belt Alarm to Recaro Ergo Metro	$58.35	$58.35	$58.35	$58.35	$58.35	$58.35	$58.35
DRIVERS SEAT	USSC 9100 ALX, with Fabric, with 2-Point Belt (Lap)	-$66.48	-$66.48	-$66.48	-$66.48	-$66.48	-$66.48	$163.88
DRIVERS SEAT	USSC 9100 ALX, with Fabric, with 3-Point Belt (Lap & Shoulder)	$75.16	$75.16	$75.16	$75.16	$75.16	$75.16	$330.44
DRIVERS SEAT	USSC G2 Evolution, with Fabric, with 2-Point Belt (Lap)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
DRIVERS SEAT	USSC G2 Evolution, with Fabric, with 3-Point Belt (Lap & Shoulder)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
DRIVERS SEAT	USSC G2A Evolution, with Fabric, with 2-Point Belt (Lap)	$803.89	$803.89	$803.89	$803.89	$803.89	$803.89	$1,059.17
DRIVERS SEAT	USSC Q Series, with Fabric, with 2-Point Belt (Lap)	$460.35	$460.35	$460.35	$460.35	$460.35	$460.35	$715.63
DRIVERS SEAT	USSC Q Series, with Fabric, with 3-Point Belt (Lap & Shoulder)	$656.66	$656.66	$656.66	$656.66	$656.66	$656.66	$911.94
DRIVERS SEAT	Add Vinyl Upholstery to USSC Seat	Base Seat is Vinyl (included when USSC driver seat is selected)	Base Seat is Vinyl (included when USSC driver seat is selected)	Base Seat is Vinyl (included when USSC driver seat is selected)	Base Seat is Vinyl (included when USSC driver seat is selected)	Base Seat is Vinyl (included when USSC driver seat is selected)	Base Seat is Vinyl (included when USSC driver seat is selected)	Base Seat is Vinyl (included when USSC driver seat is selected)
DRIVERS SEAT	Add Orange Shoulder Belt to USSC Seat	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)
DRIVERS SEAT	Add Adjustable D-Ring to USSC Seat	$108.28	$108.28	$108.28	$108.28	$108.28	$108.28	$108.28
DRIVERS SEAT	Add Headrest to USSC Seat	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)
DRIVERS SEAT	Add Drivers Seat Vacancy Alarm to USSC Seat	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)
DRIVERS SEAT	Add Seat Belt Alarm to USSC Seat	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)
ELECTRICAL EQUIPMENT CABINET	33"H x 20"D x 22.5"W, 2-Doors	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
ELECTRICAL EQUIPMENT CABINET	33"H x 20"D x 22.5"W, 1-Door	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
ELECTRICAL EQUIPMENT CABINET	33"H x 20"D x 22.5"W, 1-Door, Louvered Back Panel	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
ELECTRICAL EQUIPMENT CABINET	8.25"H x 20"W x 13"D, 1-Door, Curbside Wheel housing Storage Box	$202.94	$202.94	$202.94	$202.94	$202.94	$202.94	In Base Bus
ELECTRICAL EQUIPMENT CABINET	Add 5/16" Square Key Lock--Each	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
ELECTRICAL EQUIPMENT CABINET	Add Exhaust Ventilation Fan--Each	$129.06	$129.06	$129.06	$129.06	$129.06	$129.06	$129.06
ELECTRICAL EQUIPMENT CABINET	Add Standard Key Lock--Each	$20.04	$20.04	$20.04	$20.04	$20.04	$20.04	$20.04
ENGINE OIL SYSTEM	Spinner II Bypass Filter System	$1,497.72	$1,497.72	$1,497.72	$1,497.72	$1,497.72	$1,497.72	$1,497.72
ENGINE OIL SYSTEM	KP Series Pushbutton Sampling Valve - engine oil	$30.34	$30.34	$30.34	$30.34	$30.34	$30.34	$30.34
ENGINE OIL SYSTEM	Sample Test Port--Titan Probalizer OD-1014	$102.41	$102.41	$102.41	$102.41	$102.41	$102.41	$102.41
ENGINE OIL SYSTEM	Femco Auto Drain	$86.28	$86.28	$86.28	$86.28	$86.28	$86.28	$86.28
EXTERIOR LIGHTS	7" Diameter LED Tail Lights--Turn, Tail, Stop, Reverse	$98.25	$98.25	$98.25	$98.25	$98.25	$98.25	In Base Bus
EXTERIOR LIGHTS	Add 4" Diameter LED Brake Light--Each	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR LIGHTS	Add 7" Diameter LED Brake Light--Each	$77.58	$77.58	$77.58	$77.58	$77.58	$77.58	$77.58
EXTERIOR LIGHTS	Add 18" Red LED Strip Brake Light--Each	$63.67	$63.67	$63.67	$63.67	$63.67	$63.67	$63.67
EXTERIOR LIGHTS	Add 18" Amber LED Strip Brake Light--Each	$68.37	$68.37	$68.37	$68.37	$68.37	$68.37	$68.37
EXTERIOR LIGHTS	Add Red LED "STOP" Sign	$454.23	$454.23	$454.23	$454.23	$454.23	$454.23	$454.23
EXTERIOR LIGHTS	Add Amber Triangle Style LED "Yield" Sign	$833.50	$833.50	$833.50	$833.50	$833.50	$833.50	$833.50
EXTERIOR LIGHTS	2 LED Headlights (Low Beam Only)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR LIGHTS	2 LED Headlights (High Beam Only)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR LIGHTS	Dual Halogen Headlights (Low & High Beam Only)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR LIGHTS	Fog Lights	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR MIRRORS	B&R 8"x8", 1-Piece, Remote Control Both Sides, Stainless Steel Arms	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR MIRRORS	B&R 8"x10", 2-Piece, Heated, Remote Control (Both Sides)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR MIRRORS	B&R 8"x15", 2-Piece, Heated, Remote Control (Both Sides)	$68.83	$68.83	$68.83	$68.83	$68.83	$68.83	$68.83

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
EXTERIOR MIRRORS	B&R 10"x13", 1-Piece, Heated, Remote Control (Both Sides)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR MIRRORS	Remote Control (Per Side)	$32.64	$32.64	$32.64	$32.64	$32.64	$32.64	$32.64
EXTERIOR MIRRORS	Add Turn Signal Indicator on Exterior Mirror Head	$334.66	$334.66	$334.66	$334.66	$334.66	$334.66	In Base Bus
EXTERIOR MIRRORS	5" Mirror Front Bike Rack Mirror	$100.92	$100.92	$100.92	$100.92	$100.92	$100.92	$100.92
FARE COLLECTION	GFI 41" Tall Odyssey	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)
FARE COLLECTION	Add Farebox Lamp, Ceiling mounted	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
FARE COLLECTION	Install Customer Provided Farebox Base Plate	Quote (order specific details required)	Quote (order specific details required)	Quote (order specific details required)	Quote (order specific details required)	Quote (order specific details required)	Quote (order specific details required)	Quote (order specific details required)
FIRE SUPPRESSION SYSTEM	Amerex Safety-Net Fire Suppression & 4 Sensor Methane Detection (CNG only)	Option not offered	Option not offered	Option not offered	Option not offered	In Base Bus	In Base Bus	In Base Bus
FIRE SUPPRESSION SYSTEM	Amerex V-25 Fire Suppression System	$4,728.78	$4,728.78	$6,647.72	$6,647.72	Option not offered for CNG	Option not offered for CNG	Option not offered for CNG
FIRE SUPPRESSION SYSTEM	Fogmaker Water Mist Fire Suppression & (4) Sensor Methane Detection (CNG only)	Option not offered	Option not offered	Option not offered	Option not offered	$2,917.11	$2,917.11	-$8,806.31
FIRE SUPPRESSION SYSTEM	Kidde Dual Spectrum LTD Fire Detection and Suppression System	$5,765.99	$5,765.99	$5,765.99	$5,765.99	Option not offered for CNG	Option not offered for CNG	Option not offered for CNG
FIRE SUPPRESSION SYSTEM	Kidde Dual Spectrum with LTD and (4) Sensor Methane Detection (CNG only)	Option not offered	Option not offered	Option not offered	Option not offered	$2,767.04	$2,767.04	-$317.81
FIRE SUPPRESSION SYSTEM	Add Kidde Armored LTD *Price includes Full Kidde System +Armored LTD	$5,941.02	$5,941.02	$5,941.02	$5,941.02	$5,941.02	$5,941.02	Included in Kidde Dual Spectrum with LTD option
FIRE SUPPRESSION SYSTEM	Add Kidde TLSE	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)
FIRE SUPPRESSION SYSTEM	Add Kidde Optical Sensor (each) *Price includes Full Kidde System + Optical Sensor	$6,775.41	$6,775.41	$6,775.41	$6,775.41	$3,776.46	$3,776.46	Included in Kidde Dual Spectrum with LTD option
FLOORING	RCA Rubber Flooring	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
FLOORING	Composite Sub Floor	$1,629.50	$1,629.50	$1,629.50	$1,629.50	$1,629.50	$1,629.50	$1,315.84
FLOORING	Altro Transflor	$1,234.32	$1,234.32	$1,234.32	$1,234.32	$1,234.32	$1,234.32	In Base Bus
FLOORING	Stainless Steel Trim on Risers and Wheel housings	$23.07	$23.07	$23.07	$23.07	$23.07	$23.07	$23.07
FRAME	Engine Skid Protection with Extended Tow Eyes	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
FRAME	Engine Skid Protection W/ Extended Tow Eyes & 2" Thick x 2" Wide Wear Plate	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
FRAME	Reinforced A-Post Skid Plates (Per Side)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
FRAME	Frame Undercoating	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
FUEL SYSTEM	Davco 384 Fuel Filter, Heated	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
FUEL SYSTEM	Davco 384 Fuel Filter, Non-Heated	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
FUEL SYSTEM	EMCO-WHEATON Posi Lock 105 (Flip Cap or Twist Cap)	$523.17	$523.17	$523.17	$523.17	Option not offered (not available for CNG)	Option not offered (not available for CNG)	Option not offered (not available for CNG)
GAUGES--DRIVERS DASH	Add Fuel Gauge--Diesel	$149.29	$149.29	$149.29	$149.29	Option not offered (not available for CNG)	Option not offered (not available for CNG)	Option not offered (not available for CNG)
GAUGES--DRIVERS DASH	Add Fuel Gauge--Diesel Hybrid	$149.29	$149.29	$149.29	$149.29	Option not offered (not available for CNG)	Option not offered (not available for CNG)	Option not offered (not available for CNG)
GAUGES--DRIVERS DASH	Add Fuel Gauge--CNG	Option not offered (CNG specific option)	Option not offered (CNG specific option)	Option not offered (CNG specific option)	Option not offered (CNG specific option)	In Base Bus	In Base Bus	In Base Bus
GAUGES--DRIVERS DASH	Add Low Fuel Alarm	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
GAUGES--DRIVERS DASH	Add Low Fuel Warning Indicator	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
GAUGES--DRIVERS DASH	Add Engine Hour Meter	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
GAUGES--DRIVERS DASH	Add Auxiliary Stop Request Light	$60.80	$60.80	$60.80	$60.80	$60.80	$60.80	$60.80
GAUGES--DRIVERS DASH	Add Multi Function Display (MFD)	$1,318.10	$1,318.10	$1,318.10	$1,318.10	$1,318.10	$1,318.10	$1,318.10

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
HEATING/AIR CONDITIONING	Thermo King T-14 with S616 Screw Compressor, Brushless Evaporator & Condenser Motors	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HEATING/AIR CONDITIONING	Thermo King T-14 with S391 Screw Compressor, Brushless Evaporator & Condenser Motors	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HEATING/AIR CONDITIONING	Thermo King T-14 All-Electric HVAC SYSTEM--BAE Hybrid	Option not offered	Option not offered	Option not offered (hybrids include electric HVAC)	Option not offered (hybrids include electric HVAC)	Option not offered	Option not offered	Option not offered
HEATING/AIR CONDITIONING	Thermo-King All-Electric HVAC System w/ HVDM--Allison Hybrid	Option not offered	Option not offered	Option not offered (hybrids include electric HVAC)	Option not offered (hybrids include electric HVAC)	Option not offered	Option not offered	Option not offered
HEATING/AIR CONDITIONING	Sutrak All-Electric HVAC SYSTEM--(Roof Mounted/Rear Mounted HVAC system)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HEATING/AIR CONDITIONING	SanUVAire- Safe Breathe Air Purification System	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HEATING/AIR CONDITIONING	Thermo King Pressure and Return Display Mounted to Unit	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
HEATING/AIR CONDITIONING	HVAC MCC Electric System with Alternator	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HEATING/AIR CONDITIONING	HVAC MCC with brushless condenser and evaporator motors and 05G Compressor, Eco Temp Controls	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HUBOMETER	E J Ward Data System (Includes CANceiver, Display Unit, and Antenna)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HUBOMETER	Engler (Stemco) Mechanical without Tenths, without Guard	$106.88	$106.88	$106.88	$106.88	$106.88	$106.88	$106.88
HUBOMETER	S/A Fleetwatch Data Logger JX 55	$1,284.94	$1,284.94	$1,284.94	$1,284.94	$1,284.94	$1,284.94	$1,284.94
HUBOMETER	Add Hubodometer Guard	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HYBRID ELECTRIC SYSTEM	Add BAE Electric Accessories R.E.A.L. System--(Diesel or CNG Engines Only)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HYBRID ELECTRIC SYSTEM	201X Cummins ISB 280HP W/Allison H40EP Parallel Electric Drive System with Vanner HBA	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)
HYBRID ELECTRIC SYSTEM	201X Cummins ISB 280HP W/BAE Series HybriDrive System APS2	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)
HYBRID ELECTRIC SYSTEM	Add Extended Range Batteries--BAE	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)
HYBRID ELECTRIC SYSTEM	Add Full Electric Steering Package--BAE	Option not offered (hybrid specific)	Option not offered (hybrid specific)	Standard Feature	Standard Feature	Option not offered (hybrid specific)	Option not offered (hybrid specific)	Option not offered (hybrid specific)
HYBRID ELECTRIC SYSTEM	Add Full Electric Air Compressor Package--BAE	Option not offered (hybrid specific)	Option not offered (hybrid specific)	Standard Feature	Standard Feature	Option not offered (hybrid specific)	Option not offered (hybrid specific)	Option not offered (hybrid specific)
HYBRID ELECTRIC SYSTEM	Add Auxiliary Coolant Heater--BAE	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
INTERIOR MIRRORS	12" Convex at Rear Door Stanchion	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
INTERIOR MIRRORS	6" Flat Faced Spot Mirror at Bottom of Front Destination Sign Compartment	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
INTERIOR MIRRORS	4.75" x 15" Interior Mirror, Flat Faced	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
ITS SYSTEM	Avail IVU with MDC, GPS, APC, and WLAN	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)
ITS SYSTEM	Avail System Pre-Wire (IVU, MDT, APC, Fare Box)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)
ITS SYSTEM	ITS system	$23,995.13	$23,995.13	$23,995.13	$23,995.13	$23,995.13	$23,995.13	In Base Bus
ITS SYSTEM	Clever Devices Automatic Vehicle Monitoring System	$6,337.38 (must be selected with ITS System)	$6,337.38 (must be selected with ITS System)	$6,337.38 (must be selected with ITS System)	$6,337.38 (must be selected with ITS System)	$6,337.38 (must be selected with ITS System)	$6,337.38 (must be selected with ITS System)	$6,337.38
ITS SYSTEM	Clever Devices BusTime System	$3,707.00 (must be selected with ITS System)	$3,707.00 (must be selected with ITS System)	$3,707.00 (must be selected with ITS System)	$3,707.00 (must be selected with ITS System)	$3,707.00 (must be selected with ITS System)	$3,707.00 (must be selected with ITS System)	$3,707.00

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
ITS SYSTEM	Clever Devices CleverCAD System	$5,912.50 (must be selected with ITS System)	$5,912.50 (must be selected with ITS System)	$5,912.50 (must be selected with ITS System)	$5,912.50 (must be selected with ITS System)	$5,912.50 (must be selected with ITS System)	$5,912.50 (must be selected with ITS System)	$5,912.50
ITS SYSTEM	Clever Devices CleverVision	$15,094.75 (must be selected with ITS System)	$15,094.75 (must be selected with ITS System)	$15,094.75 (must be selected with ITS System)	$15,094.75 (must be selected with ITS System)	$15,094.75 (must be selected with ITS System)	$15,094.75 (must be selected with ITS System)	$21,397.75
ITS SYSTEM	Clever Devices Secure Bus Access System	$3,166.63 (must be selected with ITS System)	$3,166.63 (must be selected with ITS System)	$3,166.63 (must be selected with ITS System)	$3,166.63 (must be selected with ITS System)	$3,166.63 (must be selected with ITS System)	$3,166.63 (must be selected with ITS System)	$3,166.63
ITS SYSTEM	Clever Devices Turn Warning System	$3,808.75 (must be selected with ITS System)	$3,808.75 (must be selected with ITS System)	$3,808.75 (must be selected with ITS System)	$3,808.75 (must be selected with ITS System)	$3,808.75 (must be selected with ITS System)	$3,808.75 (must be selected with ITS System)	$3,808.75
ITS SYSTEM	Opticom Traffic Signal Priority	$8,525.00	$8,525.00	$8,525.00	$8,525.00	$8,525.00	$8,525.00	$8,525.00
ITS SYSTEM	MobileEye Collision Avoidance System *for quantity of 1 and includes one-year subscription	$12,841.25	$12,841.25	$12,841.25	$12,841.25	$12,841.25	$12,841.25	$18,504.88
ITS SYSTEM	Transloc Transit Visualization System AVL	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
ITS SYSTEM	Intelligent Vehicle System Prewire Only (Pending System Specification)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
ITS SYSTEM	Luminator InfoTransit--2 Monitors (18.5") Proxys Module	$18,249.00	$18,249.00	$18,249.00	$18,249.00	$18,249.00	$18,249.00	$18,249.00
ITS SYSTEM	Luminator InfoTransit--Upgrade to 29" Monitors * 29" monitors only, 18.5" removed	$21,456.88	$21,456.88	$21,456.88	$21,456.88	$21,456.88	$21,456.88	$21,456.88
ITS SYSTEM	Luminator InfoTransit--Upgrade to 37" Monitors	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
ITS SYSTEM	Luminator InfoLite--2 Monitors (18.5") Proxys Module	$9,255.13	$9,255.13	$9,255.13	$9,255.13	$9,255.13	$9,255.13	$9,255.13
ITS SYSTEM	Luminator InfoLite--Upgrade to 29" Monitors * 29" monitors only, 18.5" removed	$12,463.00	$12,463.00	$12,463.00	$12,463.00	$12,463.00	$12,463.00	$12,463.00
ITS SYSTEM	Luminator InfoLite--Upgrade to 37"Monitors	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
MISCELLANOUS	Drivers Coat Hook	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
MISCELLANOUS	Roller Style Sunshades--Drivers Windows	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
MISCELLANOUS	Euramatic Cup Holder	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
MISCELLANOUS	Registration Card holder	$13.51	$13.51	$13.51	$13.51	$13.51	$13.51	$13.51
MISCELLANOUS	Stainless Steel Waste Basket and Bracket	$594.10	$594.10	$594.10	$594.10	$594.10	$594.10	$594.10
MODESTY PANELS	Quick Changing Glazing Upper Clear Plexiglas Modesty Panels Both Sides of Rear Exit Door	$345.45	$345.45	$345.45	$345.45	$345.45	$345.45	$306.96
MODESTY PANELS	Front Door Modesty Panel	$565.55	$565.55	$565.55	$565.55	$565.55	$565.55	In Base Bus
MODESTY PANELS	Lower Modesty Panel Forward of Rear Door	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
MODESTY PANELS	Melamine Panel Lower Section (Aft Rear Door)	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
MODESTY PANELS	Upper Clear Plexiglas Modesty Panel Forward Rear Door	$345.45	$345.45	$345.45	$345.45	$345.45	$345.45	$345.45
PAINT	Add--Additional Color--Per Pass	$1,648.25	$1,648.25	$1,648.25	$1,648.25	$1,648.25	$1,648.25	$2,472.37
PAINT	Add--Clear Coat	$2,846.25	$2,846.25	$2,846.25	$2,846.25	$2,846.25	$2,846.25	$4,269.38
PAINT	Add Roof Numbers	$6.45	$6.45	$6.45	$6.45	$6.45	$6.45	$6.45
PAINT	Custom Paint / Decal Design (Per Spec)	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER SEATING	Kiel North America Intra	$17,446.00	$17,446.00	$17,446.00	$17,446.00	$17,446.00	$17,446.00	$11,037.13
PASSENGER SEATING	USSC 4One Angel	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER SEATING	AMSECO Vision	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER SEATING	AMSECO Insight	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER SEATING	AMESCO Insight Prime Plus	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER SEATING	Add--USB Charging Ports at Passenger Locations	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER SEATING	Add--Hinged Rear SeHee	Quote	Quote	Quote	Quote	Quote	Quote	Quote

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
PASSENGER SEATING	Add--3rd Step To Perimeter Seating (Except Settee)	Option not offered (inherent to bus design)	Option not offered (inherent to bus design)	Option not offered (inherent to bus design)	Option not offered (inherent to bus design)	Option not offered (inherent to bus design)	Option not offered (inherent to bus design)	Option not offered (inherent to bus design)
PASSENGER SIGNALS	Stop Request Button At Rear Door Stanchion	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
PASSENGER SIGNALS	Touch Tape (At Window Mullions)	$462.01	$462.01	$462.01	$462.01	$462.01	$462.01	In Base Bus
PASSENGER WINDOWS	Ricon Standard Frame, Safety Glass--Full Sliders	$11,280.51	$11,280.51	$11,280.51	$11,280.51	$11,280.51	$11,280.51	$1,288.66
PASSENGER WINDOWS	Ricon Standard Frame, Safety Glass--Full Fixed	$1,417.58	$1,417.58	$1,417.58	$1,417.58	$1,417.58	$1,417.58	-$10,159.53
PASSENGER WINDOWS	Add Thermo Guard to Ricon Standard Frame	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER WINDOWS	Add Thermo Guard to Ricon Hidden Frame/Bonded	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER WINDOWS	Arow Standard Frame, Safety Glass--Full Sliders	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER WINDOWS	Arow Standard Frame, Safety Glass--Full Fixed	-$2,267.72	-$2,267.72	-$2,267.72	-$2,267.72	-$2,267.72	-$2,267.72	-$13,848.42
PASSENGER WINDOWS	Arow Hidden Frame/Bonded--Full Fixed	$9,662.17	$9,662.17	$9,662.17	$9,662.17	$9,662.17	$9,662.17	-$957.97
PASSENGER WINDOWS	Add Thermo Guard to Arow Standard Frame	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)
PASSENGER WINDOWS	Add Thermo Guard to Arow Hidden Frame/Bonded	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)
PASSENGER WINDOWS	Add Window Guards (Acrylic or Film) *VS-12 Single layer film	$1,573.00	$1,573.00	$1,573.00	$1,573.00	$1,573.00	$1,573.00	In Base Bus
PUBLIC ANNOUNCEMENT SYSTEM	(1) Interior/Both/Exterior Speaker Select Toggle Switch without Guard & (1) Rheostat Volume Control with XLR Mic Jack	$693.66	$693.66	$693.66	$693.66	$693.66	$693.66	$693.66
PUBLIC ANNOUNCEMENT SYSTEM	Boom Microphone--Soundview SVA50SF (24") without ON/OFF Switch on Microphone, Momentary Button toe Switch, Floor Bracket Mounted	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
PUBLIC ANNOUNCEMENT SYSTEM	Clever Devises - Speakeasy II	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)
PUBLIC ANNOUNCEMENT SYSTEM	Luminator VAS System	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
PUBLIC ANNOUNCEMENT SYSTEM	Clever Devices Automated Voice Announcement System	$28,331.88	$28,331.88	$28,331.88	$28,331.88	$28,331.88	$28,331.88	In Base Bus
REAR RUN CONTROLS	Radiator Electric Fan Controls--Fan Reverse Flow Momentary Toggle Switch & Indicator Lamp	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus
REAR RUN CONTROLS	Rear Hand Throttle Control--Rheostat Variable Speed Control with Toggle Witch & Guard	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus
REAR RUN GAUGES	Add Engine Hour Meter	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
REAR RUN GAUGES	Add A/C Hour Meter	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)
REAR RUN GAUGES	Add Oil Pressure--Mechanical	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	N/A	N/A	N/A
REAR RUN GAUGES	Add Oil Pressure--Electrical	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus
REAR RUN GAUGES	Add Coolant Temperature--Mechanical	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	N/A	N/A	N/A
REAR RUN GAUGES	Add Coolant Temperature--Electrical	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus
REAR RUN GAUGES	Add Transmission Temperature--Mechanical	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	N/A	N/A	N/A
REAR RUN GAUGES	Add Transmission Temperature--Electrical	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus
REAR RUN GAUGES	Add Voltmeter (12V or 24V)	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus
ROOF HATCHES	(1) Roof hatch	$341.13	$341.13	$341.13	$341.13	$341.13	$341.13	$341.13
SAFETY EQUIPMENT	Bio- Hazard Disposal Kit	$27.65	$27.65	$27.65	$27.65	$27.65	$27.65	$27.65
SAFETY EQUIPMENT	Blood Born Pathogens Kit	$58.47	$58.47	$58.47	$58.47	$58.47	$58.47	In Base Bus
SAFETY EQUIPMENT	Ten Unit First Aid Kit	$132.67	$132.67	$132.67	$132.67	$132.67	$132.67	$132.67

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
SAFETY EQUIPMENT	Wheel Chocks (Per Set)	$155.38	$155.38	$155.38	$155.38	$155.38	$155.38	In Base Bus
SCHEDULE RACK	(1) Schedule Holder OBIC 20/9 4PW-49/923BO-4 Slots, Gray Color	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order
SCHEDULE RACK	22" x 21" Black, RH Load Open Back	$171.98	$171.98	$171.98	$171.98	$171.98	$171.98	$171.98
SCHEDULE RACK	Innocom Schedule Racks 3.75" x 7" x 1.5"	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order
SCHEDULE RACK	Innocom Schedule Racks 8.62" x 1 1" x 1"	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order
SCHEDULE RACK	OBIC To (4) Quad Pamphlet & (1) Single Pamphlet Holders	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order
SCHEDULE RACK	Transit Info Products OBICT10P2LTRMC	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order
SCHEDULE RACK	Transit Information Products -19"x 21" OBIC 19/214P1LTRMC	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order
STANCHIONS/GRAB RAILS	Yellow Powder Coated Vertical Stanchions, Grab Rails, and Modesty Panel Tubes	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)
STANCHIONS/GRAB RAILS	Yellow Powder Coated Vertical Stanchions Only	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)
STANCHIONS/GRAB RAILS	Vehicle Stanchion at Front Wheel Wells--Each	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)
STANCHIONS/GRAB RAILS	Add Farebox Grabrail	$285.63	$285.63	$285.63	$285.63	$285.63	$285.63	$285.63
STANCHIONS/GRAB RAILS	Horizontal Grabrail on Curbside & Streetside Wheel housing	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STANCHIONS/GRAB RAILS	SSTL Spring Loaded Grab Handle--Each	$74.89	$74.89	$74.89	$74.89	$74.89	$74.89	$74.89
STARTER	Delco 39MT Electric	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
STEERING SYSTEM	Steering Box--TRW TAS6505	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STEERING SYSTEM	TRW Electric Assisted Steering	$3,296.57	$3,296.57	$3,296.57	$3,296.57	$3,296.57	$3,296.57	$3,296.57
STEEERING SYSTEM	VIP Textured Steering Wheel	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES	BRT Front Cap Styling Only	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES	BRT Front Cap, Rear Cap and Engine Door Styling	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES	BRT PLUS Front Cap, Rear Cap, Roof Line and Engine Door Styling	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES	BRT Roof Fairings, Front or Rear (each)	$1,549.80	$1,549.80	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
STYLING PACKAGES-- TROLLEY	Cow Catcher on Front Bumper	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Exterior Roof Mounted Sign Boards	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Exterior Wood Like Trim Installed On: Cupola, Front & Rear Overhand Eves, Arches, Window Mullions, Window Sills, Rub Rails, Skirt Panels, Front & Rear Door, Front & Rear Bumper.	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Front Center Trolley Light	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Front Roof Hatch Accommodations	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Hybrid Bus Compatible Cupola Package	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Interior Vinyl Seat Cushions	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Interior Wood Like Trim Installed On: Ceiling Panel Strips, Window Tops & Sills, Overhead Passenger Lights, Driver's Dash Area.	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Roof Accent LED Rope Lighting	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Vintage Style Trolley Seating, Solid Wood Slats, Bull Nose Top, and Bottom Round over Edges	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
STYLING PACKAGES-- TROLLEY	Vintage Style Vinyl Graphics: Cupola Window & Exterior Window Graphic Motifs, Standard Gold Vinyl Pinstripping, Exterior Graphics Banner Package, Interior Graphics Banner at Rear I/O Enclosure, Exterior Bus Numbers, Gold Battery Disconnect	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
SURVEILLANCE CAMERA SYSTEMS	Apollo--Add (1) Standard Definition Coler Camera	Quote	Quote	Quote	Quote	Quote	Quote	Quote
SURVEILLANCE CAMERA SYSTEMS	Apollo-- (1) Standard Definition Color Camera	Quote	Quote	Quote	Quote	Quote	Quote	Quote
SURVEILLANCE CAMERA SYSTEMS	Apollo--Add (1) High Definition Color Camera	$536.24	$536.24	$536.24	$536.24	$536.24	$536.24	Quote
SURVEILLANCE CAMERA SYSTEMS	Apollo--Add 8TB HDD	Quote	Quote	Quote	Quote	Quote	Quote	Quote
SURVEILLANCE CAMERA SYSTEMS	Apollo Back Up Camera with LCD Screen	$536.24	$536.24	$536.24	$536.24	$536.24	$536.24	Quote
SURVEILLANCE CAMERA SYSTEMS	SEON NX-16 (7) Camera System, 2TB HDD, Wireless, GPS, Impact Sensor	$2,380.56	$2,380.56	$2,380.56	$2,380.56	$2,380.56	$2,380.56	Quote
SURVEILLANCE CAMERA SYSTEMS	SEON Add (1) Standard Definition Color Camera	$654.89	$654.89	$654.89	$654.89	$654.89	$654.89	$654.89
SURVEILLANCE CAMERA SYSTEMS	SEON Add (1) High Definition Color Camera	$674.59	$674.59	$674.59	$674.59	$674.59	$674.59	$674.59
SURVEILLANCE CAMERA SYSTEMS	SEON Add Solid State Hard drive (SSD)	$1,931.30	$1,931.30	$1,931.30	$1,931.30	$1,931.30	$1,931.30	$1,931.30
SURVEILLANCE CAMERA SYSTEMS	AngelTrax (7) Standard Definition Color Camera System, 1TB HDD, Wireless, GPS, Impact Sensor	-$3,685.72	-$3,685.72	-$3,685.72	-$3,685.72	-$3,685.72	-$3,685.72	Quote
SURVEILLANCE CAMERA SYSTEMS	AngelTrax--Add (1) Standard Definition Color Camera	Option not offered (obsolete, all cameras are high def)	Option not offered (obsolete, all cameras are high def)	Option not offered (obsolete, all cameras are high def)	Option not offered (obsolete, all cameras are high def)	Option not offered (obsolete, all cameras are high def)	Option not offered (obsolete, all cameras are high def)	Option not offered (obsolete, all cameras are high def)
SURVEILLANCE CAMERA SYSTEMS	AngelTrax--Add (1) High Definition Color Camera	$472.51	$472.51	$472.51	$472.51	$472.51	$472.51	$472.51
SURVEILLANCE CAMERA SYSTEMS	AngelTrax--Add 1TB HDD (Double stacked 500GB HDD)	Option not offered (obsolete, 1T upgrade obsolete)	Option not offered (obsolete, 1T upgrade obsolete)	Option not offered (obsolete, 1T upgrade obsolete)	Option not offered (obsolete, 1T upgrade obsolete)	Option not offered (obsolete, 1T upgrade obsolete)	Option not offered (obsolete, 1T upgrade obsolete)	Option not offered (obsolete, 1T upgrade obsolete)
SURVEILLANCE CAMERA SYSTEMS	March Network 5412 (10) Camera--Kalatel Mobileview	$4,080.43	$4,080.43	$4,080.43	$4,080.43	$4,080.43	$4,080.43	$852.11
SURVEILLANCE CAMERA SYSTEMS	Mobileview NVR7000 (10) Camera System, High Definition, 4TB HDD, Wireless, GPS, Impact Sensor	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)
SURVEILLANCE CAMERA SYSTEMS	Mobileview--Add (1) High Definition Camera	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)
SURVEILLANCE CAMERA SYSTEMS	Mobileview--Add Solid State Hard drive (SSD)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)
SURVEILLANCE CAMERA SYSTEMS	REI Bus Watch Digital	-$3,198.49	-$3,198.49	-$3,198.49	-$3,198.49	-$3,198.49	-$3,198.49	-$5,834.91
SURVEILLANCE CAMERA SYSTEMS	Camera Pre Wire Package	Quote	Quote	Quote	Quote	Quote	Quote	Quote
TIRES	OEM Supplied Tires	$5,239.25	$5,239.25	$5,239.25	$5,239.25	$5,239.25	$5,239.25	$8,732.08
TIRES	Tire Pressure Monitoring System	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
TOWING	Cole Hersee 12063 Electrical Tow Connector	$44.32	$44.32	$44.32	$44.32	$44.32	$44.32	$44.32
TOWING	Cole Hersee Tow Connector	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
TRANSMISSION	Allison B-400R, GEN IV or Latest GEN	$5,647.58	$5,647.58	Option not offered	Option not offered	$3,307.92	$3,307.92	-$2,996.21
TRANSMISSION	Davco Electronic Fluid Level Gauge	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
TRANSMISSION	KP Series Pushbutton Sampling Valve - Transmission Fluid	$30.64	$30.64	$30.64	$30.64	$30.64	$30.64	$30.64
TRANSMISSION	Titan Probalizer OD-1014	$20.99	$20.99	$27.28	$27.28	$20.99	$20.99	$20.99
TRANSMISSION	ZF 6AP1400B	-$750.74	-$750.74	Option not offered	Option not offered	-$252.46	-$252.46	-$2,859.00
WHEELCHAIR RAMP	Ricon--6:1 Ratio, Single Slope Ramp – SSR - Front Door Only	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
WHEELCHAIR RAMP	Ricon – 4:1 Ratio, FR2E - Front Door Only	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
WHEELCHAIR SECUREMENT	Kiel North America K-Pod with Secubar	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
WHEELCHAIR SECUREMENT	American Seating--Dual Auto Lok with Advanced Restraint Module (ARM)	Option not offered (discontinued)	Option not offered (discontinued)	Option not offered (discontinued)	Option not offered (discontinued)	Option not offered (discontinued)	Option not offered (discontinued)	Option not offered (discontinued)
WHEELCHAIR SECUREMENT	American Seating--Advanced Restraint Module (ARM) with Remote Belt Release	Quote	Quote	Quote	Quote	Quote	Quote	Quote
WHEELCHAIR SECUREMENT	American Seating--Q'Straint Q'Pod	Quote	Quote	Quote	Quote	Quote	Quote	Quote
WHEELCHAIR SECUREMENT	USSC--Q'Straint Q' POD *one side only	$3,038.75	$3,038.75	$3,038.75	$3,038.75	$3,038.75	$3,038.75	$3,038.75
WHEELCHAIR SECUREMENT	Q'Straint Quantum	$16,705.63	$16,705.63	$16,705.63	$16,705.63	$16,705.63	$16,705.63	$16,705.63
WHEELCHAIR SECUREMENT	Belt Guard and Wheelchair Ramp Pan Identification Numbers	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
WHEELS/RIMS	(7) Steel Powder Coated Finish, White or Black	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
WHEELS/RIMS	(7) Alcoa Aluminum Clean & Buff Finish	$1,922.56	$1,922.56	$1,922.56	$1,922.56	$1,922.56	$1,922.56	$3,389.19
WHEELS/RIMS	(7) Alcoa Aluminum Polished Finish	$4,265.20	$4,265.20	$4,265.20	$4,265.20	$4,265.20	$4,265.20	$8,075.05
WHEELS/RIMS	(7) Alcoa Aluminum Clean & Buff Finish with Durabrite	Option not offered (Durabright only available for polished/machined wheels)	Option not offered (Durabright only available for polished/machined wheels)	Option not offered (Durabright only available for polished/machined wheels)	Option not offered (Durabright only available for polished/machined wheels)	Option not offered (Durabright only available for polished/machined wheels)	Option not offered (Durabright only available for polished/machined wheels)	Option not offered (Durabright only available for polished/machined wheels)
WHEELS/RIMS	Alcoa Wheels--Add Duraflange	$2,839.90	$2,839.90	$2,839.90	$2,839.90	$2,839.90	$2,839.90	$5,195.30
WHEELS/RIMS	Spare Aluminum Wheel	$731.58	$731.58	$731.58	$731.58	$731.58	$731.58	$731.58
WHEELS/RIMS	Spare Steel Wheel	$192.60	$192.60	$192.60	$192.60	$192.60	$192.60	$192.60

PRICING FORM – BAFO
35 Foot Buses

Please check the type: ☐ CNG ☑ DIESEL ☐ HYBRID

Proposers must submit separate pricing forms for each type.

(SOW) SECTION NUMBER(S)	QUANTITY	EQUIPMENT DESCRIPTION(S) FOR AFTERMARKET COMPONENTS	UNIT PRICE	TOTAL PRICE
TS 9	1	Engine	$ $83,330.91	$ $83,330.91
TS 10	1	Engine Cooling System	$ 6,674.00	$ 6,674.00
TS 10.3	1	Transmission	$ 21,175.26	$ 21,175.26
TS 11	1	Powertrain	$ **Quote**	$ **Quote**
TS 17.2.2	1	CNG Fuel Tanks	$ N/A	$ N/A
TS 51.1	1	HVAC System	$ 27,874.23	$ 27,874.23
TS 5.10	1	Fire Suppression System	$ **Quote**	**Quote**
TS 78.2	1	ADA Lift	$ **Quote**	**Quote**
TS 11	1	Powertrain (ID the Type)	Diesel	
	1	Final drive	$ 15,350.45	$ 15,350.45
	1	Steering front axle	$ 8,866.11	$ 8,866.11
	1	Center axle	$ N/A	$ N/A
	1	Hubs	$ **Quote**	**Quote**
	1	Air compressor	$ **Quote**	**Quote**
	1	Air system dryer	$ 1,747.07	$ 1,747.07
	1	Heating ventilating and air conditioning	Included in HVAC	Included in HVAC
	1	CNG methane detection	$ N/A	$ N/A
	1	Fast idle device	$ 511.41	$ 511.41
	1	Engine starter	$ 422.73	$ 422.73
		Total for Aftermarket Prices	$ 165,952.17	$ 165,952.17

PRICING FORM – BAFO
40 Foot Buses

Please check the type: ☐ CNG ☑ DIESEL ☐ HYBRID

Proposers must submit separate pricing forms for each type.

(SOW) SECTION NUMBER(S)	QUANTITY	EQUIPMENT DESCRIPTION(S) FOR AFTERMARKET COMPONENTS	UNIT PRICE	TOTAL PRICE
TS 9	1	Engine	$ $83,330.91	$ $83,330.91
TS 10	1	Engine Cooling System	$ 6,674.00	$ 6,674.00
TS 10.3	1	Transmission	$ 21,175.26	$ 21,175.26
TS 11	1	Powertrain	$ **Quote**	$ **Quote**
TS 17.2.2	1	CNG Fuel Tanks	$ N/A	$ N/A
TS 51.1	1	HVAC System	$ 27,874.23	$ 27,874.23
TS 5.10	1	Fire Suppression System	$ **Quote**	**Quote**
TS 78.2	1	ADA Lift	$ **Quote**	**Quote**
TS 11	1	Powertrain (ID the Type)	Diesel	
	1	Final drive	$ 15,350.45	$ 15,350.45
	1	Steering front axle	$ 8,866.11	$ 8,866.11
	1	Center axle	$ N/A	$ N/A
	1	Hubs	$ **Quote**	**Quote**
	1	Air compressor	$ **Quote**	**Quote**
	1	Air system dryer	$ 1,747.07	$ 1,747.07
	1	Heating ventilating and air conditioning	Included in HVAC	Included in HVAC
	1	CNG methane detection	$ N/A	$ N/A
	1	Fast idle device	$ 511.41	$ 511.41
	1	Engine starter	$ 422.73	$ 422.73
		Total for Aftermarket Prices	$ 165,952.17	$ 165,952.17

PRICING FORM – BAFO
35 Foot Buses

Please check the type: ☐ CNG ☐ DIESEL ☑ HYBRID (Allison)

Proposers must submit separate pricing forms for each type..

			UNIT PRICE	
TS 9	1	Engine	$ 63,009.59	$ 63,009.59
TS 10	1	Engine Cooling System	$ 23,955.40	$ 23,955.40
TS 10.3	1	Transmission	$ N/A	$ N/A
TS 11	1	Powertrain	$ 234,016	$ 234,016
TS 17.2.2	1	CNG Fuel Tanks	$ N/A	$ N/A
TS 51.1	1	HVAC System	$ 31,375.70	$ 31,375.70
TS 5.10	1	Fire Suppression System	$ Quote	$ Quote
TS 78.2	1	ADA Lift	$ Quote	$ Quote
TS 11	1	Powertrain (ID the Type)	Hybrid - Allison	
	1	Final drive	$ 15,350.45	$ 15,350.45
	1	Steering front axle	$ 8,866.11	$ 8,866.11
	1	Center axle	$ N/A	$ N/A
	1	Hubs	$ Quote	$ Quote
	1	Air compressor	$ 9,795.75	$ 9,795.75
	1	Air system dryer	$ 1,747.07	$ 1,747.07
	1	Heating ventilating and air conditioning	$ same as TS 51.1	$
	1	CNG methane detection	$ N/A	$ N/A
	1	Fast idle device	$ 192.69	$ 192.69
	1	Engine starter	$ Quote	$ Quote
		Total for Aftermarket Prices	$388,308.75	$ 388,308.75

PRICING FORM – BAFO
40 Foot Buses

Please check the type: ☐ CNG ☐ DIESEL ☑ HYBRID (Allison)

Proposers must submit separate pricing forms for each type..

			UNIT PRICE	
TS 9	1	Engine	$ 63,009.59	$ 63,009.59
TS 10	1	Engine Cooling System	$ 23,955.40	$ 23,955.40
TS 10.3	1	Transmission	$ N/A	$ N/A
TS 11	1	Powertrain	$ 234,016	$ 234,016
TS 17.2.2	1	CNG Fuel Tanks	$ N/A	$ N/A
TS 51.1	1	HVAC System	$ 31,375.70	$ 31,375.70
TS 5.10	1	Fire Suppression System	$ Quote	$ Quote
TS 78.2	1	ADA Lift	$ Quote	$ Quote
TS 11	1	Powertrain (ID the Type)	Hybrid - Allison	
	1	Final drive	$ 15,350.45	$ 15,350.45
	1	Steering front axle	$ 8,866.11	$ 8,866.11
	1	Center axle	$ N/A	$ N/A
	1	Hubs	$ Quote	$ Quote
	1	Air compressor	$ 9,795.75	$ 9,795.75
	1	Air system dryer	$ 1,747.07	$ 1,747.07
	1	Heating ventilating and air conditioning	$ same as TS 51.1	$
	1	CNG methane detection	$ N/A	$ N/A
	1	Fast idle device	$ 192.69	$ 192.69
	1	Engine starter	$ Quote	$ Quote
		Total for Aftermarket Prices	$388,308.75	$ 388,308.75

PRICING FORM – BAFO
35 Foot Buses

Please check the type: ☑ CNG ☐ DIESEL ☐ HYBRID

Proposers must submit separate pricing forms for each type.

(SOW) SECTION NUMBER(S)	QUANTITY	EQUIPMENT DESCRIPTION(S) FOR AFTERMARKET COMPONENTS	UNIT PRICE	TOTAL PRICE
TS 9	1	Engine	$ 89,889.49	$ 89,889.49
TS 10	1	Engine Cooling System	$ 6,674	$ 6,674
TS 10.3	1	Transmission	$ 21,175.26	$ 21,175.26
TS 11	1	Powertrain	$ Quote	$ Quote
TS 17.2.2	1	CNG Fuel Tanks	$ Quote	$ Quote
TS 51.1	1	HVAC System	$ 25,630.60	$ 25,630.60
TS 5.10	1	Fire Suppression System	$ Quote	$ Quote
TS 78.2	1	ADA Lift	$ Quote	$ Quote
TS 11	1	Powertrain (ID the Type)	CNG	
	1	Final drive	$ 15,350.45	$ 15,350.45
	1	Steering front axle	$ 8,866.11	$ 8,866.11
	1	Center axle	$ N/A	$
	1	Hubs	$ Quote	$ Quote
	1	Air compressor	$ Quote	$ Quote
	1	Air system dryer	$ 1,747.07	$ 1,747.07
	1	Heating ventilating and air conditioning	$ Same as TS 51.1	$
	1	CNG methane detection	$ 7,273.09	$ 7,273.09
	1	Fast idle device	$ 511.41	$ 511.41
	1	Engine starter	$ 422.73	$ 422.73
		Total for Aftermarket Prices	$ 177,540.21	$ 177,540.21

PRICING FORM – BAFO
40 Foot Buses

Please check the type: ☑ CNG ☐ DIESEL ☐ HYBRID

Proposers must submit separate pricing forms for each type.

(SOW) SECTION NUMBER(S)	QUANTITY	EQUIPMENT DESCRIPTION(S) FOR AFTERMARKET COMPONENTS	UNIT PRICE	TOTAL PRICE
TS 9	1	Engine	$ 89,889.49	$ 89,889.49
TS 10	1	Engine Cooling System	$ 6,674	$ 6,674
TS 10.3	1	Transmission	$ 21,175.26	$ 21,175.26
TS 11	1	Powertrain	$ Quote	$ Quote
TS 17.2.2	1	CNG Fuel Tanks	$ Quote	$ Quote
TS 51.1	1	HVAC System	$ 25,630.60	$ 25,630.60
TS 5.10	1	Fire Suppression System	$ Quote	$ Quote
TS 78.2	1	ADA Lift	$ Quote	$ Quote
TS 11	1	Powertrain (ID the Type)	CNG	
	1	Final drive	$ 15,350.45	$ 15,350.45
	1	Steering front axle	$ 8,866.11	$ 8,866.11
	1	Center axle	$ N/A	$
	1	Hubs	$ Quote	$ Quote
	1	Air compressor	$ Quote	$ Quote
	1	Air system dryer	$ 1,747.07	$ 1,747.07
	1	Heating ventilating and air conditioning	$ Same as TS 51.1	$
	1	CNG methane detection	$ 7,273.09	$ 7,273.09
	1	Fast idle device	$ 511.41	$ 511.41
	1	Engine starter	$ 422.73	$ 422.73
		Total for Aftermarket Prices	$ 177,540.21	$ 177,540.21

PRICING FORM – BAFO
60 Foot Buses

Please check the type: ☑ CNG ☐ DIESEL ☐ HYBRID

Proposers must submit separate pricing forms for each type.

(SOW) SECTION NUMBER(S)	QUANTITY	EQUIPMENT DESCRIPTION(S) FOR AFTERMARKET COMPONENTS	UNIT PRICE	TOTAL PRICE
TS 9	1	Engine	$ 99,626.62	$ 99,626.62
TS 10	1	Engine Cooling System	$ 10,792	$ 10,792
TS 10.3	1	Transmission	$ 25,231.73	$ 25,231.73
TS 11	1	Powertrain	$ Quote	$ Quote
TS 17.2.2	1	CNG Fuel Tanks	$ Quote	$ Quote
TS 51.1	1	HVAC System	$ 52,459.07	$ 52,459.07
TS 5.10	1	Fire Suppression System	$ Quote	$ Quote
TS 78.2	1	ADA Lift	$ Quote	$ Quote
TS 11	1	Powertrain (ID the Type)	CNG	
	1	Final drive	$ 15,350.45	$ 15,350.45
	1	Steering front axle	$ 8,866.11	$ 8,866.11
	1	Center axle	$ 11,108.94	$ 11,108.94
	1	Hubs	$ Quote	$ Quote
	1	Air compressor	$ Quote	$ Quote
	1	Air system dryer	$ 1,747.07	$ 1,747.07
	1	Heating ventilating and air conditioning	$ Same as TS 51.1	$
	1	CNG methane detection	$ 14,146.59	$ 14,146.59
	1	Fast idle device	$ 511.41	$ 511.41
	1	Engine starter	$ 422.73	$ 422.73
		Total for Aftermarket Prices	$ 240,262.72	$ 240,262.72

Exhibit 'G' - Warranty Requirements

(On the following pages)

WARRANTY REQUIREMENTS

WR 1. Basic Provisions

WR 1.1 Warranty Requirements

WR 1.1.1 Supplier Warranty

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Supplier. Consistent with this requirement, the Supplier warrants and guarantees to the original Agency each complete bus and specific subsystems and components as follows. Performance requirements based on design criteria shall not be deemed a warranty item.

WR 1.1.2 Complete Bus

The complete bus, propulsion system, components, major subsystems and body and chassis structure are warranted to be free from Defects and Related Defects for one (1) year/unlimited miles, whichever comes first, beginning on the date of revenue service." The warranty is based on regular operation of the bus under the operating conditions prevailing in the Agency's locale.

WR 1.1.3 Body and Chassis Structure

Body, body structure, structural elements of the suspension and engine cradle are warranted to be free from Defects and Related Defects for seven (7) years/300,000 miles, whichever comes first.

Primary load-carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or Fatigue Failure sufficient to cause a Class 1 or Class 2 Failure for a period of twelve (12) years or 500,000 miles, whichever comes first.

WR 1.1.4 Propulsion System

Propulsion system components, including the engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles shall be warranted to be free from Defects and Related Defects as stated below:

Engine (Base Coverage Includes Towing & Travel)-2 Years/Unlimited Miles
Transmission (Base Coverage Includes Towing & Travel)--5 Years/Unlimited Miles
Hybrid Drive System (Base Coverage Includes Towing & Travel)--5 Years/Unlimited Miles
Differential (Base Coverage Includes Towing & Travel)--2 Years/Unlimited Miles

The propulsion system manufacturer's standard warranty, delineating items excluded from the Extended Warranty, should be submitted in accordance with the Request for Pre-Offer Change or Approved Equal or with the Form for Proposal Deviation.

WR 1.1.5 Emission Control System (ECS)

The Supplier warrants the emission control system for five (5) years/unlimited miles, whichever comes first. The ECS shall include, but is not limited to, the following components:

- complete exhaust system, including catalytic converter (if required)
- after treatment device
- components identified as emission control devices

WR 1.1.5 Subsystems

Other subsystems shall be warranted to be free from Defects and Related Defects. The Original Equipment Manufacturer warranty will take precedent when in the best interest of the agency.

Other subsystems are listed below:

HVAC: Roof and/or main unit only, includes compressor, condenser, evaporator, electric motors, etc.--3 Years/Unlimited Miles
Wheelchair Ramp: Includes Parts & Labor--3 Years/Unlimited Miles
Door Systems: Door operating actuators and linkages—2 Years/Unlimited Miles
Air Compressor: 2 Years/Unlimited Miles
Exterior Paint (Base Coverage)--7 Years/Unlimited Miles
Starter—2 Years/Unlimited Miles
Air Dryer—2 Years/Unlimited Miles
Destination Signs: All destination sign equipment for the front, side and rear signs (front run dash sign if applicable) power modules and operator control—2 Years/Unlimited Miles
Alternator: Alternator only. Does not include the drive system. —2 Years/Unlimited Miles
Charge Air Cooler: Charge air cooler including core, tanks, and including related surrounding framework and fittings. —2 Years/Unlimited Miles
Fire Suppression System: Fire suppression system including tank, sensors, detection devices, and extinguishing agent dispensing system.—2 Years/Unlimited Miles
Hydraulic Systems: Including radiator fan drive and power steering as applicable. —2 Years/Unlimited Miles
Engine Cooling Systems: Radiator including core, tanks, and related framework, including surge tank, transmission cooler, hydraulic cooler, if applicable. —2 Years/Unlimited Miles
Passenger Seating: 2 Years/Unlimited Miles
Fuel Storage and Delivery System: 2 Years/Unlimited Miles
Surveillance System: Includes cameras, recording system, WLAN, and sensors. —2 Years/Unlimited Miles
Brake System: Foundation brake components, including advancing mechanisms, as supplied with the axles, excluding friction material. 1 Year Unlimited Miles
Electrical System (Base Coverage)--1 Year/Unlimited Miles
Suspension System--2 Years/Unlimited Miles

WR 1.1.6 Extended Warranty

The Agency requires the following additional subsystems to be warranted to be free from Defects and Related Defects:

Exterior Paint (Base Coverage)--7 Years/Unlimited Miles
Structure/Body Integrity Against Corrosion (Base Coverage)--12 Years/500,000 Miles
Sub-Floor (Base Coverage)--12 Years/Unlimited Miles
Flooring (Rubber) (Base Coverage Includes Parts & Labor)--12 Years/Unlimited Miles
Flooring (Composite) (Base Coverage Includes Parts & Labor)--7 Years/Unlimited Miles
Body and Window Frames Against Leakage (Includes Parts & Labor)--7 Years/Unlimited Miles
Suspension System--2 Years/Unlimited Miles

WR 1.1.7 Serial Numbers

Upon delivery of each bus, the Supplier shall provide a complete electronic list of serialized units installed on each bus to facilitate warranty tracking. The list shall include, but is not limited to the following:

- engine
- transmission
- alternator
- starter
- A/C compressor and condenser/evaporator unit
- drive axle
- power steering unit
- fuel cylinders (if applicable)
- air compressor
- wheelchair ramp
- surveillance system

The Supplier shall provide updated serial numbers resulting from warranty campaigns. The format of the list shall be approved by the Agency prior to delivery of the first production bus. The Serial Number List shall be provided to the lead agency, purchasing agency, or designated representative.

WR 1.1.8 Extension of Warranty

If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, then the applicable warranty period shall be extended by the number of days equal to the delay period.

WR 1.2 Voiding of Warranty

The warranty shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident or repairs not conducted in accordance with the Supplier-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty also shall be void if the Agency fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Supplier's maintenance manuals and if that omission caused the part or component failure. The Agency shall maintain documentation, auditable by the Supplier, verifying service activities in conformance with the Supplier's maintenance manuals.

WR 1.3 Exceptions and Additions to Warranty

The warranty shall not apply to the following items:

- scheduled maintenance items
- normal wear-out items
- items furnished by the Agency

Should the Agency require the use of a specific product and has rejected the Supplier's request for an alternate product, then the standard Supplier warranty for that product shall be the only warranty provided to the Agency. This product will not be eligible under "Fleet Defects," below.

The Supplier shall not be required to provide warranty information for any warranty that is less than or equal to the warranty periods listed.

WR 1.3.1 Pass-Through Warranty

Should the Supplier elect to not administer warranty claims on certain components and wish to transfer this responsibility to the sub-suppliers, or to others, the Supplier shall request this waiver. The Supplier shall state in writing that the Agency's warranty reimbursements will not be impacted. The Supplier also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, the Supplier may request approval from the Agency to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the Agency. Otherwise, the Supplier shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of the Supplier. The Supplier will be responsible for settling all disputes with sub suppliers.

WR 1.3.2 Superior Warranty

The Supplier shall pass on to the Agency any warranty offered by a component Supplier that is superior to that required herein. The Supplier shall provide a list to the Agency noting the conditions and limitations of the Superior Warranty not later than the start of production. The Superior Warranty shall not be administered by the Supplier.

WR 1.4 Fleet Defects

WR 1.4.1 Occurrence and Remedy

A Fleet Defect is defined as cumulative failures of twenty-five (25) percent of the same components in the same or similar application in a minimum fleet size of twelve (12) or more buses where such items are covered by warranty. A Fleet Defect shall apply only to the base warranty period in sections entitled "Complete Bus," "Propulsion System" and "Major Subsystems." When a Fleet Defect is declared, the remaining warranty on that item/component stops. The warranty period does not restart until the Fleet Defect is corrected. The Supplier will notify the lead agency, or it's designee, of all warranty claims within the same production year for all buses purchased off this contract. The lead agency, or its designee, will determine when these warranty claim reports shall be furnished by the Supplier.

For the purpose of Fleet Defects, each option order shall be treated as a separate bus fleet. In addition, should there be a change in a major component within either the base order or an option order, the buses containing the new major component shall become a separate bus fleet for the purposes of Fleet Defects.

The Supplier shall correct a Fleet Defect under the warranty provisions defined in "Repair Procedures." After correcting the Defect, the Agency and the Supplier shall mutually agree to and the Supplier shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other buses and spare parts purchased under this Contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all the buses in the fleet via a mutually agreed- to arrangement. The Supplier shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. The Agency may immediately declare a Defect in design resulting in a safety hazard to be a Fleet Defect. The Supplier shall be responsible to furnish, install and replace all defective units. That information will be shared with all contract participants.

When it is determined that a field service representative is required onsite the Supplier will have 36 hours to have the representative in place. The field service representative must be capable of performing technical repairs onsite.

As a part of the corrective action pertaining to fleet defects the Supplier will be required to send their field representative to each property with buses built in the production year that is experiencing the defect.

WR 1.4.2 Exceptions to Fleet Defect Provisions

The Fleet Defect component warranty provisions shall not apply to Agency-supplied items, such as radios, fare collection equipment, communication systems and tires. Repair Procedures

WR 1.5 Repair Performance

The Supplier is responsible for all warranty-covered repair Work. To the extent practicable, the Agency will allow the Supplier or its designated representative to perform such Work. At its discretion, the Agency may perform such Work if it determines it needs to do so based on transit service or other requirements. Such Work shall be reimbursed by the Supplier.

WR 1.6 Repairs by the Supplier

If the Agency detects a Defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Supplier's designated representative. The Supplier or its designated representative shall, if requested, begin Work on warranty-covered repairs within five calendar days after receiving notification of a Defect from the Agency. The Agency shall make the bus available to complete repairs timely with the Supplier's repair schedule.

The Supplier shall provide at its own expense all spare parts, tools and space required to complete repairs. At the Agency's option, the Supplier may be required to remove the bus from the Agency's property while repairs are being effected. If the bus is removed from the Agency's property, then repair procedures must be diligently pursued by the Supplier's representative.

WR 1.7 Repairs by the Agency

WR 1.7.1 Parts Used

If the Agency performs the warranty-covered repairs, then it shall correct or repair the Defect and any Related Defects utilizing parts supplied by the Supplier specifically for this repair. At its discretion, the Agency may use Supplier-specified parts available from its own stock if deemed in its best interests.

WR 1.7.2 Supplier-Supplied Parts

The Agency may require that the Supplier supply parts for warranty-covered repairs being performed by the Agency. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to the Agency from any source selected by the Supplier within fourteen (14) days of receipt of the request for said parts and shall not be subject to an Agency handling charge.

WR 1.7.3 Defective Component Return

The Supplier may request that parts covered by the warranty be returned to the manufacturing plant. The freight costs for this action shall be paid by the Supplier. Materials should be returned in accordance with the procedures outlined in "Warranty Processing Procedures."

WR 1.7.4 Failure Analysis

The Supplier shall, upon specific request of the Agency, provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 60 days of the receipt of failed parts.

WR 1.7.5 Reimbursement for Labor and Other Related Costs

The Agency shall be reimbursed by the Supplier for labor. The amount shall be determined by the Agency for a qualified mechanic at a straight time wage rate of $125.00 per hour, which includes fringe benefits and overhead adjusted for the Agency's most recently published rate in effect at the time the Work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the Agency's service garage at the time the Defect correction is made.

WR 1.7.6 Reimbursement for Parts

The Agency shall be reimbursed by the Supplier for defective parts and for parts that must be replaced to correct the Defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus 15 percent handling costs. Handling costs shall not be paid if parts are supplied by the Supplier and shipped to the Agency.

WR 1.7.7 Reimbursement Requirements

The Supplier shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than thirty (30) days after the Agency submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than thirty (30) days from the date of acceptance of a valid claim. The Agency may dispute rejected claims or claims for which the Supplier did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

WR 1.8 Warranty after Replacement/Repairs

If any component, unit or subsystem is repaired, rebuilt or replaced by the Supplier or by the Agency with the concurrence of the Supplier, then the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if Supplier-provided or authorized parts are not used for the repair, unless the Supplier has failed to respond within five days, in accordance with "Repairs by the Supplier."

If an item is declared to be a Fleet Defect, then the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Supplier or on the date the Supplier provides all parts to the Agency.

Warranty Processing Procedures

The following list represents requirements by the Supplier to the Agency for processing warranty claims. One failure per bus per claim is allowed.

- bus number and VIN
- total vehicle life mileage at time of repair
- date of failure/repair
- acceptance/in-service date
- Supplier part number and description
- component serial number
- description of failure
- all costs associated with each failure/repair (invoices may be required for third-party costs):
    - towing
    - road calls
    - labor
    - materials
    - parts
    - handling
    - troubleshooting time

WR 1.9 Forms

The Agency's forms will be accepted by the Supplier if all of the above information is included. Electronic submittal must be made available between the Supplier and the Agency.

WR 1.10 Return of Parts

When returning defective parts to the Supplier, the Agency shall tag each part with the following:

- bus number and VIN
- claim number
- part number
- serial number (if available)

WR 1.11 Timeframe

Each claim must be submitted no more than forty five(45) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Supplier, when requested, no more than forty-five (45) days from the date of repair.

WR 1.12 Reimbursements

Reimbursements are to be transmitted to the reporting Authority

WR 1.13 Reporting

The Supplier shall provide warranty reporting on a periodic basis as determined by the ordering Transit Agency and as mutually agreed to by the Parties.

Section 5, Warranty Proposal

Solicitation Requirements:

Price Proposal

New Flyer Response:

Please refer to the following Base Bus Warranty Proposal for your review. Please note, Base Bus Warranty is priced *inside* the base bus price.

Please note, New Flyer's proposal is based upon providing pricing based on Florida tax requirements, hence no taxes have been included in the provided bus price. Tax will be adjusted depending on end user's tax requirements.

NEW FLYER OF AMERICA

CONTRACT DELIVERABLES LIST	Warranty
CUSTOMER NAME	Jacksonville Transit Authority
BID NUMBER	24-046
BUS MODEL	XD35,XD40 - Diesel Bus

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Base Bus Warranty	New Flyer of America	1	Unlimited	Excluding scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer of America	7	300,000	Body, and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier.
Chassis Structure (Integrity)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.
Chassis Structure (Corrosion)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken. The warranty shall be void if the Agency fails to conduct corrosion inspections and scheduled preventive maintenance procedures as specified in the Contractor's maintenance manuals. The Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.
Engine	Cummins	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Transmission	Allison	5	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Axle (Front and Rear)	MAN	5	300,000	Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	Thermo King	3	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer of America	1	Unlimited	Friction Material Excluded
Destination Signs	Luminator	6	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.

NEW FLYER OF AMERICA

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Door Systems	Vapor	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
Air Compressor	Cummins	2	Unlimited	
Wheelchair Ramp	New Flyer of America	3	Unlimited	
Electrical System	Parker	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
LED Headlights	J.W.Speaker	6	Unlimited	Warranty covers parts only after first year
Paint	Axalta	7	Unlimited	
Charge Air Cooler	EMP	3	150,000	
Passenger seats	American Seating	5	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Air Dryer	Graham White	2	Unlimited	
Fire Suppression System	Amerex	3	Unlimited	
Transmission Oil Cooler	Modine	2	Unlimited	
Handling (15%)	New Flyer of America	5	300,000	
Emission Control System	Cummins / New Flyer	5	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility for Cummins components. Warranty includes Particulate Filter, DEF Components and Aftertreatment devices which should be submitted direct to New Flyer.
Starter	New Flyer of America	2	Unlimited	
Alternator	EMP	2	Unlimited	
Hydraulic System	New Flyer of America	2	Unlimited	
Radiator	EMP	3	150,000	
Surge Tank	New Flyer of America	2	Unlimited	
Surveillance System (Digital Video Recording)	Apollo	2	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Fuel Storage & Delivery System	New Flyer of America	2	Unlimited	
Sub-Floor	Greenwood Products	12	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Rubber Floor Covering	Tarabus	12	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
LV Batteries	Odyssey	1	Unlimited	
Composite Flooring	Space Age	7	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Suspension System	New Flyer of America	2	Unlimited	

NEW FLYER OF AMERICA

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Body and Window Frames against Leakage	New Flyer of America	7	Unlimited	
Towing	New Flyer of America	0	Unlimited	
Road Call and Trouble Shooting	New Flyer of America	0	Unlimited	
Tires	New Flyer of America	2	24,000	New Flyer Industries Limited warrants the tires installed as original equipment on this vehicle only against defects in materials and workmanship which cause the vehicle to fail to comply with applicable U.S. and Canadian greenhouse gas emission limits ("Warrantable Emissions Failures"). This vehicle emissions limited express warranty relating to original equipment tires is valid for two (2) years or 24,000 miles whichever occurs first.
Greenhouse Gas Emissions-Related Warranty (Idle Reduction Systems)	New Flyer of America	5	100,000	Aluminum Wheels, Emissions-related warranty on Neutral-Idle or Start/Stop idle reduction systems, as defined by the U.S. EPA (not including Allison Standard FuelSense 2.0, Restricted Neutral-at-Stop (NAS), and "Auto-Neutral" functions)
LED Exterior Lights	New Flyer of America	12	Unlimited	Warranty covers parts only

NEW FLYER OF AMERICA

CONTRACT DELIVERABLES LIST	Warranty
CUSTOMER NAME	Jacksonville Transit Authority
BID NUMBER	24-046
BUS MODEL	XDE35,XDE40 -Diesel Hybrid

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Base Bus Warranty	New Flyer of America	1	Unlimited	Excluding scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer of America	7	300,000	Body, and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier.
Chassis Structure (Integrity)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.
Chassis Structure (Corrosion)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken. The warranty shall be void if the Agency fails to conduct corrosion inspections and scheduled preventive maintenance procedures as specified in the Contractor's maintenance manuals. The Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.
Engine	Cummins	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Hybrid Drive	Allison	5	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Axle (Front and Rear)	MAN	5	300,000	Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	Thermo King	3	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer of America	1	Unlimited	Friction Material Excluded
Destination Signs	Luminator	6	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Door Systems	Vapor	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
Air Compressor	Cummins	2	Unlimited	
Wheelchair Ramp	New Flyer of America	3	Unlimited	
Electrical System	Parker	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
LED Headlights	J.W.Speaker	6	Unlimited	Warranty covers parts only after first year

NEW FLYER OF AMERICA

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Paint	Axalta	7	Unlimited	
Charge Air Cooler	EMP	3	150,000	
Passenger seats	American Seating	5	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Air Dryer	Graham White	2	Unlimited	
Fire Suppression System	Amerex	3	Unlimited	
Transmission Oil Cooler	Modine	2	Unlimited	
Handling (15%)	New Flyer of America	5	300,000	
Emission Control System	Cummins / New Flyer	5	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility for Cummins components. Warranty includes Particulate Filter, DEF Components and Aftertreatment devices which should be submitted direct to New Flyer.
Starter	New Flyer of America	2	Unlimited	
Alternator	EMP	2	Unlimited	
Hydraulic System	New Flyer of America	2	Unlimited	
Radiator	EMP	3	150,000	
Surge Tank	New Flyer of America	2	Unlimited	
Surveillance System (Digital Video Recording)	Apollo	2	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Fuel Storage & Delivery System	New Flyer of America	2	Unlimited	
Sub-Floor	Greenwood Products	12	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Rubber Floor Covering	Altro	12	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
LV Batteries	Odyssey	1	Unlimited	
Composite Flooring	Space Age	7	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Body and Window Frames against Leakage	New Flyer of America	7	Unlimited	
Towing	New Flyer of America	Component Warranty Period	Unlimited	
Road Call and Trouble Shooting	New Flyer of America	Component Warranty Period	Unlimited	

NEW FLYER OF AMERICA

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Tires	New Flyer of America	2	24,000	New Flyer Industries Limited warrants the tires installed as original equipment on this vehicle only against defects in materials and workmanship which cause the vehicle to fail to comply with applicable U.S. and Canadian greenhouse gas emission limits ("Warrantable Emissions Failures"). This vehicle emissions limited express warranty relating to original equipment tires is valid for two (2) years or 24,000 miles whichever occurs first.
Greenhouse Gas Emissions-Related Warranty (Idle Reduction Systems)	New Flyer of America	5	100,000	Aluminum Wheels, Emissions-related warranty on Neutral-Idle or Start/Stop idle reduction systems, as defined by the U.S. EPA (not including Allison Standard FuelSense 2.0, Restricted Neutral-at-Stop (NAS), and "Auto-Neutral" functions)
Suspension System	New Flyer of America	2	Unlimited	
LED Exterior Lights	New Flyer of America	12	Unlimited	Warranty covers parts only

NEW FLYER OF AMERICA

CONTRACT DELIVERABLES LIST	Warranty
CUSTOMER NAME	Jacksonville Transit Authority
BID NUMBER	24-046
BUS MODEL	XDE35,XDE40 Diesel Hybrid BAE

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Base Bus Warranty	New Flyer of America	1	Unlimited	Excluding scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer of America	7	300,000	Body, and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier.
Chassis Structure (Integrity)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.
Chassis Structure (Corrosion)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken. The warranty shall be void if the Agency fails to conduct corrosion inspections and scheduled preventive maintenance procedures as specified in the Contractor's maintenance manuals. The Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.
Engine	Cummins	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Hybrid Drive	BAE	5	300,000	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Axle (Front and Rear)	MAN	5	300,000	Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	Thermo King	3	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer of America	1	Unlimited	Friction Material Excluded
Destination Signs	Luminator	6	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Door Systems	Vapor	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
Air Compressor	Cummins	2	Unlimited	
Wheelchair Ramp	New Flyer of America	3	Unlimited	
Electrical System	Parker	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
LED Headlights	J.W.Speaker	6	Unlimited	Warranty covers parts only after first year

NEW FLYER OF AMERICA

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Paint	Axalta	7	Unlimited	
Charge Air Cooler	EMP	3	150,000	
Passenger seats	American Seating	5	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Air Dryer	Graham White	2	Unlimited	
Fire Suppression System	Amerex	3	Unlimited	
Transmission Oil Cooler	Modine	2	Unlimited	
Handling (15%)	New Flyer of America	5	300,000	
Emission Control System	Cummins / New Flyer	5	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility for Cummins components. Warranty includes Particulate Filter, DEF Components and Aftertreatment devices which should be submitted direct to New Flyer.
Starter	New Flyer of America	2	Unlimited	
Alternator	EMP	2	Unlimited	
Hydraulic System	New Flyer of America	2	Unlimited	
Radiator	EMP	3	150,000	
Surge Tank	New Flyer of America	2	Unlimited	
Surveillance System (Digital Video Recording)	Apollo	2	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Fuel Storage & Delivery System	New Flyer of America	2	Unlimited	
Sub-Floor	Greenwood Products	12	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Rubber Floor Covering	Altro	12	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
LV Batteries	Odyssey	1	Unlimited	
Composite Flooring	Space Age	7	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Body and Window Frames against Leakage	New Flyer of America	7	Unlimited	
Towing	New Flyer of America	Component Warranty Period	Unlimited	
Road Call and Trouble Shooting	New Flyer of America	Component Warranty Period	Unlimited	
Tires	New Flyer of America	2	24,000	New Flyer Industries Limited warrants the tires installed as original equipment on this vehicle only against defects in materials and workmanship which cause the vehicle to fail to comply with applicable U.S. and Canadian greenhouse gas emission limits ("Warrantable Emissions Failures"). This vehicle emissions limited express warranty relating to original equipment tires is valid for two (2) years or 24,000 miles whichever occurs first.

NEW FLYER OF AMERICA

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Greenhouse Gas Emissions-Related Warranty (Idle Reduction Systems)	New Flyer of America	5	100,000	Aluminum Wheels, Emissions-related warranty on Neutral-Idle or Start/Stop idle reduction systems, as defined by the U.S. EPA (not including Allison Standard FuelSense 2.0, Restricted Neutral-at-Stop (NAS), and "Auto-Neutral" functions)
Suspension System	New Flyer of America	2	Unlimited	
LED Exterior Lights	New Flyer of America	12	Unlimited	Warranty covers parts only

NEW FLYER OF AMERICA

CUSTOMER NAME	Jacksonville Transit Authority
BID NUMBER	24-046
BUS MODEL	XN35,XN40 CNG Buses

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Base Bus Warranty	New Flyer of America	1	Unlimited	Excluding scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer of America	7	300,000	Body, and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier.
Chassis Structure (Integrity)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.
Chassis Structure (Corrosion)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken. The warranty shall be void if the Agency fails to conduct corrosion inspections and scheduled preventive maintenance procedures as specified in the Contractor's maintenance manuals. The Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.
Engine	Cummins	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Transmission	Allison	5	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Axle (Front and Rear)	MAN	5	300,000	Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	Thermo King	3	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer of America	1	Unlimited	Friction Material Excluded
Destination Signs	Luminator	6	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Door Systems	Vapor	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
Air Compressor	Cummins	2	Unlimited	
Wheelchair Ramp	New Flyer of America	3	Unlimited	
Electrical System	Parker	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
LED Headlights	J.W.Speaker	6	Unlimited	Warranty covers parts only after first year
Paint	Axalta	7	Unlimited	

NEW FLYER OF AMERICA

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Charge Air Cooler	EMP	3	150,000	
Passenger seats	American Seating	5	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Air Dryer	Graham White	2	Unlimited	
Fire Suppression System	Amerex	3	Unlimited	
Transmission Oil Cooler	Modine	2	Unlimited	
Handling (15%)	New Flyer of America	5	300,000	
Emission Control System	Cummins / New Flyer	5	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility for Cummins components. Warranty includes Particulate Filter, DEF Components and Aftertreatment devices which should be submitted direct to New Flyer.
Starter	New Flyer of America	2	Unlimited	
Alternator	EMP	2	Unlimited	
Hydraulic System	New Flyer of America	2	Unlimited	
Radiator	EMP	3	150,000	
Surge Tank	New Flyer of America	2	Unlimited	
Surveillance System (Digital Video Recording)	Apollo	2	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Fuel Storage & Delivery System	New Flyer of America	2	Unlimited	
Sub-Floor	Greenwood Products	12	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Rubber Floor Covering	Tarabus	12	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
LV Batteries	Odyssey	1	Unlimited	
Composite Flooring	Space Age	7	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Body and Window Frames against Leakage	New Flyer of America	7	Unlimited	
Towing	New Flyer of America	Component Warranty Period	Unlimited	
Road Call and Trouble Shooting	New Flyer of America	Component Warranty Period	Unlimited	
Tires	New Flyer of America	2	24,000	New Flyer Industries Limited warrants the tires installed as original equipment on this vehicle only against defects in materials and workmanship which cause the vehicle to fail to comply with applicable U.S. and Canadian greenhouse gas emission limits ("Warrantable Emissions Failures"). This vehicle emissions limited express warranty relating to original equipment tires is valid for two (2) years or 24,000 miles whichever occurs first.

NEW FLYER OF AMERICA

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Greenhouse Gas Emissions-Related Warrant	New Flyer of America	5	100,000	Aluminum Wheels, Emissions-related warranty on Neutral-Idle or Start/Stop idle reduction systems, as defined by the U.S. EPA (not including Allison Standard FuelSense 2.0, Restricted Neutral-at-Stop (NAS), and "Auto-Neutral" functions)
Suspension System	New Flyer of America	2	Unlimited	
LED Exterior Lights	New Flyer of America	12	Unlimited	Warranty covers parts only

NEW FLYER OF AMERICA

CUSTOMER NAME	Jacksonville Transit Authority
BID NUMBER	24-046
BUS MODEL	XN60

MAJOR COMPONENT DESCRIPTION				
Base Bus Warranty	New Flyer of America	1	Unlimited	Excluding scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer of America	7	300,000	Body, and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier.
Chassis Structure (Integrity)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.
Chassis Structure (Corrosion)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken. The warranty shall be void if the Agency fails to conduct corrosion inspections and scheduled preventive maintenance procedures as specified in the Contractor's maintenance manuals. The Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.
Engine	Cummins	2	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Transmission	Allison	5	Unlimited	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Axle (Front and Rear)	MAN	5	300,000	Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	Thermo King	3	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer of America	1	Unlimited	Friction Material Excluded
Destination Signs	Luminator	6	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Door Systems	Vapor	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
Air Compressor	Cummins	2	Unlimited	
Wheelchair Ramp	New Flyer of America	3	Unlimited	
Electrical System	Parker	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
LED Headlights	J.W.Speaker	6	Unlimited	Warranty covers parts only after first year
Paint	Axalta	7	Unlimited	
Charge Air Cooler	EMP	3	150,000	
Passenger seats	American Seating	5	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.

NEW FLYER OF AMERICA

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Air Dryer	Graham White	2	Unlimited	
Fire Suppression System	Amerex	3	Unlimited	
Transmission Oil Cooler	Moding	2	Unlimited	
Handling (15%)	New Flyer of America	5	300,000	
Emission Control System	Cummins / New Flyer	5	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility for Cummins components. Warranty includes Particulate Filter, DEF Components and Aftertreatment devices which should be submitted direct to New Flyer.
Starter	New Flyer of America	2	Unlimited	
Alternator	EMP	2	Unlimited	
Hydraulic System	New Flyer of America	2	Unlimited	
Radiator	EMP	3	150,000	
Surge Tank	New Flyer of America	2	Unlimited	
Surveillance System (Digital Video Recording	Apollo	2	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Fuel Storage & Delivery System	New Flyer of America	2	Unlimited	
Sub-Floor	Greenwood Products	12	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Rubber Floor Covering	Altro	12	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
LV Batteries	Odyssey	1	Unlimited	
Composite Flooring	Space Age	7	Unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Body and Window Frames against Leakage	New Flyer of America	7	Unlimited	
Towing	New Flyer of America	Component Warranty Period	Unlimited	
Road Call and Trouble Shooting	New Flyer of America	Component Warranty Period	Unlimited	
Tires	New Flyer of America	2	24,000	New Flyer Industries Limited warrants the tires installed as original equipment on this vehicle only against defects in materials and workmanship which cause the vehicle to fail to comply with applicable U.S. and Canadian greenhouse gas emission limits ("Warrantable Emissions Failures"). This vehicle emissions limited express warranty relating to original equipment tires is valid for two (2) years or 24,000 miles whichever occurs first.
Greenhouse Gas Emissions-Related Warrant	New Flyer of America	5	100,000	Aluminum Wheels, Emissions-related warranty on Neutral-Idle or Start/Stop idle reduction systems, as defined by the U.S. EPA (not including Allison Standard FuelSense 2.0, Restricted Neutral-at-Stop (NAS), and "Auto-Neutral" functions)
Articulated Joint	ATG	1	Unlimited	
Center Axle	ZF	5	300,000	Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.

NEW FLYER OF AMERICA

MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Suspension System	New Flyer of America	2	Unlimited	
LED Exterior Lights	New Flyer of America	12	Unlimited	Warranty covers parts only

EXHIBIT B:
REQUEST FOR PROPOSALS FOR HEAVY DUTY BUSES



REQUEST FOR PROPOSAL FOR:

State of Florida Heavy Duty Buses

PROPOSAL SUBMISSION DATE:

Friday, April 5, 2024 @ 2:00 PM (EDT)

RFP #: **P-23-030**

JACKSONVILLE TRANSPORTATION AUTHORITY
100 La Villa Center Drive, Jacksonville, Florida 32204

JACKSONVILLE TRANSPORTATION AUTHORITY (JTA)

REQUEST FOR PROPOSALS (RFP)

FOR

STATE OF FLORIDA HEAVY DUTY TRANSIT BUS PROCUREMENT

PROPOSAL SUBMISSION DATE:

FRIDAY, April 5, 2024 BY 2:00 PM (EST)

RFP NUMBER: P-23-030

Jacksonville Transportation Authority
100 LaVilla Center Drive
Jacksonville, FL 32204

JACKSONVILLE TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSALS

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JACKSONVILLE TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSAL NUMBER P-23-030

SUBJECT: STATE OF FLORIDA HEAVY DUTY TRANSIT BUS PROCUREMENT

PROPOSAL CLOSING: March 8, 2024, 2:00 PM (EST)

SECTION I – NOTICE FOR PUBLICATION

The Jacksonville Transportation Authority ("JTA") hereby requests sealed Proposals for P-23-030 State of Florida Heavy Duty Transit Bus Procurement on behalf of State agencies. The Jacksonville Transportation Authority ("JTA or Authority") has been designated as the lead agency for this solicitation on behalf of transit agencies within the State of Florida and those outside of the State that may have an interest in utilizing this solicitation and resulting Contract(s) for their rolling stock procurement.

The Jacksonville Transportation Authority is seeking contracts with Proposers to be fully responsible for the sourcing and delivery of various buses for agencies across the State of Florida and the Continental United States that desire to participate.

Sealed Proposals will be received by the Authority, until the above-stated Proposal Closing date and time on the JTA Bonfire Procurement Portal at https:// jtafla.bonfirehub.com.

The complete Solicitation package will be available **January 30, 2024** and may be obtained by visiting https:// jtafla.bonfirehub.com. A complete examination and understanding of information contained in the Solicitation package is necessary in order for the Proposer(s) to properly submit a Proposal. The Solicitation package also includes a detailed set of Instructions to Proposers. All Proposals shall be prepared in accordance with the Instructions to Proposers. The failure to comply with any requirement contained in the Solicitation may result in the rejection of the Proposal as non-responsive or a finding that the Proposer is not qualified.

Proposals must be uploaded to the JTA Bonfire Procurement Portal by the date and time identified in this solicitation. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission. Late proposals will not be accepted and the JTA Bonfire Procurement Portal will not accept submissions past the date and time of closing/opening.

Disadvantaged Business Enterprise (DBE). All Proposers are hereby notified that the DBE requirements of 49 CFR Part 26 **apply** to this Solicitation. There is no DBE participation goal for this solicitation**.** It is the policy of the Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this Contract. The Authority encourages participation by all firms qualifying under this Solicitation, regardless of business size or ownership.

The resulting contract, if any, will be subject to contract compliance payment tracking, and the prime contractor and any DBE subcontractors shall provide any noted and/or requested contract compliance-related payment data electronically in the B2GNow Contract Compliance Program System. The prime contractor and all DBE subcontractors are responsible for responding by any noted response audit date or due date to any instructions or request for information, and to check the B2GNow Contract Compliance Program System on a regular basis. The prime contractor is

responsible for ensuring all DBE subcontractors have completed all requested items and that their contact information is up to date.

Access information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract. The B2GNow Contract Compliance Program System is web-based and Contract Compliance Reporting – Vendor Training and can be accessed at the following Internet address:

https:// jtafla.dbesystem.com/FrontEnd/EventList.asp

SUMMARY OF KEY DATES

Proposed Timeline	Date
Pre-Proposal Meeting	Friday, February 9, 2024 @ 2:00 PM(EST)
Deadline for Questions	Thursday, February 29, 2024 @ 12:00 PM (EST)
Response to Questions in Addendum	Monday, March 4, 2024 @ 5:00 PM (EST)
Proposal Closing Date	**Friday, April 5, 2024 @ 2:00 PM (EST)**
Issue Notice of Intent to Award	Tuesday, Aptil 16, 2024
Complete Contract Negotiations & Execution	Thursday, May 23, 2024

Type of Procurement. Request for Proposals

Contract Type. Indefinite Delivery-Indefinite Quantity (IDIQ)

Contract Term. The Contract period shall be for five (5) years with no options to renew.

Basis of Award. (Best Value Method)

a. This is a "best value" competitive source selection. Award will be made to the prospective Proposer who is deemed responsible in accordance with the JTA; possesses the management, financial, technical capabilities necessary to fulfill the requirements of the contract; whose proposal conforms to solicitation requirements; and is judged by an integrated assessment of the evaluation criteria to be most advantageous to the JTA, price and other factors considered. This will be determined by comparing differences in the value of the evaluation criteria including quality, and business management features with differences in cost to the JTA. In making this comparison the JTA is determining an award with obtaining superior technical or business management features versus making an award at the lowest overall cost. However, the JTA will not make an award at a significantly higher overall cost to achieve slightly superior technical or management features. Cost is not expected to be the controlling factor in the selection of a contractor for this solicitation. The degree of importance of cost as a factor could become greater depending on the parity of the offers for the other evaluation criteria.

b. Prospective Proposers are advised that award may be made without discussions or any contact with the Proposers concerning the offers received except for clarifications. Therefore, proposals should be submitted initially with the most favorable terms the prospective Proposer can submit to the JTA through the JTA Bonfire Procurement Portal.

c. Price evaluation will be based on the total cost for all requirements which will be based on "Fixed Unit Prices (Rates)."

d. The technical items will be evaluated by weighted averages along with Proposer Qualifications. The JTA intends to select the Proposer based on its offering the best package of approach, technical proficiency, and economy (not in this specific order).

The JTA reserves the right to waive any irregularity in any Proposal, to request clarification of any Proposal, to request additional information from any Proposer, to reject any or all Proposals, in whole or in part, and to re-advertise, cancel, or postpone the Solicitation, at any time, with or without cause, without liability to any Proposer. The JTA also reserves the right to take into consideration the Proposer's qualifications and past performance with the JTA or any other transit entity in determining if the Proposer is responsible and qualified.

Firm Price and Price Escalation or De-Escalation. If a Contract is awarded, all prices are to remain firm for a period of one (1) year from the effective date of the contract. The JTA will consider price escalation or de-escalation prior to the annual anniversary date of the contract. Escalation and de-escalation will be reviewed by the JTA on an item-by-item basis. Proposers who are awarded a Contract and become Suppliers, Contractors or Consultants may request increases or decreases in price as follows:

Within at least ninety (90) days prior to the annual anniversary of the contract, the Proposer may submit a written request for escalation or de-escalation only on items for which it can no longer honor the awarded price. The request must include the item number, if applicable, a brief description of the item, and a new price that will remain firm until the next anniversary date of the contract term.

The JTA reserves the right to:

1. Grant or decline any request for escalation or de-escalation with or without cause.

2. Request documentation from the referenced parts manufacturer justifying any requested increase. In the event of such request, the Authority will only allow the Proposer to increase its Proposal price by the amount of the actual increase as provided by the parts manufacturer.

3. The justification for the increase shall be based on an average of the previous twelve (12) months of the overall Producer Price Index (PPI) Series ID: WPU1413, Truck and Bus Bodies and will be capped at four and one-half percent (4.5%).

Any decision of the JTA to grant or decline a request for price adjustment will be at the JTA's sole discretion and its decision shall be final. Annual rate adjustments for services will be at the discretion of the JTA.

Minimum Responsibility Requirements. Proposers must be in good standing and authorized to transact business in the State of Florida and must not be listed in the System for Award Management (SAM) as an excluded party. In addition, all licenses required for Proposers whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation (SunBiz) must be active and current at the time of the proposal submission. Failed to demonstrate compliance may result in being deemed non-responsible.

Insurance. Specific insurance requirements are set forth in the Solicitation package. Insurance shall be written by an insurer who holds a current Certificate of Authority pursuant to Chapter 624, Florida Statutes, and who has a most recently published rating by A.M. Best & Company of "A" or better. **Pre-Proposal Meeting.** Attendance at the Pre-Proposal Meeting is strongly encouraged. The Pre-Proposal Meeting will be conducted Friday, February 9, 2024 at 3:00 pm (EST) at the following Webex location:

Join from the meeting link
https://jtafla.webex.com/jtafla/j.php?MTID=m9d11a1732affb1e597050ae439292616

Join by meeting number
https://jtafla.webex.com/jtafla/j.php?MTID=m9d11a1732affb1e597050ae439292616

Join by meeting number
Meeting number (access code): 2344 006 9050
Meeting password: DzJPJYYr929

Tap to join from a mobile device (attendees only)
+1-415-655-0002,,23440069050## United States Toll

Join by phone
+1-415-655-0002 United States Toll
Global call-in numbers

Join from a video system or application
Dial 23440069050@jtafla.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Questions and Answers. All questions or concerns regarding this solicitation must be submitted on the JTA Bonfire Procurement Portal under the "Messages" tab for this Solicitation **prior to 12:00 PM (EST) on Thursday, February 15, 2024**. Late questions may be answered at the sole discretion of the JTA. All responses to questions will be uploaded to the Portal and issued in an Addendum on Monday, February 19, 2024 on the JTA Bonfire Procurement Portal.

Cone of Silence. From the date of the initial publication of this Solicitation until the contract is awarded and the protest period has expired, all communication relating to this Solicitation, with the exception of Disadvantaged Business Enterprise (DBE) related questions, shall be sent to JTAJTA:

Pamela Lee
Contract Administrator I
E-Mail: procurement@jtafla.com
904-632-5227

Heather Obora
Chief Procurement Officer/AVP – Finance

904-630-3136

All DBE questions shall be addressed to Ken Middleton at DBE1@JTAfla.com or 904-598-8728. This includes questions related to certification or assistance with finding certified DBEs to partner with.

If you are not sure who to send a question to, please send it to procurement@JTAfla.com and it will be forwarded to the appropriate personnel.

All other communication to the JTA or any JTA employee, Supplier, or Board Member regarding this Solicitation is prohibited, unless made in accordance with JTA's Solicitation and Award Protest Rule. The JTA Board of Directors has established a zero-tolerance policy and the JTA will disqualify any Proposer who makes or causes to be made, directly or indirectly, any improper

communication. Nothing contained in this paragraph prohibits JTA personnel from initiating contact with a Proposer and subsequent communication related thereto for the purpose of obtaining additional information that is relevant to the Solicitation.

Proposers are hereby notified that the JTA is subject to the Florida Public Records Law and the Government in the Sunshine Act, as set forth in Florida Statutes Chapters 119 and 286; as such, most communications to the JTA are subject to public disclosure, and the selection meeting(s), if any, will be open to the public.

All JTA contracts are subject to funding availability and are not binding until duly executed by the JTA and delivered to the Proposer.

SECTION II
INSTRUCTIONS TO PROPOSERS

1. **INTRODUCTION.** The Jacksonville Transportation Authority (the "Authority" or "JTA") is a public body politic and corporate agency of the State ofFlorida created under chapter 349, as amended, Florida statutes. The Authority is a transit and transportation facilities provider in North Florida, constructing and improving roadways as well as constructing, equipping and operating transit services. The Authority operates in Duval County, Florida (the "County"), including in the City of Jacksonville, Florida (the "City") and surrounding areas. The JTA is the lead agency on behalf of the Florida Public Transportation Association for this solicitation.

2. **SOLICITATION TERMINOLOGY.** The term Solicitation includes all documents that are included or referenced in the Solicitation package, including without limitation, the Request for Proposals, Instructions to Proposers, Specifications, Scope of Work/Services/Products, Special Conditions, Insurance Requirements, Contract Form, General Conditions, Required Clauses for Federally Assisted Contracts, Required Forms and Certifications. The terms Proposer and Vendor may be used interchangeably.

3. **PROPOSER'S OFFICIAL RECEIPT OF SOLICITATION DOCUMENTS.** The Proposer must request and receive the complete Solicitation package directly from the Authority. If you submit a Proposal and you do not receive the Solicitation documents directly from the Authority, there is a serious risk that you will not be kept informed of Addenda and, therefore, your Proposal may be deemed non-responsive.

4. **PROPOSAL DELIVERY AND OPENING.** Proposals must be uploaded, submitted, and finalized by the due date, at the location identified in the Notice for Publication (the "Notice"), or as amended in an Addendum. No additional promotional or advertising information will be accepted. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the submission deadline to begin the uploading process and to finalize your submission. The Bonfire Portal will not allow the acceptance of late proposals. Facsimile, electronic mail and in-person deliveries will not be accepted. The JTA is the official timekeeper and the JTA's determination of the time shall be deemed correct and final.

   Pursuant to Article 1, Section 24 of the Florida Constitution and under Chapter 119, Florida Statutes, if a Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to applicable State of Florida laws, the Respondent must provide JTA with a separate "REDACTED COPY" of its response. This redacted copy shall be submitted, on the JTA Bonfire Procurement Portal, and shall be clearly titled "REDACTED COPY" at the same time the Bidder submits its response to the solicitation. An entire proposal or the proposed cost in a proposal cannot be identified as "CONFIDENTIAL", "PROPRIETARY" or "TRADE SECRET". The Respondent must provide a brief description of the grounds for claiming exemption from public records law, including the specific statutory citation for such exemption that allows the withholding on the required form "Certification of Redacted Copy".

   Facsimile and electronic transmissions will not be accepted. Late Proposals are not able to be accepted through the Bonfire Portal. Any responses that are delivered in person will not be accepted. The JTA is the official timekeeper and the JTA's determination of the time shall be deemed correct and final.

   The Proposal should contain a cover page containing the following information:

   - Name of a single point of contact
   - Business name
   - Address
   - Phone number
   - E-Mail address
   - RFP No. and Title

5. **PROPOSAL ADDENDA.** The Authority may respond to questions, or it may clarify or change any part of this Solicitation by issuing an Addendum. By submitting a Proposal, each Proposer consents to the content of all Addenda, whether or not received by the Proposer. **Proposals must include the written acknowledgment of all Addenda that is contained in Section VII.** The Solicitation may only be modified or clarified by Addenda and no verbal or informal writing that attempts to modify or interpret the Solicitation will be binding upon the JTA.

6. **PROPOSER REVIEW OF SOLICITATION AND CONTRACT DOCUMENTS.** By submitting a Proposal, the Proposer represents that it has fully informed itself as to: (i) the conditions to be encountered; (ii) the character, quality, and quantities of work to be performed; (iii) the goods and materials to be furnished; and (iv) all of the requirements of the Solicitation and Contract documents, including the plans, specifications, and the labor and security conditions under which the Contract is to be performed. The Proposer shall not be relieved of its obligation to furnish all goods, materials, equipment, labor, and services necessary to complete the Contract by reason of having failed to inform itself with respect to those matters. If this acquisition is related to a project in which conditions, specifications, and/or plans have been issued, those documents, where applicable, are incorporated herein. The JTA does not guarantee the accuracy of any information that may have been provided in connection with the Solicitation and if this is a lump sum Contract, the JTA does not assume any responsibility for determining the quantities required.

7. **QUALIFICATIONS AND REFERENCES.** The JTA reserves the right to request any additional information it deems necessary regarding the Proposer's previous experience and qualifications, and the JTA may also consider any evidence available to it regarding the financial, technical, and other qualifications and abilities of the Proposer. The Proposer shall provide any additional information requested within forty-eight (48) hours of such request.

8. **NON-RESPONSIVE PROPOSALS MAY BE REJECTED.** The failure to comply with any requirement contained in the Notice, Instructions to Proposers, Required Forms, and/or other Solicitation documents may result in the rejection of the Proposal as non- responsive.

9. **RESERVATION OF RIGHTS IN THE SOLICITATION PROCESS.** The Authority reserves all rights it is entitled to under the law, including the right to:
   - reject any or all Proposals and to cancel or postpone the Solicitation, in whole or in part, for any reason, without liability;
   - issue subsequent or concurrent Solicitation(s) for the work/services described herein;
   - perform background checks, reference checks, and consider any information the Authority deems pertinent to the Solicitation;
   - request additional copies of the Proposal from the Proposer, at no cost to the Authority; and
   - request additional or omitted information and seek clarifications of any Proposal.

10. **REQUIRED FORMS.** Proposers shall complete and return all Forms required by Section VII. The Forms must be submitted using the exact Forms provided and must be signed by an authorized representative of the Proposer. Any alteration of the Forms or failure to submit required Forms may cause the Proposal to be rejected as non-responsive.

The Forms cannot be marked "N/A" and returned as an effort to comply with the requirements. These Forms MUST be completed, signed, and returned with your Proposal. The burden is on

each Proposer to know of and submit all required Forms with Proposal submittals. If the Authority determines that a Proposer has failed to return completed Form(s), and/or has failed to sign all required Form(s), the Proposal may be rejected as non-responsive.

11. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS. The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- Federal Motor Vehicle Safety Standards (FMVSS): The 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 contracted buses will not be subject to FMVSS regulations.
- If JTA cannot complete a post-delivery audit because JTA or the Procuring Agency cannot certify Buy America compliance or that the coaches meet the purchaser's requirements specified in this contract, the coaches may be rejected and final acceptance by the Procuring Agency will not be required. JTA may exercise any legal rights it has under the contract or law.
- Contract is subject to the pre-award and post-award delivery requirements of 49 CFR Part 663.

12. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM. It is the official policy of the U.S. Department of Transportation (DOT) and the Authority that Disadvantaged Business Enterprises (DBEs) have a level playing field on which to participate in the performance of all contracts. This Contract is subject to the requirements of Title 49 Code of Federal Regulations, Part 26.

The Supplier and its subcontractors shall not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status in the performance of this Contract. The Supplier shall carry out applicable requirements of the DBE Program in the award and administration of the work associated with this Contract.

Participation Goals. If a DBE participation goal has been established for the Contract, Proposers must meet one (1) of the following criteria to be considered for the Contract:

(a) Achieve the DBE participation goal as specified below;
OR
(b) Submit documentation detailing its good faith efforts.

If a DBE participation goal has not been established for this project, Proposers are encouraged to make every attempt to secure a level of DBE participation that contributes toward the

achievement of Authority's overall DBE goal of 27%. When a goal has been established, the failure of the Proposer to either meet the participation goal or submit satisfactory evidence of good faith efforts may result in the Proposal being rejected as non-responsive.

( ) **DBE Goal Established For The Contract**: The Proposer shall make a good faith effort to subcontract **Zero Percent (0%)** of the dollar value of the total annual aggregate amount of the Contract as set forth in the Notice, to certified DBE subcontractors (race conscious). Contracted Proposers shall submit reports, on forms provided or approved by the Authority: (1) with each invoice, indicating the amount of the progress payment due to DBE firms; and (2) quarterly and annual reports indicating the total aggregate amounts paid by the Authority to the Proposer for each work or Purchase Order, and the amount and percentages of those payments which have been paid to individually identified DBE firms.

OR

(X) **No DBE Goal Established For The Contract**: Proposers are encouraged to make every attempt to obtain participation of certified DBEs and other small businesses in the completion of the Contract (race neutral).

Documenting Goal Initiatives. DBE forms will be used to document the Proposer's achievement of the established DBE goal for the Contract or, if no goal is specified, information on DBE participation. DBE forms shall be as complete and accurate as possible and shall include all required information. Failure to comply with these requirements may be cause for rejection of the Proposal. A Proposer who does not meet the stated DBE goals, where assigned, must also submit Good Faith Effort documentation as part of its Proposal (see the "Good Faith Efforts" section listed below). Proposers who do not address these requirements may be deemed non-responsive.

Determining Compliance with DBE Requirements for Contracts with a DBE Goal - Forms. Each Proposer must acknowledge its commitment to achieving the DBE participation goals set by the Authority. There are several required forms that must be submitted as part of the Solicitation process, which support this requirement:

- Schedule of Subsuppliers/Contractors Form - Identifies those subcontractors/suppliers whom the Proposer will utilize on the Contract, including the certified DBE businesses, and the scope and relative value (expressed as a percentage) of work to be performed by each subcontractor.
- Proposer's List - Lists all potential subcontractors/suppliers contacted by the Proposer for the Contract.
- Intent to Perform as a DBE - Submitted for each DBE subcontractor/supplier, outlining the dollar value of the work to be performed.

If the Proposer is awarded a Contract with the Authority, it must enter into formal written agreement with the DBEs identified in its *Schedule of Subsuppliers/Subcontractors Form* in accordance with the assignments identified and outlined in the *Intent to Perform as a DBE*.

If the selected Proposer is a certified DBE and intends to perform a portion of the work with its own forces, the Proposer shall identify the responsibilities it intends to perform by type and by percentage of work to be done. In order for the work to be counted towards the DBE goal assigned to the project, the Proposer must perform the work as specified and may not delegate or contract the specified responsibilities to other entities.

Participation Goals. Proposers are encouraged to make every attempt to secure a level of DBE participation that contributes toward the achievement of Authority's overall DBE goal of 27% although not required for this solicitation.

If the Proposer is awarded a Contract with the Authority, it must enter into formal written agreement with the DBEs identified in its *Schedule of Subsuppliers/Subcontractors Form* in accordance with the assignments identified and outlined in the *Intent to Perform as a DBE*.

If the selected Proposer is a certified DBE and intends to perform a portion of the work with its own forces, the Proposer shall identify the responsibilities it intends to perform by type and by percentage of work to be done. In order for the work to be counted towards the DBE goal assigned to the project, the Proposer must perform the work as specified and may not delegate or contract the specified responsibilities to other entities.

Certification. ALL PROPOSED DBEs MUST BE CERTIFIED BY THE FLORIDA UNIFORM CERTIFICATION PROGRAM (UCP) AT THE TIME OF SUBMISSION OF THE PROPOSAL. If a subcontractor/supplier is not certified by the aforementioned certification program at the time of submission, the Proposer can neither report the non-certified business' participation, nor include that company's dollar value of work towards any established DBE goals. Applications for certification may be obtained from the Authority directly or from the Authority's website at www.JTAfla.com. The Proposer shall fully comply with all requests for additional documentation. In determining an applicant's eligibility for DBE status, the Authority will generally rely upon the Federal Certification Process, as described in 49 CFR Part 26. In addition, as a member of the Unified Certification Program (UCP) within the state of Florida, where FDOT is the host agency, the Authority will accept DBEs certified by FDOT and may, on a case-by-case basis, accept a DBE certification decision made by another UCP or non-Florida Department of Transportation.

Good Faith Efforts. Any Proposer who is unable to meet the requested DBE participation goal, where established, is required to include, as part of its Proposal, Good Faith Effort documentation detailing the attempts made to secure DBE participation. An important component in evaluating a Proposer's good faith efforts is the number of qualified DBEs expressing an interest in performing work under the Contract. When there is limited availability of such firms, a Proposer cannot reject a DBE as unqualified unless the Proposer has sound reasons to do so, as determined by a thorough investigation of the DBE's capabilities.

The extent and type of actions required for a Proposer to meet the good faith effort requirement may vary depending upon such factors as industry practice, time available for submitting a Proposal, and the type of agreement involved. See Appendix A to 49 CFR Part 26 for additional information. The following list, which is neither exclusive nor exhaustive, provides examples of the actions and activities which would be considered good faith efforts on the part of a Proposer attempting to meet the prescribed DBE goal:

a) Attending planned pre-proposal meetings scheduled by the Authority to review resources, such as certified DBE vendor lists, and to discuss, among other things, DBE participation opportunities;

b) Advertising in general circulation, trade association, and minority/women-focused media concerning subcontracting opportunities;

c) Soliciting the interest of a reasonable number of DBEs through written notices, and allowing an adequate amount of time for response and inquiry from interested parties;

d) Contacting prospective DBE participants, in response to initial Solicitations to assess level of interest;

e) Utilizing subcontracting arrangements and other techniques to structure the project in a manner designed to increase the likelihood of participation of DBE firms;

f) Providing interested DBEs with adequate information about the plans, specifications, scope of work, and requirements of the Contract;

g) Discussing with interested DBEs the required capabilities of the project and performing a thorough investigation of the DBE's qualifications to determine inherent competencies;

h) Using good business judgment to negotiate in good faith with interested DBEs regarding price, and reviewing all reasonable quotes from interested DBE businesses;

i) Assisting interested DBEs in obtaining bonding, lines of credit, insurance, and other guarantees required by the Authority and/or the Proposer;

j) Supporting interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance and services; and

k) Effectively utilizing the services of various community and professional organizations to aid in identifying qualified DBEs. These organizations include but are not limited to minority and women-based community organizations; chambers of commerce; contractor groups; local, state, and federal business assistance offices; the Authority; and other organizations that provide assistance in the identification of DBEs.

These efforts are active steps, ones that may significantly increase the potential for sufficient DBE participation and the achievement of DBE participation goals. When the Authority determines that the Proposer's actions were mere pro forma efforts that fall short of the good faith efforts such as those listed above, the Proposal may be rejected as non-responsive.

13. PROPOSER DISQUALIFICATION: Any of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of its Proposal:

a. submission of more than one (1) Proposal from a Proposer for the same work by an individual, entity, partnership, or corporation under the same or different names; or submission of alternate prices which will not be accepted unless the Solicitation (or Addendum) has clearly provided for alternate prices on the applicable Forms;

b. evidence of collusion between or among Proposers;

c. work for which the Proposer is committed by contract, which, in the Authority's judgment and sole discretion, might hinder or prevent the prompt completion of the Contract if awarded to the Proposer;

d. being behind on the approved completion schedule for any existing contract with the Authority, being involved in litigation with the Authority, or having been declared by the Authority to be in default on a previous contract with the Authority;

e. poor, negligent, or defective performance of work for the Authority or any other party on prior projects, which, in the Authority's judgment and sole discretion, raises doubts as to the Proposer's ability to properly perform the Contract;

f. appearance of the Proposer on the Department of General Services' Convicted Vendors List;

g. submitting more than one (1) price on each item even though it has two (2) or more types or styles that will meet specifications. Proposers must determine for themselves which to offer;

h. violating the Cone of Silence;

i. having any real or apparent conflict of interest, including any relationship with or interest in those firms who have assisted the Authority in the preparation of the Solicitation;

j. misstating or omitting a material fact in the Proposal, submitting a Proposal that is conditional, or submitting a proposal that contains unauthorized conditions, limitations, exceptions, or alterations;

k. failing to properly: (i) execute any Form; (ii) execute any Proposal Security; (iii) execute other required documents; or (iv) meet the minimum requirements of the Solicitation; or

l. any other reason, as determined in the sole discretion of the Authority, that warrants rejection of the Proposal or disqualification of the Proposer, including listing unqualified subcontractors or failing to provide adequate references for the Proposer and/or any subcontractors upon request.

The Authority may cancel or postpone the Solicitation and may reject any and all Proposals, with or without cause, and may waive any minor irregularity in any Proposal.

14. TAXES. The Authority is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No.85-8012646346C-1; and (b) Federal Excise Tax Registration No. 59-6018367. The only purchases allowed to be made using these exemptions are to be made on either an Authority Purchase Order or an Authority check. The sales tax exemption does not apply to goods or services that are purchased or consumed by the Proposer for which the Proposer is deemed to be the ultimate consumer. The Proposal price shall include all applicable taxes and charges, if any. Please note that other transit agencies may also be exempt from Federal and State taxes and documentation should be collected from the respective transit agency at the time of order.

15. CARTAGE. All cartage and package charges shall be included in the Proposal price.

16. DEVIATIONS TO SPECIFICATIONS. In addition to the requirements of the previous paragraph, all requests for deviations from the specifications must be submitted as a written question prior to the deadline for questions. Proposals may be rejected as non-responsive if deviations are used without being approved in an Addendum.

17. DISCOUNTS. Prompt payment discounts will be considered during the administration of the Contract but will not be considered when evaluating the Proposal price.

18. PROVISION FOR OTHER AGENCIES. By signing and submitting its Proposal, the Proposer hereby agrees to extend the terms, conditions, and other negotiated agreements to any Transit Authority, or any City, County, or State Government agency within and outside of the State of Florida. It is understood that some negotiated agreements may require further negotiations between the successful Proposer and the entity desiring to benefit from this Solicitation. Any such resulting agreements will be independent of the Authority.

Other Agencies utilizing the Proposer(s) that are awarded a contract under this RFP will be required to collect and pay to the Florida Public Transportation Association (FPTA) participation transactions fees as follows:

- In State - $600 per bus / $12,000 cap (20 buses)
- Out of State - $1,000 / $20,000 cap (20 buses)

The work is to begin only after proper authorization and issuance of a Purchase Order or a Notice to Proceed is issued from the respective agency. Participation transactions fees should be paid to the FPTA within 30 days of receipt of Purchase Order or a Notice to Proceed.

Pursuant to the Dear Colleague letter issued by the Federal Transit Administration's Administrator (FTA) on February 7, 2024, the Ordering Agency may also choose to utilize the following payment Options:

Advance Payments – Advance payments are payments made to the contractor prior to the contractor incurring costs and are permissible under certain circumstances. They can be made: (1) before the award of an FTA grant using local funds if the FTA recipient has either FTA automatic pre-award authority, an FTA Letter of No Prejudice, or other pre-award authority prior to making an advance payment; or, (2) after FTA grant award using local or FTA funds if the recipient provides a rationale, such as a reduction in the contract cost due to the payment, and FTA provide advance written concurrence. FTA recipients must obtain security from the Contractor in the amount of the advance payment. Adequate security is subject to negotiation between the recipient and TVM, but typically is a performance bond or a letter of credit in the amount of the advance payment. *A bond or letter of credit for the full cost of the procurement is not a Federal requirement for securitization.*

Progress payments – Progress payments (i.e. Milestone payments) are payments to a Contractor prior to completion f all contract work. Use of FTS funds for progress payments I permissible and does not required advance FTA concurrence if the FTA recipient: (1) obtains adequate security for those payments and (2) maintains documentation to show completion of the discrete activities associated with the progress payments to the percentage of completion of the contract. The security for progress payments typically is a performance bond or letter of credit in the amount of the payments but may be other types of security negotiated by the Parties as appropriate, such as a receipt of title to the rolling stock at an appropriate point in the manufacturing process.

Note that **Securing the Federal interest** is only required under Federal law for rolling stock procurements utilizing the above advance or progress payments options. Requiring a performance bond or letter of credit when no payments will be made until acceptance of vehicles is not a Federal requirement.

19. **PROCUREMENT DEPARTMENT AS AGENT.** When the Procurement Department is acting as agent for "other public activities" defined as activities receiving financial support in part from the Authority but not under the direct governing jurisdiction of the Authority, the name of such public activity shall be substituted for the words "JTA" and "Authority" throughout the Solicitation and Contract.

20. **ETHICS PROVISION.** The Proposer, by affixing its signature to the Proposal and/or by accepting a Purchase Order, represents that it has reviewed the provision of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code, and the provisions of the Procurement Code contained in chapter 126, Jacksonville Ordinance Code.

21. **ACKNOWLEDGEMENT AND AGREEMENT TO CONTRACT TERMS.** By signing the Proposal, the Proposer acknowledges its agreement to all terms, conditions, and specifications contained in this Solicitation and resulting Contract, if any. When the Authority issues a Purchase Order(s), the Bidder shall comply with all the terms, conditions, and specifications contained in this Solicitation and resulting Contract, per the Order of Precedence in the Contract, until expiration or termination of the Contract.

22. **NO PROPOSAL PREP COSTS.** Under no circumstances will the Authority compensate any Proposer for the costs associated with responding to this Solicitation.

23. **ALL-INCLUSIVE PROPOSAL**. The Proposal shall include, at no additional cost to the Authority, all necessary safety equipment: in addition, all necessary taxes, licenses, permits, and insurance shall also be obtained by the Proposer at no additional cost to the Authority.

24. **REQUEST FOR CLARIFICATION AND SUPPLEMENTAL INFORMATION**. The Authority reserves the right to seek clarification and supplemental information from any or all Proposers when the Proposal contains any information or implication that is ambiguous.

25. **PUBLIC RECORDS AND GOVERNMENT IN THE SUNSHINE LAWS**. The Authority is subject to the Florida Public Records Law, the Government in the Sunshine Act, and possibly the Freedom of Information Act (FOIA). In compliance therewith, at the sole discretion of the Authority, the Authority may disseminate or make available to any person, without the consent of the Proposer, information regarding the Contract or the Proposal, including without limitation: requirements; specifications; drawings; sketches; schematics; models; samples; tools; computer or other apparatus programs; and technical information or data, whether or written or oral, furnished to the Authority in connection with this Solicitation.

26. **AVAILABILITY OF PROPOSALS AFTER OPENING.** In accordance with the Florida Public Records Law, Florida Statute Section 119, copies of all Proposals are available for public inspection thirty (30) days after the opening of Proposals or on the date of Notice of Intent to Award, whichever is earlier. Proposers may review opened Proposals once they are available for public inspection by contacting the JTA Public Records Office at publicrecords@JTAfla.com.

If JTA rejects all Proposals submitted in response to a competitive Solicitation and concurrently provides notice of its intent to reissue the competitive Solicitation, the rejected Proposals remain exempt from §§ 119.07(1) and 119.24(a), Art. I of the State Constitution until such time as JTA provides notice of an intended decision concerning the reissued competitive Solicitation or until JTA withdraws the reissued competitive Solicitation. A Proposal is not exempt for longer than twelve (12) months after the initial notice rejecting all Proposals.

27. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.

By submitting a proposal:

A. The Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended;
B. When the contract value is $1,000,000 or more; the Contractor hereby certifies that it is: (1) not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

28. STANDARD ASSURANCES (including Non-Collusion and Debarment Certifications). By submitting a signed Proposal, each Proposer certifies, under penalty of perjury, that:

A. The Proposer understands all requirements and, if selected, the Proposer will comply with all of the requirements of the Solicitation, the Proposal, and any resulting Contract.

B. The signatory of the Proposer is of lawful age, and no other person, firm, or corporation, other than those clearly identified in the Proposal, has any interest in the Proposal and/or any resulting Contract.

C. The Proposal is made without any understanding, agreement, or connection with any other Proposer or potential Proposer for the Contract, and is in all respects fair and without collusion or fraud; no attempt has been made or will be made by the Proposer to induce any other person, entity, partnership, or corporation to submit or not submit a Proposal for the purpose of restricting competition; the prices in the Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any other competitor for the purpose of restricting competition as to any other matter relating to such prices; unless otherwise required by law, the prices which have been noted in the Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.

D. The Proposer is familiar with, and the Proposal is in full compliance with, all applicable federal, state, and local laws and regulations, and the Proposer shall fully comply with same during the entire term of the Contract. The Proposer certifies that the Proposal complies with all applicable safety requirements, such as those required by OSHA, EPA, and the Authority.

E. The Proposer understands that a person or affiliate (as defined by Florida law) who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By submitting a signed Proposal, the Proposer certifies, under penalty of perjury, that no person, entity, or affiliate involved in the Proposal is in violation of the restriction noted above.

F. If the Proposal is over one hundred thousand dollars ($100,000), the Proposer understands that the Contract awarded under this Solicitation, if any, is a covered transaction for purposes of the following statutes and regulations and the Proposer is required to comply with 2 CFR Part 1200, 2 CFR Part 180, Executive Orders 12549 and 12689, and 31 U.S.C. § 6101 note, as each may be amended from time to time. By submitting a signed Proposal, the Proposer certifies, that:

1. The Proposer is not currently debarred or suspended by the Authority under the Authority's rules, and the Proposer will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.

2. The Proposer and its principals and subrecipients at the first tier:

   a. Are eligible to participate in covered transactions of any federal department or agency and are not presently:
      (1) Debarred,
      (2) Suspended,
      (3) Proposed for debarment,
      (4) Declared ineligible,
      (5) Voluntarily excluded, or
      (6) Disqualified;

   b. The Proposer's management has not, within a three (3) year period preceding its Proposal, been convicted of or had a civil judgment rendered against any member of management for:

      (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction, or contract under a public transaction,
      (2) Violation of any federal or state antitrust statute, or
      (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property;

c. The Proposer is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses listed in the preceding Section 1.b of this Certification;

d. The Proposer has not had one (1) or more public transactions (federal, state, or local) terminated for cause or default within a three (3) year period preceding this Certification;

e. If, at a later time, the Proposer receives any information that contradicts the statements of subparagraphs 2.a – 2.d above, the Proposer will promptly provide that information to the Authority;

f. The Proposer will treat each lower tier subcontract under this Contract as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

(1) Equals or exceeds twenty-five thousand dollars ($25,000.00),
(2) Is for audit services, or
(3) Requires the consent of a federal official; and

g. The Proposer will require that each covered lower tier subcontractor:

(1) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and

(2) Assure that each lower tier participant in this Contract is not presently declared by any federal department or agency to be:

(a) Debarred,
(b) Suspended,
(c) Proposed for debarment,
(d) Declared ineligible to participate,
(e) Voluntarily excluded from participation, or
(f) Disqualified from participation.

3. The Proposer shall provide a written explanation attached to the Signature Page of the Proposal if it or any of its principals, including any of its first tier subrecipients or any of its third-party participants at a lower tier, are unable to certify compliance with the preceding statements in this Certification. If requested by the Authority, the Proposer shall execute the FDOT Form 375- 30-32.

28. RECYCLED PRODUCTS. When the Contract is or may be supported from federal funds, the Authority is required to comply with the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962, which requires the Authority to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. EPA guidelines, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247, direct the Authority to specify a competitive preference for products containing recycled materials identified in those EPA guidelines for contracts valued at ten thousand dollars ($10,000.00) or more. For information about the EPA's recovered materials advisory notices, see the EPA's Web site: http://www.epa.gov/cpg/backgrnd.htm.

29. **PROTESTS.** All protests concerning this Solicitation and any award hereunder shall comply with and be governed by the Authority's Solicitation and Award Protest Rule 004 (the "Rule"), a copy of which is available from the Authority's website at www.JTAfla.com (under "About JTA," then "Administrative Rules," then "Rule 004") or from the Authority's Administrative Offices at 100 LaVilla Center Drive, Jacksonville, Florida 32204. Under the Rule, any person who wishes to protest the contents of this Solicitation, including Addenda, shall file with the Authority's Chief Procurement Officer/AVP – Finance a written Notice of Protest, no less than five (5) business days before the Proposal's due date, and comply with the other requirements of the Rule. Under the Rule, any person who is adversely affected by the Authority's decision or intended decision with respect to an award under this Solicitation shall file with the Authority's CEO and Chief Procurement Officer/AVP – Finance a written protest, no later than 5:00 p.m. on the fifth (5th) business day after the posting of the Notice of Decision or Intended Decision and shall comply with the other requirements of the Rule. Failure to timely file a Notice of Protest shall constitute a waiver of proceedings under the Rule.

30. **E-VERIFY REQUIREMENT**. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract, and shall expressly require any Subcontractor(s) performing work or providing services pursuant to the Contract to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Subcontractor during the term of the Subcontractor agreement. Contractor and Subcontractor(s) shall provide JTA with an affidavit stating that the Contractor and Subcontractor(s) does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, Contractor and Subcontractor(s) must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Contract, and the JTA shall have the option of terminating this Contract at its discretion.

31. **BRAND NAME OR EQUAL.** If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Transit Agency's needs. The salient physical, functional, or performance characteristics that "equal" projects must meet are specified in the solicitation. To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must:

    1. Meet the salient physical, functional, or performance characteristic specified in this solicitation;

    2. Clearly identify the item by:
        a. Brand name, if any; and
        b. Make or model number;

    3. Include description literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Transit Agency; and

    4. Clearly describe any modifications the Proposer plans to make to a product to make it conform to the solicitation requirements. Mark any description material to clearly show the modifications.

The Transit Agency will evaluate "equal" products on the basis of the information furnished by the Proposer or identified in the Proposal and reasonable available to the Transit Agency. The Transit Agency is not responsible for locating or obtaining any information not identified in the Proposal. Unless the Proposer clearly indicates in its Proposal that the product being offered is an "equal" product, the Proposer shall provide the brand name product reference in the solicitation.

SECTION III
EVALUATION CRITERIA

1. Content and Form of Proposal

- Proposals should contain **no more than thirty (30) pages,** exclusive of the covers, staff resumes, required Exhibits, good faith efforts documentation, and tab sheets.
- Text and figures should be printed on one side of the paper only.
- Proposal should contain a minimum font size of 11; margins should be a minimum of 1 inch for top, bottom, right, and left.
- Proposals should be on 8 ½ x 11 paper bound on one side.
- Do not include resumes for staff that will not be significantly involved in providing the services.
- The cover page of the Proposal should contain the following:
    - Legal name of the Proposer;
    - Primary location (physical address);
    - Local address, if applicable;
    - Telephone number and e-mail address;
    - Name of contact person; and
    - Authorized signature of contact person.

2. Proposers Responsible for Addressing Criteria

Proposers, in accordance with the guidelines set forth in the next section, will rate their technical specifications in relation to the specifications outlined in **Exhibits B and C, Technical Requirements**. Proposers should structure the Proposal in a manner that properly and clearly addresses each of the Evaluation criteria. It is the sole responsibility of each Proposer to address each of the Evaluation criteria and to provide with the Proposal any other information which would be relevant to the Evaluation criteria. When in doubt as to any requirement or criteria, submit a written question to procurement@JTAfla.com by the question deadline on Thursday, February 29, 2024 at 12:00 PM (EST).

3. Evaluation Criteria

Tab 1 - Technical Specifications (25 points)		Point Distribution				
The JTA will consider the type of construction and how subcomponent electrical systems are integrated into the OEM wiring system. The JTA will take into consideration the comments made by the Responders in the Technical Specifications. Tecnical specifications for the 60 foot Articulated buses.	Description	Excellent	Good	Fair	Poor	
	Body material, type	5 to 4	3.9 to 3.5	3.4 to 2.5	2.4 to 1	
	Body design	5 to 4	3.9 to 3.5	3.4 to 2.5	2.4 to 1	
	Sub-floor design	5 to 4	3.9 to 3.5	3.4 to 2.5	2.4 to 1	
	Electrical system/components	5 to 4	3.9 to 3.5	3.4 to 2.5	2.4 to 1	
	HVAC systems/components	5 to 4	3.9 to 3.5	3.4 to 2.5	2.4 to 1	
						0.00

Tab 2 - Price Proposal Form (25 points)	Point Distribution				
Description	Excellent	Good	Fair	Poor	
Pricing for the sale of evaluation purposes only will be based on the proposed base bus price only. Each proposed price will be evaluated based on its relation to the competitive range. The competitive range will be based on no more thant 10% of the average price.	25 to 15	14.9 to 10.1	10 to 5.1	5 to 1	
					0.00

Tab 3 - After Sale Service (20 points)	Point Distribution				
The Supplier will indicate their intent to keep price catalogs and parts manuals current and whether the Supplier pays for the cost of freight. The JTA will also consider the availability, location, and qualification of the field service support staff and engineering staff. Past performance records are also included here.	Excellent	Good	Fair	Poor	
	20 to 15	14.9 to 10.1	10 to 5.1	5 to 1	
					0.00

Tab 4 - Warranty (10 points)		Point Distribution				
The JTA expects all parties responding to this RFP to meet the warranty criteria. The JTA will also review additional warranties that are offered. Warranties will be evaluated in terms of longevity, cost, and the overall best value to the Purchasers.	Description	Excellent	Good	Fair	Poor	
	OEM Chassis	2 to 1.6	1.5 to 1.1	1 to .5	.5 to 0	
	Manufacturer's Warranty	2 to 1.6	1.5 to 1.1	1 to .5	.5 to 0	
	Air Conditioning System	2 to 1.6	1.5 to 1.1	1 to .5	.5 to 0	
	Alternator	2 to 1.6	1.5 to 1.1	1 to .5	.5 to 0	
	Wheelchair Ramp	2 to 1.6	1.5 to 1.1	1 to .5	.5 to 0	
						0.00

Tab 5 - Quality Control Program (10 points)	Point Distribution				
Supplier has outlined an effective Quality Control Program to include detail processes and procedures they have in place. Provide an example of the documents used in the quality control process. In addition, explain the reporting mechanisms available.	Excellent	Good	Fair	Poor	
	10 to 7.6	7.5 to 5.1	5 to 2.6	2.5 to 0	
					0.00

Tab 6 - Training (10 points)	Point Distribution				
Training is important to the JTA as this new vehicle may have components unfamiliar to the Purchasers' maintenance personnel. Taken into consideration is the type of training provided, qualifications of the instructors, and the amount of training provided.	Excellent	Good	Fair	Poor	
	10 to 7.6	7.5 to 5.1	5 to 2.6	2.5 to 0	
					0.00
					0.00

4. Evaluation Process and Basis of Award

The Authority will evaluate the Proposals using the evaluation criteria set forth above. Proposals will be evaluated to ensure that each proposal is priced in a competitive range and meets all the required criteria. The award of this Contract shall be made to the Proposers whose proposal meets the established criteria listed herein.

The Authority will enter into negotiations with all responsive and responsible Proposers. The Authority shall determine, at its sole discretion, when negotiations are unlikely to yield agreement, and may thereupon terminate such negotiations with a Proposer. The Authority may cancel the Solicitation at any time for any reason. If negotiations are unsuccessful, the Authority may cancel the Solicitation. No commencement of negotiations with a Proposer binds the Authority in any manner whatsoever or gives rise to any contractual or quasi-contractual responsibilities of the Authority. The Contract shall not be binding upon the Authority until the Authority has delivered a fully executed Contract to the Proposer.

SECTION IV
INSURANCE REQUIREMENTS

General Information and Insurance Requirements

1. Commercial General Liability Insurance

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	$1,000,000
Personal & Advertising Injury Limit	$1,000,000
Fire Damage Limit (any one fire)	$ 300,000
Medical Expense Limit (any one person)	$ 10,000
Products & Completed Operations Aggregate Limit	$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

2. Workers' Compensation And Employer's Liability Insurance

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited
Statutory Benefits as provided in the Florida Statutes and
Part Two – Employer's Liability Insurance

Bodily Injury By Accident	$500,000 Each Accident
Bodily Injury By Disease	$500,000 Policy Limit
Bodily Injury By Disease	$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

3. Automobile Liability Insurance

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Supplier/Vendor, insured Sub-Sub-Supplier/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Supplier/Vendor or Sub-Sub-Supplier/Vendor.

4. Excess Liability Insurance

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	$5,000,000
Aggregate Limit	$5,000,000

5. General Conditions

Supplier/Vendor shall require each of his Sub-Supplier/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Supplier/Vendors insurance.

Certificates of Insurance acceptable to Jacksonville Transportation Authority for the Supplier/Vendor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Jacksonville Transportation Authority.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Supplier/Vendor.

Jacksonville Transportation Authority must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Excess Liability policy (ies). A copy of the endorsement(s) must be supplied to Jacksonville Transportation Authority ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations."

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Sub-Supplier/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Supplier/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Jacksonville Transportation Authority.

All Certificates of Insurance shall be dated and shall show the name of the insured Supplier/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Supplier/Vendor shall submit an additional Certificate of Insurance as evidence of continuation of such coverage.

If the Supplier/Vendor fails to procure, maintain, or pay for the required insurance, Jacksonville Transportation Authority shall have the right (but not the obligation) to secure same in the name of and for the account of Supplier/Vendor, in which event, Supplier/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Jacksonville Transportation Authority shall have the right to back-charge Supplier/Vendor for the cost of procuring such insurance. The failure of Jacksonville Transportation Authority to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Supplier/Vendors coverage based on the evidence of insurance provided by the Supplier/Vendor shall not be construed as a waiver by Jacksonville Transportation Authority of Supplier/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Supplier/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage, and limits. The required minimum policy limits set forth shall not be construed as a limitation of Supplier/Vendor's right under any policy with higher limits, and no policy maintained by the Supplier/Vendor shall be construed as limiting the type, quality, or quantity of insurance coverage that Supplier/Vendor should maintain. Supplier/Vendor shall be responsible for determining appropriate inclusions, coverage, and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Supplier/Vendor or any Sub-Supplier/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Supplier/Vendor or Sub-Supplier/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies), or self-insured retention(s).

The failure of Supplier/Vendor to comply at all times fully and strictly with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

SECTION V
CONTRACT FORM

THIS CONTRACT is made this_____day of_____, 2017, by and between the **JACKSONVILLE TRANSPORTATION ASSOCIATION** (or the "JTA"), and (SUPPLIER FIRM NAME) (the "Supplier"), a (State of organization) (select: Corporation/Limited Liability Company/Partnership/Limited Partnership/Limited Liability Partnership/Limited Liability Limited Partnership/Non-profit) whose principal business address is (Supplier Address).

W I T N E S S E T H

WHEREAS, the Authority has publicly advertised the Request for Proposals, RFP P-23-030 (as amended, the "RFP" or the "Solicitation") and the entire Solicitation package is incorporated herein;

WHEREAS, the Supplier has prepared and submitted its Proposal, dated (date of Supplier's Proposal) (the "Proposal"), which is incorporated herein;

WHEREAS, the Authority has selected the Supplier, in accordance with all applicable laws, to provide the specific scope of work, services, and goods (and all other items necessary, proper for or incidental thereto) that are described in the Technical Specifications ("**Exhibit A**") and made a part hereof, on the terms herein contained;

WHEREAS, the Supplier hereby represents and warrants to the Authority that the Supplier is a legal entity organized/incorporated under the laws of the State of (State), is authorized to conduct business in the State of Florida, has taken all entity action necessary with respect to the execution and delivery of its obligations under this Contract and the officer of the Supplier who has executed and delivered this Contract is duly authorized with respect thereto;

WHEREAS, the Supplier hereby represents and warrants to the Authority that the Supplier is qualified and responsible regarding the goods and/or services to be provided hereunder, that all Supplier's licenses required and regulated by the Florida Department of Business and Professional Regulation are active and current, that each of the officers, employees, and agents of the Supplier who will perform services in connection with this Contract on behalf of the Supplier meet the conditions of this clause, and that all individuals performing services are properly licensed when required by law;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Supplier do hereby agree as follows:

I. Scope of Work

1. The Supplier hereby agrees to provide the scope of work, perform the services, and furnish the goods and materials (and provide all other items necessary, proper for, or incidental thereto) that are set forth in the Solicitation and **"Exhibit A."** Throughout this Contract, all references to the term "work" include all requirements of the specifications, regardless of whether it involves the provision of goods or services or both.

SAMPLE

2. Performance of Services. All of the services shall be performed by the Supplier and its authorized subcontractors as identified by the Supplier in the Schedule of Subsuppliers/Subcontractors Form. Notwithstanding the use of one or more subcontractors by the Supplier, the Supplier acknowledges and agrees that all of the services performed and to be performed hereunder shall be the sole responsibility of the Supplier, and Supplier hereby agrees that it warrants all such work as if such work had been performed directly by the Supplier.

3. Order of Precedence. All of the terms and conditions of the Solicitation are hereby incorporated herein in full. In the event of a conflict between the terms of any of the following, the more stringent requirement shall apply. If the conflict cannot be resolved by following the most stringent requirement, the following order of precedence shall govern: (1) Section VI of the Solicitation that contains the required clauses for federally-assisted contracts, when applicable; (2) properly authorized written Contract Amendments; (3) properly authorized Purchase Orders; (4) this Contract; (5) the Specifications; (6) Special Conditions; (7) the Solicitation Addenda, if any; and (8) the Solicitation. As between the drawings and other specifications, the drawings take precedence over other specifications as to quantity and location and the specifications take precedence over drawings as to quality of materials and workmanship.

4. Review of Work. Any review of the work by the Authority, its other suppliers, or its partner agencies, including the City of Jacksonville, Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA), is for the sole benefit of the Authority. No such review, acceptance, or approval to proceed to the next level of service, nor the payment of any invoice (including the last invoice, release of retainage, or acceptance of final reports or plans and specifications) shall be deemed to constitute: (1) detailed review or checking of design, details, or accuracy of the Supplier's work; (2) a professional approval by the Authority; or (3) a release of the Supplier from any of its obligations and responsibilities for the accuracy of the plans and specifications. The Authority's review, approval, acceptance of, or payment for any of the services under this Contract shall not constitute a waiver of any of the Authority's rights under this Contract or any cause of action it may have arising out of this Contract.

5. Contract Amendment(s). If any modification to the Contract or a Purchase Order is required, the Parties shall execute an Amendment before the Supplier begins performing any additional or changed tasks associated therewith. Reference herein to the Contract includes all Amendments, if any. The Supplier will only be entitled to adjustments to compensation and/or contract time if such adjustments are included in an Amendment. When possible, all Amendments shall be based upon the previously agreed-to hourly rates or unit costs. In the event that the Supplier and the Authority are not able to reach an agreement as to the amount of compensation to be paid to the Supplier for supplemental or reduced work desired by the Authority, the Supplier shall continue to proceed with the supplemental or reduced work in a timely manner for the amount determined by the Authority to be reasonable. In such event, the Supplier will have the right to submit the dispute to the Vice President of Administration for resolution in accordance with the Disputes Section 9 Paragraph 5 below; however, in no event will the resolution of the dispute through the courts or otherwise, relieve the Supplier from the obligation to timely perform the supplemental work. Notwithstanding the foregoing, the Authority has the

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right to terminate the Contract if the Parties fail to reach an agreement on an Amendment.

6. Standard of Care and Quality of Goods. The Supplier shall perform (and cause all subcontractors to perform) all services in a manner that is consistent with the level of reasonable care, skill, judgment, and ability provided by others providing a similar type of service in the same geographic area. The standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Contract, or any document incorporated or referenced herein, including the Solicitation. Unless otherwise expressly allowed by the specifications, all items furnished by the Supplier in connection with the work performed hereunder must be completely new and free from defects.

7. Personnel. All of the personnel assigned by the Supplier and all subcontractors shall be qualified and authorized under state and local laws to perform the applicable services, whether by appropriate license, registration, certification, or other authorization. The Supplier shall not change its assigned Project management staff, delete any of the identified subcontractors, or engage additional companies as subcontractors hereunder, without prior written approval of the Authority. Supplier agrees that it will remove from assignment under this Contract any employee or subcontractor, upon request by the Authority, which may be with or without cause. Any such removal shall not necessarily reflect on the capability or competence of the individual or entity so removed. Nothing herein shall affect the status or responsibilities of the Supplier as an independent contractor solely responsible for the method, manner, and means chosen by it to perform hereunder.

8. Schedule(s). The Supplier agrees that time is of the essence for the performance of each of the Supplier's obligations hereunder. The Supplier shall complete the work in accordance with the schedule set forth in the Solicitation and provide schedule progress reports, if applicable, in a format acceptable to the Authority and at intervals established by the Authority. The Authority will be entitled at all times to be advised, at its request, as to the status of work being performed by the Supplier and of the details thereof. Either Party may request and be granted a conference. If, at any time prior to completion of the work, the Supplier determines that the work is not progressing according to the schedule, the Supplier shall immediately notify the Authority in writing and shall provide a description of the cause of the delay, the effect on the schedule, and the recommended action to meet the schedule. An extension of time for performance shall be the Supplier's sole and exclusive remedy for any delay of any kind or nature caused by the Authority.

9. Corrections and Clarifications. Upon request by the Authority, the Supplier shall promptly make any revisions or corrections that resulted from any error and/or omission by the Supplier or subcontractors, and shall clarify any ambiguities, without additional compensation. Acceptance of the work by the Authority shall not relieve the Supplier of the responsibility for subsequent corrections and clarifications. At any time during any phase of work for which the Supplier or any of its subcontractors has performed services for the Authority, or during any phase of work performed by others, based on data furnished by the Supplier to the Authority, the Supplier shall confer with the Authority for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Supplier or its subcontractors. The Supplier shall perform all services necessary to correct its or its subcontractors' errors and/or omissions without additional compensation, even though final payment may have been received, therefore. If any work or service contains an error, omission, deficiency, or mistake, the Authority

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may back-charge against the Supplier all reasonable costs incurred in identifying, documenting, and remedying any such error, omission, deficiency, or mistake. Such back-charge amounts may be deducted from any payment(s) due the Supplier. If the payment(s) due the Supplier are not sufficient to cover such amount(s), the Supplier shall pay the difference to the Authority. The Supplier shall be liable, and shall reimburse the Authority, for any and all expenses incurred by the Authority, above those that would normally be experienced if the Supplier's or its subcontractors' errors and/or omissions had not occurred.

II. Compensation, Invoices, and Terms of Payment

1. The Supplier shall deliver invoices to the Authority on a monthly basis for the work performed hereunder, in detail sufficient for a proper pre-audit and post-audit thereof. A written progress report, in format and detail approved by the JTA Project Manager, shall accompany each invoice.

2. All invoices shall reflect the applicable Proposal prices and shall show details of the computation of the amount requested in a form satisfactory to the Authority. Invoices shall be monthly from the first day of the month to the last day of the month and must be submitted not later than the tenth (10th) of the following month. Billings of less than one thousand dollars ($1,000.00) shall not be submitted and shall be accumulated to following months' invoice(s), unless the invoice is for the final payment of a work, is a final Purchase Order, or is the fiscal year-end invoice. To assist the Authority with annual financial close-out, the Supplier shall also submit an end-of-the-fiscal-year invoice not later than October 10 of each year for all unbilled services, fees, and costs performed through September 30 of that calendar year.

3. Invoicing for any travel expenses, when authorized by the terms of this Contract and by the Authority's Project Manager, will be in accordance with Section 112.061, Florida Statutes.

4. The Supplier shall provide the Authority with Certificates of Origin for any and all steel, iron, and/or manufactured goods delivered or utilized by the Supplier in any work or Project contemplated herein, regardless of the individual value of such steel, iron, and/or manufactured goods, when the overall Contract value meets or exceeds Fifty Thousand Dollars ($50,000.00). The Supplier shall also provide separate Certificates of Origin for each component part contained in any and all manufactured goods delivered or utilized by the Supplier in any work or Project under this Contract. Certificates of Origin must accompany all related invoices that the Supplier submits to the Authority for payment. If the Supplier fails to submit required Certificates of Origin with its invoices, the Authority may withhold payments due the Supplier until the Supplier has complied therewith.

5. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Contract will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent federal and state regulations, as applicable, with the understanding that there is no conflict between state regulations and federal regulations in that the more restrictive of the applicable regulations will govern.

6. Records of costs incurred under the terms of this Contract shall be maintained by the

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Supplier and upon written request, made available to the Authority at all times during the period of this Contract and for five (5) years after final payment is made for the work pursuant to this Contract. Copies of these documents and records shall be furnished to the Authority upon request.

7. Records of costs incurred will include: (1) the Supplier's general accounting records and Project records; (2) supporting documents and records of the Supplier and all subcontractors within the scope of this Contract; and (3) all other records related to the Contract that are considered necessary by the Authority for a proper audit of costs.

8. The Authority will have the right to retain, out of any payment due the Supplier under this Contract, an amount sufficient to satisfy any amount due and owing to the Authority by the Supplier on this Contract or any other agreement between the Supplier and the Authority. The Authority may withhold payment on any invoice in accordance with the Liquidated Damages provision, if any, or if none, the Authority may withhold the amount of its actual damages when the Supplier is in default under any provision of this Contract, or when the Authority determines that the schedule cannot be met, and an extension of time is not warranted. The Authority may also withhold payment when payment from the Supplier is due in connection with indemnification or any other agreement between the Supplier and the Authority. This right to withhold payments will continue until such time as the Authority has been made whole.

9. All invoices requesting payment for subcontractor's services, supplier's services, reimbursable items, or expense items, must have copies of actual invoices or receipts attached which support the amounts invoiced, in such form and with such supporting detail as the Authority may require.

10. The Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the subcontractors, and in accordance with the Supplier's written request, to pay a specific amount directly to a subcontractor. In such event, the Supplier agrees that any such payments shall be treated as a direct payment to the Supplier's account.

11. The Authority shall make payments to the Supplier based upon the approved invoices and supporting documentation and deliverables within thirty (30) days of the receipt by the Authority of a complete invoice. All invoices shall be sent to the attention of the Accounts Payable Office at accountspayable@JTAfla.com, and shall include back-up documentation as required by the Authority, including the applicable Supplier Request for Payment Form ("Exhibit C"). Invoice payment requirements do not start until a properly completed invoice is provided to the Authority. If an invoice is not approved, in whole or in part, the Authority will inform the Supplier of the issue and Supplier will not be paid until the issue has been resolved to the satisfaction of the Authority.

12. Prompt Payment Discounts. Discounts for early payment may be offered either in the original Proposal or on individual invoices submitted under the Contract. Discounts that are included in the Proposal become a part of the Contract and are binding on the Supplier for all invoices submitted under the Contract. If the Supplier has offered a prompt payment discount, the Authority will only apply discounts that equal or exceed two percent (2%) of the invoice amount for payments that are made between ten (10) and twenty-nine (29) days after the Authority's receipt of a complete, acceptable invoice. For purposes of this Paragraph, time shall be computed from the date the invoice was

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received by the Authority and payment shall be considered to have been made on the date which appears on the payment check.

13. All compensation for services under a particular work or Purchase Order is subject to and contingent upon the availability of the federal, state, and/or local funding source that is applicable to the work or Purchase Order.

14. The acceptance of final payment by the Supplier shall be a full release of the Authority and its members, officers, agents, and employees for any and all claims arising out of or relating to this Contract. The Supplier hereby waives all indirect, incidental, special, and consequential damages in any proceeding arising out of or relating to this Contract.

III. Ownership of Documents and Inspection of Work

1. When the Contract requires services, all correspondence, documents, drafts, data compilations and tabulations, research, analysis, plans, reports, and work product of any kind, in any medium, submitted to or prepared by or for the Supplier in connection with this Contract, are the sole property of the Authority and shall be scanned into electronic format and provided to the Authority in an indexed, logical, searchable format on computer Compact Disks (CDs) or other format acceptable to the Authority. Such correspondence must be provided to the Authority within thirty (30) days of the close-out of the assigned Project and must be received before the Authority will release final payment to the Supplier. The original documents shall be maintained by the Supplier for a period of five (5) years after the completion of final payment by the Authority. Thereafter, or upon termination of this Contract for any reason, such records shall immediately be delivered to the Authority.

2. The Authority will have the right to visit the Supplier's site for inspection of the Supplier's work at any time during reasonable work hours. In addition to the inspection and audit rights set forth herein, the Authority, its agents, and employees may perform inspections of the work at any reasonable time and at any stage of production. Such inspection or failure to inspect on any occasion shall not affect the Authority's rights, or the Supplier's obligations, under warranty or other provisions of this Contract, nor shall such inspection be deemed acceptance of services.

IV. Term of Contract and Termination

1. This Contract shall commence upon execution by the Authority and shall be effective for the following five (5) years.

2. The Authority may terminate this Contract, in whole or in part, by delivering to the Supplier a written Notice of Termination. The Authority may terminate the Contract for its convenience or for failure of the Supplier to fulfill any of its obligations hereunder, including without limitation, the Supplier's failure to complete work within the required time or the Supplier's failure to diligently proceed with the work to the satisfaction of the Authority. The Supplier shall have the opportunity to affect a remedy within fifteen (15) days of the Notice of Termination. Upon the Supplier's receipt of a written Notice of Termination from the Authority, the Supplier shall: (1) immediately stop all further work unless otherwise directed in writing by the Authority as no compensation shall be paid for any work performed after receipt of

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such notice (provided however that expense of a nature which cannot be immediately terminated shall be reimbursed at the minimum amount which may reasonably be arranged for such termination, if the Authority concurs); and (2) deliver to the Authority's Project Manager copies of all data, drawings, specifications, reports, estimates, summaries, and other information and materials prepared while performing this Contract, whether completed or in process, in both paper and electronic formats acceptable to the Authority. In addition, if the Supplier has possession of Authority goods, it shall immediately provide the Authority with an accounting of same and protect and preserve those goods until surrendered to the Authority or its agent(s) or otherwise disposed of as directed by the Authority.

3. These termination provisions shall be made a part of all subcontracts under this Contract.

4. After the effective date of the Notice of Termination, the Authority will only pay for work/services already performed and goods already delivered and accepted in accordance with the terms of the Contract. At the discretion of the Authority, the Authority may make an equitable adjustment to the compensation due to the Supplier, but under no circumstances shall the Supplier be entitled to payment for any anticipatory profit, for work/services not yet performed, or for goods not accepted by the Authority.

5. The Supplier's obligations to the Authority that arise from the Supplier's improper acts or omissions shall survive the termination of this Contract.

6. In the event that termination is due to default or breach by the Supplier, the Authority may take over and complete the work. In such case, the Supplier shall be liable to the Authority for any additional cost occasioned thereby.

7. Should the Supplier: (1) fail to comply with any federal, state, or local law or regulation, including FTA circular 4220.1F as revised, and 49 CFR Part 18, if applicable; (2) fail to comply with any condition of this Contract; or (3) fail to complete the required work or furnish the required materials within the time required, the Authority reserves the right to purchase in the open market, or to take over and complete, the required item/work at the expense of the Supplier without waiving any right against the Supplier or its Surety, if any.

8. If the total value of the Contract exceeds one million dollars ($1,000,000.00), the Authority may terminate the Contract if the Authority determines that the Supplier: (1) submitted a false certification required by Florida Statutes § 287.135; (2) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (3) has been engaged in business operations in Syria.

9. For the purposes of this Contract, an event of insolvency with respect to either Party hereto shall be deemed to be a default under this Contract by such Party. The term "event of insolvency" shall mean any of the following:

    A. The insolvency;
    B. The making of a general assignment for the benefit of creditors, the

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appointment of a receiver for the business or assets of such entity, or the application for the appointment of a receiver therefore;
C. The filing of a petition by or on behalf of, or against such person or business in any bankruptcy court or under any bankruptcy or insolvency law; or
D. The dissolution, liquidation or winding up of business.

V. Records and Audit

1. The Supplier agrees to maintain appropriate records with respect to work performed and other items reimbursable hereunder, and such records shall be supported by payrolls, invoices, vouchers, and other documents evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, and other documents pertaining in whole or in part to the work shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents not related to the work.

2. The Supplier shall provide access to records and reports in accordance with the following which are incorporated herein by reference: 49 U.S.C. 5325, 49 CFR 18.36(i), and 49 CFR 633.17, as applicable.

3. The Supplier shall permit the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies to inspect and audit all technical and economic Project data and records of the Supplier relating to its performance and its subcontracts under this Contract from the date of Contract through and until the expiration of five (5) years after completion or termination of the Contract, except in the event of litigation or settlement of claims arising from performance of this Contract, in which case the Supplier agrees to maintain same until all said and affected agencies and their authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto.

4. The Supplier shall provide, upon receipt of reasonable notice, free access to its books and records by the proper officers and representatives of the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies during reasonable business hours. Further, the said agencies and their authorized representatives shall have the right, pursuant to an inspection, to review, audit, reproduce, or copy excerpts and transcriptions therefrom as necessary, and to inspect all work data, documents, proceedings, and activities related to this Contract. The Supplier shall include provisions similar to this Paragraph in all subcontracts which it awards, including, but not limited to, the additional provisions of allowing the Supplier, the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies equal access to subcontractors' books and records.

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VI. Conflict of Interest

1. The Supplier shall not promise any employee of the Authority, whose duties include matters relating to or affecting the subject matter of this Contract, compensation of any kind or nature from the Supplier, while such employee is employed by the Authority, or for one (1) year thereafter.

2. The Supplier affirms that it will not take part in any activities that will be a conflict of interest with the Authority or that would appear to compromise the integrity of the Authority. The Supplier shall provide written notice to the Authority immediately upon occurrence or first identification of any potential conflict-of-interest situation.

3. Upon request by the Authority, the Supplier shall execute any Conflict-of-Interest Certification that may be required.

VII. Debarred Proposers

The Supplier has a continuing obligation to inform the Authority whether it is or has been placed on any debarred, suspended, or excluded parties list maintained by the United States Government or the State of Florida. Should the Supplier, including any of its officers or holders of a controlling interest, be included on such a list during the performance of this Contract, the Supplier shall immediately inform the Authority. This obligation must be included in all subcontracts.

VIII. Indemnification

1. To the fullest extent permitted by law, the Supplier shall indemnify and hold harmless the Authority and its Board of Directors, officers, and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Supplier and other persons or entities employed or utilized by Supplier in the performance of this Contract. The provisions of this Paragraph shall survive the termination of this Contract. The indemnification obligation hereunder shall not be limited in any way by amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefits acts, or other employee benefit acts.

2. In the event applicable law renders any provision of this Section unenforceable, then solely to the extent necessary to conform such provision to the requirements of law to remedy such unenforceable matter, such provision is deemed revised so as to be enforceable under law.

3. In addition to the Supplier's indemnification obligation, the Supplier shall be responsible for all liability for loss or damages, and it shall also be responsible for the payment of any fines imposed by any federal, state, or local agency as a result of the Supplier's actions or failure to act.

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IX. Disputes, Defaults and Remedies

1. Liquidated Damages. The Parties recognize that it is of utmost importance for the Supplier to complete the Contract within the time specified herein. The Supplier understands and agrees that its failure to complete the Contract within the required time will significantly impact the Authority, and that the impacts, costs, and other damages resulting from that failure are impossible to reasonably quantify in advance. The Supplier therefore agrees as follows: if the Supplier fails to perform the services within the time specified in this Contract, the Supplier shall pay Liquidated Damages to the Authority of one hundred dollars ($100.00) per calendar day of delay. If the Authority terminates this Contract, in whole or in part, under the Disputes, Defaults, and Remedies Section of this Contract, the Supplier shall be liable for Liquidated Damages accruing until the Authority reasonably obtains delivery or performance of similar supplies or services from a substitute vendor. These Liquidated Damages are in addition to, not in lieu of, the excess costs to the Authority of repurchase that the Supplier will also be liable for. The Supplier will not be charged with Liquidated Damages if there is a delay in delivery or performance beyond the control and without the fault or negligence of the Supplier, as defined in the Force Majeure clause in this Contract. The Authority may withhold all payments due under the Contract until the Supplier's liability for Liquidated Damages has been satisfied in full. The Authority's receipt of payment for Liquidated Damages does not preclude the Authority from pursuing any other rights or remedies available to it under the Contract, in accordance with Article 2 of the Uniform Commercial Code, or otherwise in accordance with Florida law.

2. Upon a breach of any of the obligations of the Supplier or the Authority hereunder, the non-breaching Party shall have all of the rights and remedies provided under law, including, but not limited to the rights and remedies under the Uniform Commercial Code as in effect in the State of Florida, if applicable, as well as those referenced in 49 CFR Part 18 and FTA Circular 4220.1F, as revised. In addition, the non-breaching Party shall have all of the other rights and remedies specified elsewhere in this Contract.

3. During any dispute, unless otherwise directed by the Authority, the Supplier shall continue to diligently perform the work while matters in dispute are outstanding, unless a Notice of Termination has been issued by the Authority.

4. Should the Supplier suffer injury or damage to person or property because of any act or omission of the Authority, or any of the Authority's employees, agents, or others for whose acts the Authority is legally liable, a claim for damages therefore shall be made in writing to the Authority within fourteen (14) days after the first observance of such injury or damage. The failure to timely submit a written claim shall result in a waiver the Supplier's claim.

5. Disputes arising in the performance of this Contract shall be decided in writing by the Authority's Vice President of Administration, and the decision rendered shall be final and conclusive for the Authority.

6. Mandatory Mediation. All disputes arising out of or relating to this Contract shall be subject to mandatory pre-suit mediation under the auspices of a mediator to be

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selected by the Parties. Mediation must occur before a lawsuit is filed. Discovery prior to the scheduled mediation shall be limited to one (1) request for production of documents and two (2) depositions per Party not exceeding eight (8) hours total time per deposition. Each Party shall equally bear the costs of mediation and shall be solely responsible for its own attorneys' fees and other legal costs prior to and during the mediation process. In the event the case does not settle at mediation, the Parties may re-depose either or both witnesses on non-repetitive matters. The Supplier acknowledges that the Authority may not have present at any such mediation a person or persons authorized to bind the Authority. If the mediation fails to produce a settlement, and the amount in controversy is below seventy-five thousand dollars ($75,000.00), the Parties may agree to submit the dispute to fast-track arbitration with an AAA arbitration panel.

X. Insurance

General Information and Insurance Requirements

1. Commercial General Liability Insurance

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	$1,000,000
Personal & Advertising Injury Limit	$1,000,000
Fire Damage Limit (any one fire)	$ 300,000
Medical Expense Limit (any one person)	$ 10,000
Products & Completed Operations Aggregate Limit	$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

2. Workers' Compensation And Employer's Liability Insurance

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited
Statutory Benefits as provided in the Florida Statutes and
Part Two – Employer's Liability Insurance

Bodily Injury By Accident	$500,000 Each Accident
Bodily Injury By Disease	$500,000 Policy Limit
Bodily Injury By Disease	$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

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3. Automobile Liability Insurance

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Supplier/Vendor, insured Sub-Sub-Supplier/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Supplier/Vendor or Sub-Sub-Supplier/Vendor.

4. Excess Liability Insurance

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	$5,000,000
Aggregate Limit	$5,000,000

5. General Conditions

Supplier/Vendor shall require each of his Sub-Supplier/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Supplier/Vendors insurance.

Certificates of Insurance acceptable to Jacksonville Transportation Authority for the Supplier/Vendor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Jacksonville Transportation Authority.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Supplier/Vendor.

Jacksonville Transportation Authority must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Excess Liability policy (ies). A copy of the endorsement(s) must be supplied to Jacksonville Transportation Authority ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if

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modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations."
CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Sub-Supplier/Vendors on Your Behalf (CG2294 or CG2295)
CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)
CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)
CGL policy shall include broad form contractual liability coverage for the Supplier/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Jacksonville Transportation Authority.

All Certificates of Insurance shall be dated and shall show the name of the insured Supplier/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Supplier/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Supplier/Vendor fails to procure, maintain or pay for the required insurance, Jacksonville Transportation Authority shall have the right (but not the obligation) to secure same in the name of and for the account of Supplier/Vendor, in which event, Supplier/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Jacksonville Transportation Authority shall have the right to back-charge Supplier/Vendor for the cost of procuring such insurance. The failure of Jacksonville Transportation Authority to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Supplier/Vendors coverage based on the evidence of insurance provided by the Supplier/Vendor shall not be construed as a waiver by Jacksonville Transportation Authority of Supplier/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Supplier/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage, and limits. The required minimum policy limits set forth shall not be construed as a limitation of Supplier/Vendor's right under any policy with higher limits, and no policy maintained by the Supplier/Vendor shall be construed as limiting the type, quality, or quantity of insurance coverage that Supplier/Vendor should maintain. Supplier/Vendor shall be responsible for determining appropriate inclusions, coverage, and limits, which may be in excess of the minimum requirements set forth herein.

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If the insurance of any Supplier/Vendor or any Sub-Supplier/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Supplier/Vendor or Sub-Supplier/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Supplier/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

6. All Coverages:

a. Each insurance policy required by this Contract shall be endorsed to state that no material change or cancellation, including expiration and non-renewal of coverage, shall be effective until after at least Thirty (30) days written notice has been given to: Jacksonville Transportation Authority, ATTN: Chief Procurement Officer/AVP – Administrative Services, 100 LaVilla Center Drive, Jacksonville, FL 32204

b. Failure to maintain a current Certificate of Insurance on file with the Authority will be grounds for withholding or rejecting payment of invoices.

c. Notwithstanding the prior submission of a Certificate of Insurance, if requested by the Authority, the Supplier shall, within thirty (30) days after receipt of a written request from the Authority, provide the Authority with a certified complete copy of the policies providing the coverage required.

d. If Supplier, for any reason, fails to maintain insurance coverage, which is required pursuant to this Contract, such event shall be deemed a material breach of this Contract. The Authority, at its sole discretion, may terminate this Contract and obtain damages from the Supplier resulting from said breach. Alternatively, the Authority may purchase such required insurance (but has no special obligation to do so) and without further notice to Supplier, the Authority may deduct from sums due to Supplier any premium costs advanced by the Authority for such insurance.

e. It is the Supplier's responsibility to ensure that its subcontractors are covered under the required insurance limits. The Supplier may either require its subcontractors to purchase insurance coverage set forth herein individually, or it may include the subcontractor under the Supplier's insurance program.

f. Neither approval by the Authority nor failure to disapprove the insurance furnished by the Supplier shall relieve the Supplier of the Supplier's full responsibility to obtain and maintain the insurance policies as required by this Contract.

g. Compliance with the insurance requirements of this Contract shall not limit the liability of the Supplier. Any remedy provided to the Authority, members of its Board of Directors, committees, officers, agents, employees, and volunteers by the insurance policies shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

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h. The cost of insurance shall be included in the Supplier's fees, and there shall not be any further compensation or reimbursement, therefore.

XI. Public Entity Crimes

The Authority reserves the right to terminate this Contract effective immediately upon written notice in the event that the Supplier or any of its affiliate(s) are placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes. For purposes hereof, "affiliate" shall have the meaning set forth in Section 287.133(1)(a), Florida Statutes. The Supplier shall advise the Authority promptly after conviction of any "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, applicable to the Supplier or any of its affiliate(s).

XII. Equal Employment Opportunity and Nondiscrimination

1. The Contractor will comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, creed, color, sex, sexual orientation, gender identity, pregnancy, genetic information, national origin, age, disability, religion, family status or other protected class in the performance of work under this Contract. The Contractor assures that it will comply with pertinent statutes, executive orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, sex, sexual orientation, gender identity, pregnancy, genetic information, national origin, age, disability, religion, family status or other protected class be excluded from participating in any activity conducted under this Contract. This provision binds the Contractor from the Solicitation period through the completion of the Contract.

2. The Supplier shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by the Authority to be pertinent to ascertain compliance with this Section.

XIII. Disadvantaged Business Enterprise (DBE) Participation

1. Disadvantaged Business Enterprise Participation. The DBE requirements of 49 CFR Part 26 do apply to this Solicitation. The Supplier, a Primary Transit Vehicle Manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49, as amended, by submitting an annual DBE goal, as amended, to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by the FTA.

2. Affirmative Steps and Records. In accordance with 49 CFR 18.36(e), the Supplier shall take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible. Affirmative steps shall include: (i) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits,

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which encourage participation by small and minority business, and women's business enterprises; and (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

The Supplier must maintain the following records concerning DBE participation with respect to this Contract for at least five (5) years following the completion of the work:

A. All subcontractor/supplier subcontracts, including subcontracts with DBEs;
B. Documentation developed during the identification and award of such subcontracts to DBE firms, including, but not limited to, copies of executed subcontracts enacted with Project participants.

3. Financial Reporting Requirements. When a DBE goal has been established, the Supplier shall submit monthly reports detailing payments to all subcontractors and suppliers, both DBE and non-DBE, in a format that is acceptable to the Authority. The Supplier shall fully cooperate with all audits, whenever performed. Failure to comply with these mandates may result in an unsatisfactory audit analysis and may have a bearing on future consideration for the award of Authority agreements.

"Exhibit C", the Supplier Request for Payment Form, must be submitted with every invoice presented for progress or final payment, and must show the portion of the invoice due to each subcontractor (DBE and Non-DBE). In addition, when applicable, the Supplier must submit a report detailing the following information as it relates to invoices received from its DBE-certified subcontractors:

A. The value of the work actually performed by the DBE employees and representatives; and
B. The entire amount of the DBE subcontractor's portion of the invoice. This includes, but is not limited to, the cost of supplies and materials obtained for work on the subcontract, including supplies and equipment leased and/or purchased from sources other than the Supplier and/or its affiliates.

When applicable, the Supplier shall also report the entire amount of compensation paid to each DBE for the following:

A. All bona fide services, including professional, technical, supplier, and managerial services; and
B. The costs of providing bonds or insurance specifically required for the performance of the subcontract, provided these fees do not exceed what is deemed reasonable and customary for services of this type.

All supporting DBE documentation including but not limited to the invoice, the monthly reports detailing payments made to DBE subcontractors, and the Supplier Request for Payment Form included as "Exhibit C" must be emailed to DBE1@JTAfla.com. Failure to submit the required documentation may result in a delay in payment.

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This contract is subject to contract compliance payment tracking, and the prime contractor and any DBE subcontractors shall provide any noted and/or requested contract compliance-related payment data electronically in the B2GNow Contract Compliance Program System. The prime contractor and all DBE subcontractors are responsible for responding by any noted response audit date or due date to any instructions or request for information, and to check the B2GNow Contract Compliance Program System on a regular basis. The prime contractor is responsible for ensuring all DBE subcontractors have completed all requested items and that their contact information is up-to-date.

Access information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract. The B2GNow Contract Compliance Program System is web-based and Contract Compliance Reporting – Vendor Training and can be accessed at the following Internet address: https://JTAfla.dbesystem.com/FrontEnd/EventList.asp).

4. DBE sub subcontractors. At times, due to the size of a subcontract, a DBE may choose to enter into alternate arrangements with other businesses. Reporting of work done and applied towards DBE goals for the Project is limited by the following constraints:

   A. If a DBE subcontracts a portion of its contracted responsibilities to another business, that business must also be a DBE in order for the value of the work to be counted towards the DBE participation goals established by the Authority.
   B. If the DBE participates in the work as part of a joint venture, only that portion of the work done by the DBE shall be reported towards DBE goals.

5. Modifications and Substitutions. The Supplier shall not make any modification, change or substitution of subcontractors as outlined in the Proposal, without the knowledge and consent of the Authority's DBE Office. In the event that any of such firms identified by the Supplier in its Supplier in the Schedule of Sub-suppliers Form become unavailable therefore, the Supplier shall replace such firm with another similarly designated firm. Such replacement, including by the Supplier's own forces, may only be made with the prior written approval of the Authority, which may be withheld in the event that the Authority determines, in its sole discretion, that the Supplier has not made good faith efforts to either work with the subcontractor for whom replacement is sought or to find a minority certified replacement (under the appropriate program) for such subcontractor.

   If the Supplier desires to terminate or substitute a DBE subcontractor listed in its "Supplier in the Schedule of Sub-suppliers Form" and intends to perform the work of the terminated DBE subcontractor with either its own forces or those of another subcontractor, it must first submit to the Authority's DBE Office a Request for Approval of Change to Original List of Subcontractors, along with written documentation explaining the specific reasons for the change. The Supplier must obtain approval from the Authority prior to the substitution of the original DBE subcontractor. If a terminated DBE subcontractor is substituted by another DBE subcontractor, the Supplier should include the name, address, certification number, and principal office of the proposed DBE business. The Supplier must make good faith efforts to replace one DBE with another.

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In the event that the Supplier is unable to contract with another DBE business, Good Faith Effort documentation must be provided to the Authority, describing the attempts to locate a substitute DBE. In all situations, the Supplier may not terminate or substitute a DBE subcontractor without the prior written consent of the Authority's DBE Office. If the Authority approves the proposed substitution in writing, the Supplier shall execute a subcontract with the proposed DBE business upon receipt of the substitution approval. If the change involves a modification to the original list of subcontractors, the Supplier must submit, if applicable, a completed Intent to Perform as a DBE Subcontractor Form for any DBE subcontractor added by the change.

6. Compliance and Enforcement. Before final payment will be made by the Authority, the Supplier shall provide the final accounting of DBE participation. The Authority may withhold payment to the Supplier pending compliance with this closeout requirement. Any reduction or change by the Supplier in a DBE subcontract, in the total DBE participation, or in DBE subcontractors, without the prior written approval of the Authority's DBE Office, will be considered an unauthorized DBE subcontractor substitution and will not be counted as participation. A DBE subcontract dollar value that is decreased by a change order or Amendment issued by the Authority will not constitute an unauthorized subcontractor substitution. The Supplier's failure to comply with the DBE participation requirements or any other part of the DBE program may result in termination of the Contract and may also result in the Authority issuing an unfavorable performance review of the Supplier. The Authority may consider the Supplier's failure to comply when evaluating the Supplier for subsequent contracts and work orders. The Supplier may submit an explanation to be retained with the Contract file to document the reasons for its failure to comply with the DBE requirements.

XIV. Drug-Free Workplace

The Supplier and its subcontractors shall maintain a drug-free workplace and otherwise comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C. §§ 701-707. Without in any way limiting the foregoing, the Supplier and its subcontractors shall provide a drug-free workplace by:

1. Publishing a statement: (1) notifying employees that unlawfully manufacturing, distributing, dispensing, possessing, or using a controlled substance in the Supplier's (subcontractors') workplace is prohibited; and (2) specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about:

   A. The dangers of drug abuse in the workplace;
   B. The Supplier's (subcontractors') policy of maintaining a drug-free workplace;
   C. Any drug counseling, rehabilitation, and employee assistance programs that are available; and
   D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of this

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Contract be given a copy of the statement required by Paragraph (1);

4. Notifying the employee in the statement required by Paragraph (1) that, as a condition of employment under this Contract, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;

5. Notifying the Authority within ten (10) days of receiving notice under Paragraph (4) from an employee, or within ten (10) days of otherwise receiving actual notice of an employee's conviction;

6. Taking one of the following actions, within thirty (30) days of receiving notice under Paragraph (5), with respect to any employee so convicted:

   A. Taking appropriate personnel action against such an employee, up to and including termination; or
   B. Requiring such an employee to satisfactorily participate in and complete a drug-abuse assistance or rehabilitation program that is approved by a federal, state, or local health or law enforcement agency, or other appropriate agency as may be the case; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5) and (6).

XV. Subcontracts

1. The Supplier shall be fully responsible for the performance of all services under this Contract, including when the services are performed by a subcontractor or supplier. At all times, the Supplier shall be responsible for the effort, activity, and quality of services of its subcontractors and suppliers, and at no time shall the Authority have any responsibility for or contractual relationship with any such subcontractors or suppliers, whether by reason of the above-stated references, consent, approval, or otherwise.

2. The Supplier shall utilize those subcontractors who were identified in its Proposal, except that the Supplier shall not subcontract with a proposed person or entity to whom the Authority has made reasonable and timely objection.

3. When the subcontract is to provide services, the subcontract shall include the specific key staff members, man-hours, rates, tasks assigned, and all other costs and compensation associated with carrying out the services.

4. The Supplier shall maintain records of payments to all subcontractors for five (5) years following the completion or termination of this Contract, and records of such shall be made available to the Authority immediately upon request. The Supplier shall report to the Authority, on the form included as **Attachment C**, the portion of each payment made by the Authority (directly or indirectly) which is owed by the Supplier to a subcontractor, and whether such subcontractor is or is not a DBE firm.

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5. Prompt Payment (49-CFR Part 26.29). Prime contractors are required to pay all subcontractors, to include DBE subcontractors, for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the JTA. Failure to comply may result in future withholdings of prime contractor's reimbursements and/or other sanctions until the prime contractor ensure all subcontractors are being promptly paid for all work performed.

6. The Supplier shall insert the appropriate provisions from the Solicitation and this Contract in all subcontracts under this Contract. Including all clauses found in Section VI of this solicitation, the Required Clauses For FTA-Assisted Contracts and the clauses set forth in paragraphs (18) through (22) of Section XIX of this contract. The prime Supplier or Contractor shall also require all subcontractors of any tier to insert these clauses into all lower tier subcontracts, without modification. The prime Supplier or Contractor shall be responsible for compliance by any subcontractor or any lower tier subcontractor with the clauses and shall ensure that this contract and all subcontracts of any tier are performed in accordance with the provisions of 49 CFR Part 26, as may be amended from time to time.

XVI. Non-exclusive Contract

This Contract is not exclusive. The Authority expressly reserves the right to contract for performance of services such as those described herein, and in the Solicitation, with other Suppliers.

XVII. No Waiver

Failure by either Party to insist upon strict performance of any of the provisions herein; failure or delay by either Party in exercising any rights or remedies provided herein or by law; the Authority's payment in whole or in part for services hereunder; or any purported oral modification or rescission of this Contract by an employee or agent of either Party shall not:
(1) release either Party of any of its obligations hereunder; (2) be deemed a waiver of the rights of either Party to insist upon strict performance hereof; (3) be deemed a waiver of any of either Party's rights or remedies under this Contract or by law; or (4) operate as a waiver of any of the provisions hereof or constitute acquiescence therein. No waiver of any default or breach hereunder shall extend to or affect any subsequent or existing default or breach.

XVIII. Public Records and Related Inquiries

1. The Supplier acknowledges that the Authority is subject to the Florida Public Records Law, the Government in the Sunshine Act, and possibly the Freedom of Information Act (FOIA), and that in compliance therewith, at the sole discretion of the Authority, the Authority may disseminate or make available to any person, without the consent of the Supplier, information regarding this Contract, including but not limited to information in the: responses; requirements; specifications; drawings; sketches; schematics; models; samples; tools; computer or other apparatus programs; or technical information or data, whether electronic, written, or oral, furnished by the Supplier to the Authority under this Contract, and that copies of work products and related materials prepared or received by the Supplier under this Contract are public records.

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2. The Supplier shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Supplier in conjunction with this Contract. Specifically, if the Supplier is acting on behalf of the Authority, the Supplier shall:

   A. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services being performed by the Supplier;
   B. Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;
   C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
   D. Meet all requirements for retaining public records; transfer, at no cost to the Authority, all public records in possession of the Supplier upon termination of this Contract; and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

3. The Supplier shall immediately provide the Authority with a copy of any Request to Inspect or Copy Public Records in possession of the Supplier and the Supplier shall also promptly provide the Authority with a copy of the proposed response to each such request. No release of any such records by the Supplier shall be made without approval of the Authority. The Supplier's failure to grant approved public access will be grounds for immediate termination of this Contract by the Authority.

4. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- VIA MAIL TO: JTA PUBLIC RECORDS CUSTODIAN, 100 LAVILLA CENTER DRIVE, 5TH FLOOR, JACKSONVILLE, FLORIDA 32204;
- VIA TELEPHONE AT: (904) 632-5510;
- VIA EMAIL TO: PUBLICRECORDS@JTAFLA.COM

5. Media and Other Inquiries. All media and other inquiries concerning the services

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shall be directed to the Authority's Vice President, External Affairs. The Supplier shall not make any statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, without the Authority's written consent. However, the Supplier may communicate directly with public agencies when required to do so as part of the services to be performed hereunder.

XIX. Contract Administration

1. Notices. Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Contract shall be given or made by the Supplier or the Authority in writing and shall be given by hand delivery, telegram, or similar communication, or by certified or registered mail (return receipt requested) and addressed to the respective Parties set forth below. Such notices shall be deemed to have been given in the case of telegrams or similar communications when sent, and in the case of certified or registered mail, on the Third (3rd) day after such communication has been deposited in the United States mail with postage prepaid.

To Authority: Jacksonville Transportation Authority
Procurement Department
100 LaVilla Center Drive
Jacksonville, Florida 32204

To Supplier: (Supplier name, PM and address)

The above addresses may be changed at any time by giving thirty (30) days prior notice as provided above.

2. Entire Agreement. This Contract shall constitute the entire agreement between the Authority and the Supplier relating to the work.

3. Supplier is not Authority's Agent. The Supplier is not authorized to act as the Authority's agent and shall have no authority, expressed or implied, to act for or bind the Authority, unless otherwise expressly set forth for a particular purpose in a separate writing by the Authority.

4. Compliance with Supplier Code of Business Conduct. The Supplier shall, at all times throughout the duration of this Contract, comply with the Authority's Supplier Code of Business Conduct which is made a part hereof by reference. Failure of the Supplier to abide by the Supplier Code of Business Conduct may lead to disciplinary measures commensurate with the violation, including but not limited to termination of this Contract.

5. Compliance with Nondiscrimination and Other Laws. The Supplier shall comply with the regulations relative to nondiscrimination in federally assisted programs of the DOT Title 49, CFR, Part 21, as they may be amended from time to time, which are hereby incorporated herein by reference and made a part of this Contract. The Supplier shall also comply with the following civil rights regulations, as may be amended from time to time, which are incorporated herein by reference: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49

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U.S.C. § 5332, 29 CFR Part 1630, and 41 CFR Part 60. The Supplier, at its sole cost and expense, shall comply with applicable laws, regulations, ordinances, and rules of governmental agencies (including as applicable, the FHWA, FTA, OSHA, applicable State of Florida agencies, including the FDOT, the St. Johns River Water Management District (SJRWMD), the Authority, and the City of Jacksonville (CoJ)). Supplier shall secure all required licenses and permits necessary to the performance of the work at its sole cost and expense.

6. Compliance with Federal Regulations. The Supplier shall comply with all federal lobbying regulations as referenced in the Solicitation, including but not limited to: 31 U.S.C. 1352, 49 CFR Part 19, and 49 CFR Part 20. The Supplier shall comply with all federal clean air regulations including but not limited to: 42 U.S.C. 7401, 40 CFR 15.61, and 49 CFR Part 18. The Supplier shall also comply with all energy conservation requirements including but not limited to: 42 U.S.C. 6321 and 49 CFR Part 18. In addition, the Supplier shall comply with all cargo preference requirements as referenced in the Solicitation, including but not limited to: 46 U.S.C. 1241 and 46 CFR 381. The Supplier shall also comply with all clean water regulations issued pursuant to 33 U.S.C. 1251. Lastly, the Supplier shall abide by all federal change requirements as explained in 49 CFR Part 18 which is incorporated herein by reference.

7. Governing Laws. This Contract and the rights of all Parties hereunder shall be construed and enforced in accordance with the laws of the State of Florida.

8. Severability. If any provision of this Contract is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

9. Advertising. Supplier will not use the name of the Authority or quote the opinion of any employees of the Authority or refer to the Authority directly or indirectly in any promotional literature or correspondence, news release, advertisement, or release to any professional or trade publications without receiving specific written approval for such use or release from the Authority. However, this Paragraph will in no way limit the Supplier's ability to satisfy any governmental required disclosure of its relationship with the Authority.

10. Assignments. This Contract is binding upon the Parties hereto and their respective successors and assigns. The Supplier shall not assign, sell, or transfer its interest in this Contract without the Authority's express written consent. Any such assignment by the Supplier must contain a provision allowing the Authority to assert against any assignee, any and all defenses, setoffs, or counterclaims which the Authority would be entitled to assert against the Supplier.

11. Modifications. This Contract may be modified or amended only by a writing signed by each of the Parties hereto. Neither electronic mail nor instant messaging shall be considered a “writing” for purposes of amending, supplementing, or modifying this Contract. No additional services shall be performed until such additional services are provided for in an Amendment executed by both Parties.

12. Force Majeure. Neither the Authority nor the Supplier shall be liable for any delay or failure in performance solely caused by acts beyond such Party's control, including, without limitation, acts of God, war, vandalism, strikes, labor disputes, sabotage, hurricanes, fires, floods, acts of governmental agencies, or unforeseen interruptions of

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utility services.

13. Consent to Jurisdiction. The Supplier and the Authority agree that any suit, action, or other legal proceeding arising out of or relating to this Contract shall be brought in the Circuit Court of Duval County, and each Party hereby consents to the jurisdiction of each such court over any such suit, action, or proceeding, and waives any objection which it or they may have to the laying of venue of any such suit, action, or proceeding, and any of such courts. This provision is a material inducement for the Authority and the Supplier entering into the transactions contemplated hereby.

14. Prevailing Party Attorneys' Fees. In the event one Party shall prevail in any action (including appellate proceedings) at law or in equity arising hereunder, the losing Party will pay all costs, expenses, reasonable attorneys' fees, and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal proceeding, including, but not limited to, those for paralegal, investigative, and legal support services, and actual fees charged by expert witnesses for testimony and analysis incurred by the prevailing Party referable thereto.

15. Member Protection. No recourse under or upon any obligation, covenant, or agreement contained in this Contract or any other agreements or documents pertaining to the work, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the Authority or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, whether under or independent of this Contract, shall be had against any Board Member, officer, employee or agent, as such, past, present or future, of the Authority either directly or indirectly, for any claim arising out of this Contract, or for any sum that may be due and unpaid by the Authority. Any and all personal liability of every nature, whether at common law, in equity, by statute, by constitution or otherwise, of any Authority member, officer, employee, or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Contract, or for the payment for or to the Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Contract.

16. No Third-Party Beneficiaries. The Parties hereby set forth their intention that there are not and never shall be any third-party beneficiaries of this Contract or of any work or Purchase Order authorized hereunder. The Parties expressly intend that the Authority has no obligation to or relationship with any subcontractor that may be utilized by Supplier.

17. The Supplier shall insert the appropriate provisions from the Solicitation and this Contract in all subcontracts under this Contract. Including all clauses found in Section VI of this solicitation, the Required Clauses For FTA-Assisted Contracts and the clauses set forth in paragraphs (18) through (22) of Section XIX of this contract. The prime Supplier or Contractor shall also require all subcontractors of any tier to insert these clauses into all lower tier subcontracts, without modification. The prime Supplier or Contractor shall be responsible for compliance by any subcontractor or any lower tier subcontractor with the clauses and shall ensure that this contract and all subcontracts of any tier are performed in accordance with the provisions of 49 CFR Part 26, as may be amended from time to time.

18. Contract Assurance (49-CFR Part 26.13). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the

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performance of this contract. The contractor shall carry out applicable requirements of 49-CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

19. Prompt Payment (49-CFR Part 26.29). Prime contractors are required to pay all subcontractors, to include DBE subcontractors, for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the JTA. Failure to comply may result in future withholdings of prime contractor's reimbursements and/or other sanctions until the prime contractor ensure all subcontractors are being promptly paid for all work performed.

20. Return of Retainage (49-CFR Part 26.29). Prime contractors are required to ensure prompt and full payment of retainage to all subcontractors within thirty (30 days) after the subcontractor's work is satisfactorily completed. Prime Contractors are prohibited from holding retainage from subcontractors until the project is completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the JTA. When JTA has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

21. Monitoring the Performance of other Program Participants (49-CFR Part 26.37). The JTA will monitor each DOT funded contract with DBE participation to ensure that all work committed to DBEs at contract award or subsequently (as a result of contract modification) is actually performed by the DBEs to which the work was committed. Site visit will be conducted periodically by staff. Contractor's Request for Payment forms will be monitored to ensure that DBEs are being paid in accordance to their signed agreements.

    All Prime Contractors will be required to self-report all payments received from the JTA into the B2GNow (Contract Compliance Tracking System). This system tracks payments made to the prime contractor and all payments made by the prime to any subcontractors, to include DBEs, and the timeliness of those payments in accordance to JTA's Prompt Payment Clause.

22. Termination for Convenience (49-CFR Part 26.53). No prime contractor will terminate for convenience a DBE subcontractor that was listed and agreed to perform a project task (or an approved substitute DBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without prior written consent from JTA's Diversity & Equity Program Office.

    The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the prime contractor obtains written consent form JTA's Diversity & Equity Program Office; and unless the consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

    Appropriate administrative remedies will be invoked to any Prime Contractor that terminates and/or removes a DBE firm/s for convenience. Those remedies may include requirement to pay terminated DBE firm/s; withholding of future payments and/or retainage; and/or disbarment from future consideration of project awards with the JTA.

SAMPLE

23. Counterparts. This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument.

24. Exhibits. The following Exhibits are hereby incorporated into this Contract as part hereof as though fully set forth herein.

SAMPLE

SECTION VI
REQUIRED CLAUSES FOR FEDERALLY ASSISTED CONTRACTS

(On the following pages)

MATRIX OF FTA THIRD-PARTY CONTRACT CLAUSES

(This matrix does not apply to micro-purchases,[1] except that Davis Bacon requirements apply to all federal construction contracts over $2,000)

Last revised: December 1, 2023

This Matrix is not meant to be all inclusive. Please review the specific funding source, as well as all clauses for applicability to the type of contract and flow down requirements.

Highlighted column has been added for convenience in identifying which clauses are applicable to the solicitation/contract.

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	*Operations/ Management/ Subrecipients*	*Rolling Stock Purchase*	*Construction* (*See Note Below)*	*Materials & Supplies*
1.	No Federal Government Obligations to Third Parties (by use of a Disclaimer)	*All*	*All*	*All*	*All*	*All*
2.	False Statement or Claims: Civil and Criminal Fraud	*All*	*All*	*All*	*All*	*All*
	Notice to FTA and U.S. DOT Inspector General of Information Related to	*$25,000 or More. Prime and Subs*	*$25,000 or More. Prime and Subs*	*$25,000 or More. Prime and Subs*	*$25,000 or More. Prime and Subs*	*$25,000 or More. Prime and Subs*

[1] Currently set at $10,000. 2 CFR § 200.320.

***** Per 41 CFR Part 60- 1.3, *Construction work* means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies
	Fraud, Waste, Etc.					
3.	Access to Third Party Contract Records	*All*	*All*	*All*	*All*	*All*
4.	Changes to Federal Requirements	*All*	*All*	*All*	*All*	*All*
5.	Equal Employment Opportunity (Except Special DOL EEO clauses for construction projects	*All*	*All*	*All*	*All*	*All*
6.	Incorporation of FTA Terms	*All*	*All*	*All*	*All*	*All*
7.	Energy Conservation	*All*	*All*	*All*	*All*	*All*
8.	Termination (not required of states)	*>$10,000*	*>$10,000*	*>$10,000*	*>$10,000*	*>$10,000*
9.	Debarment and Suspension	*>$25,000*	*>$25,000*	*>$25,000*	*>$25,000*	*>$25,000*
10.	Buy America			*>$150,000*	*>$150,000*	*>$150,000*
11.	Resolution of Disputes, Breaches, or Other Litigation	*>$250,000 (see Note)*	*>$250,000 (see Note)*	*>$250,000 (see Note)*	*>$250,000 (see Note)*	*>$250,000 (see Note)*

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	***Operations/ Management/ Subrecipients***	***Rolling Stock Purchase***	***Construction* (*See Note Below)***	***Materials & Supplies***
12.	Lobbying	*>$100,000*	*>$100,000*	*>$100,000*	*>$100,000*	*>$100,000*
13.	Clean Air	*>$150,000*	*>$150,000*	*>$150,000*	*>$150,000*	*>$150,000*
14.	Clean Water	*>$150,000*	*>$150,000*	*>$150,000*	*>$150,000*	*>$150,000*
15.	Cargo Preference			*Involving property that may be transported by ocean vessel*	*Involving property that may be transported by ocean vessel*	*Involving property that may be transported by ocean vessel*
16.	Fly America	*Involving foreign transport or travel by air*	*Involving foreign transport or travel by air*	*Involving foreign transport or travel by air*	*Involving foreign transport or travel by air*	*Involving foreign transport or travel by air*
17.	Davis Bacon Act and Copeland Anti-Kickback Act				*>$2,000 (including ferry vessels)*	
18.	Contract Work Hours & Safety Standards Act		*Contracts >$250,000 (transportation services excepted.)*	*>$250,000*	*>$250,000 (also ferries.)*	
19.	Bonding				*>$250,000*	

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	***Operations/ Management/ Subrecipients***	***Rolling Stock Purchase***	***Construction* (*See Note Below)***	***Materials & Supplies***
20.	Seismic Safety	*A&E for new buildings & additions*			*New buildings & additions*	
21.	Transit Employee Protective Arrangements		*FTA programs involving public transportation operations funded with 5307-5312, and 5316*			
22.	Charter Service Operations		***All** transit operations contracts involving FTA funding under 49 USC 5307, 5309, 5311 or 5316 funds*			
23.	School Bus Operations		***All t**ransit operations contracts*			
24.	Drug Use and Testing/ Alcohol Misuse and Testing		*All transit operations contracts*			

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	***Operations/ Management/ Subrecipients***	***Rolling Stock Purchase***	***Construction* (*See Note Below)***	***Materials & Supplies***
25.	Patent Rights, and Rights in Data and Copyrights	*Research & development*				
26.	Special DOL EEO clause for construction projects				>$10,000	
27.	Disadvantaged Business Enterprises (DBEs)	*All*	*All*	*All*	*All*	*All*
28.	Recycled Products (Solid Wastes)		*Contracts for items designated by EPA, when procuring $10,000 or more per year*		*Contracts for items designated by EPA, when procuring $10,000 or more per year*	*Contracts for items designated by EPA, when procuring $10,000 or more per*
29.	ADA Access	*A&E*	*All*	*All*	*All*	*All*
30.	Veterans Preference				*>$150,000*	
31.	Motor Carrier Safety	*All*	*All*	*All*	*All*	*All*
32.	Seat Belt Use and Distracted Driving	*All*	*All*	*All*	*All*	*All*
33.	Protection of Sensitive and Personally	*All*	*All*	*All*	*All*	*All*

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies
	Identifiable Information					
34.	Trafficking in Persons	*All*	*All*	*All*	*All*	*All*
35.	Tax Liability and Recent Felony Convictions	*All*	*All*	*All*	*All*	*All*
36.	Construction Site Safety				*all*	
37.	Domestic Preferences for Procurements	*All*	*All*	*All*	*All*	*All*
38.	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	*All*	*All*	*All*	*All*	*All*
39.	Bus Testing			*All, except minivans*		
40.	Pre-Award and Post-Delivery Audit Requirements			*All*		
41.	FTA Clauses Required when DBE threshold has been met	*If DBE threshold has been met*	*DBE threshold has been met*	*DBE threshold has been met*	*DBE threshold has been met*	*DBE threshold has been met*
42.	Conformance with ITS	*ITS Projects*	*ITS Projects*	*ITS Projects*	*ITS Projects*	*ITS Projects*

	CLAUSE					
		Professional Services/A&E	*Operations/ Management/ Subrecipients*	*Rolling Stock Purchase*	*Construction* (*See Note Below)*	*Materials & Supplies*
	National Architecture					

REQUIRED CLAUSES FOR FTA-ASSISTED CONTRACTS

These requirements do not apply to micro-purchases ($10,000 or less), except that Davis-Bacon and Copeland Anti-Kickback Act requirements apply to contracts over $2,000 for Construction, including Ferry Vessels.

Applicability data is found on the table above and with each clause below. Please review your specific funding source for additional applicability and requirements. Any updates to these clauses by the FTA not reflected here shall be considered in full force and effect.

1. No Federal Government Obligation to Third Parties.

Authority - FTA Master Agreement (30) at Section 3(*l*)

Applicability - all contracts

Except as the Federal Government expressly consents in writing, the Authority and Contractor agrees that:

(1) The Federal Government does not and shall not have any commitment or liability related to the Contract, to any Contractor or Subcontractor at any tier, or to any other person or entity that is not a party (FTA or the Authority) to the Contract; and

(2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Contract, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Authority) to the Contract.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

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

Authority - 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001 and 49 CFR. Part 31, FTA Master Agreement (30) at Section 39(b).

Applicability - all contracts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or

the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Authority must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Authority is located. The Authority must include a similar notification requirement in its Contracts that must require each Contractor to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 CFR §§180.220 and 1200.220.

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

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

Additional Notice to U.S. DOT Inspector General. The Authority or Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Project is located, if the Authority or Contractor has knowledge of potential fraud, waste, or abuse occurring on any project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs regardless of whether the project is related to this Contract or another agreement between the Authority and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Authority. It also applies to subcontractors at any tier. "Knowledge," as used in this paragraph, includes, but is not limited to, knowledge

of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Authority or Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Authority, including divisions tasked with law enforcement or investigatory functions.

The Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Flow Down Requirements - The Program Fraud clause extends to all contractors and their subcontracts at every tier who make, present, or submit covered claims and statements.

3. Access to Records and Reports.

Authority - 49 U.S.C. § 5325(g), 2 CFR. § 200.333 and 49 CFR. part 633, 49 CFR part 630, FTA Master Agreement (30) at Sections 8(c).

Applicability – all contracts

a. *Record Retention*. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. *Retention Period*. The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. *Access to Records*. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Contractor is notified that the Authority may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F – Audit Requirements, as amended.

d. *Access to the Sites of Performance*. The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

e. *National Transit Database*. For each fiscal year the Authority receives or provides to any public transportation operation federal assistance appropriated or made available for 49 U.S.C. §5307 (including Passenger Ferry Grant Program) or any provision of 40 U.S.C. §5311:

(1) *Reporting Requirements:* The Authority agrees to, and assures that it will require any person that receives benefits directly from its Award (including the public transportation operators participating in its Award), the accompanying Contract, and any Amendments thereto:

(i) To facilitate compliance with 49 U.S.C. §5335(a), which authorizes the National Transit Database (NTD);

(ii) To conform to the NTD reporting system and the Uniform System of Accounts and Records;

(iii) To comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630;

(iv) To report when required to the NTD in accordance with FTA regulations 49 CFR Part 630, "National Transit Database," and applicable FTA instructions:

(A) Any information relating to a transit asset inventory or condition assessment conducted by the Authority;

(B) Any data on assaults on transit workers of the Authority;

(C) Any data on fatalities that result from an impact with a bus; and

(D) Such other information as FTA may require; and

(v) To comply with another applicable reporting regulations, and requirements, and

(vi) To follow FTA guidance.

(2) *Voluntary Compliance*. FTA encourages any Authority that is not required to provide information for the NTD, to provide that information voluntarily.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

4. Federal Changes.

Authority – 49 CFR Part 18

Applicability – all contracts

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and FTA, Super Circular 2 CFR Part 200 and FTA Circular 4220.1F 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.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

5. Civil Rights (Title VI, EEO, ADA).

Authority – Appendix II to Part 200, FTA Master Agreement (30) at Section 12(b)-(d), FTA Best Procurement Practices Manual

Applicability - all contracts

The JTA is an Equal Opportunity Employer. As such, the JTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the JTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination in Federal Public Transportation Programs**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will:

A. Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identify), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Prohibit the:

(i) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;

(ii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or

(iii) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

C. Follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

2. **Nondiscrimination – Title VI of the Civil Rights Act.** The Contractor will:

A. Prohibit discrimination based on race, color, or nation origin;

B. Comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

(ii) 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 CFR Part 21; and

(iii) Federal transit law, specifically 49 U.S.C. § 5332; and

C. Follow:

(i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance;

(ii) U.S. DOJ, "Guidelines of the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR § 50.3; and

(iii) All other applicable federal guidance that may be issued.

3. **Equal Employment Opportunity**.

(1) *Federal Requirements and Guidance*. The Contractor agrees to prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

(i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;

(ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;

(iii) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;

(iv) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;

(v) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and

(vi) Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

(2) *Specifics*. The Contractor agrees to:

(i) *Affirmative Action*. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 CFR. chapter 60), take affirmative action that includes, but is not limited to:

(A) Recruitment advertising, recruitment, and employment;

(B) Rates of pay and other forms of compensation;

(C) Selection for training, including apprenticeship, and upgrading; and

(D) Transfers, demotions, layoffs, and terminations; but (ii) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer;" and

(3) *Equal Employment Opportunity Requirements for Construction Activities*. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:

(i) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR. chapter 60; and

(ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR. Part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it, the FTA, FDOT or the U.S. DOT may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under the Contract until the Contractor complies and/or cancellation, termination or suspension of the Contract, in whole or in part.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier. In all solicitations made by the Contractor and all subcontractors, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials

and leases of equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status and that these same obligations extend to any subcontractor, supplier or lessor.

6. Incorporation of Federal Transit Administration (FTA) Terms.

Authority – FTA Master Agreement (30) at Section 3(i)(5)-(6)

Applicability - all contracts

> All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F and the Super Circular 2 CFR Part 200, 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 State requests, which would cause the State to be in violation of the FTA terms and conditions.
>
> Federal requirements that apply to the Authority or the Award, the FTA Master Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirement, or guidance, or changes in the FTA Master Agreement including any information incorporated by reference and made part of that FTA Master Agreement and applicable changes to those federal requirements will apply to each Contract and parties thereto at any tier.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

7. Energy Conservation.

Authority - 42 U.S.C. 6321 et seq. and 49 CFR. Part 622, subpart C

Applicability - all contracts

> 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, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR. Part 622, subpart C.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

8. Termination Provisions.

Authority - 2 CFR. § 200.339 and 2 CFR. Part 200, Appendix II (B), FTA Master Agreement (30) Section 16(d)(2)

Applicability – all contracts

For all contracts in excess of $10,000, termination provisions are referenced in Section IV. **Term of Contract and Termination** of the Contract under Section IV of this solicitation package. These termination provisions address termination for cause and for convenience by the non-federal entity and includes the manner by which it will be effected and the basis for settlement.

Flow Down Requirements – none.

9. Government-Wide Debarment and Suspension.

Authority - 2 CFR. Part 180, 2 CFR. § 180.300, 2 CFR Part 1200, 2 CFR. § 200.213, 2 CFR. Part 200 Appendix II (I), Executive Order 12549 and Executive Order 12689, FTA Master Agreement (30) at Section 4(h), FTA Best Procurement Practices Manual

Applicability - All contracts over $25,000

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR. Part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

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

By signing and submitting its bid or proposal, the bidder or Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the JTA. If it is later determined by the JTA that the bidder or Bidder knowingly rendered an erroneous certification, in addition to remedies available to the JTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Bidder agrees to comply with the requirements of 2 CFR. Part 180, subpart C, as supplemented by 2 CFR. Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Bidder further agrees to

include a provision requiring such compliance in its lower tier covered transactions.

Flow Down Requirements - Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 CFR. Part 180, as supplemented by 2 CFR. Part 1200; and (b) pass the requirement to comply with subpart C of 2 CFR. Part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

10. Buy America Requirements.

Authority - 49 U.S.C. 5323(j) and 49 CFR. Part 661 (49 CFR. § 661.13(b) and 49 CFR. § 661.6), FTA Master Agreement (30) at Sections 3(h), 16(d)(1) and 15 (a)-(b), FTA Best Procurement Practices Manual

Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than $150,000. Work orders and small purchases of less than one hundred fifty thousand dollars ($150,000.00) made with capital, operating, or planning funds are waived from Buy America requirements.

The Contractor agrees to comply with the domestic procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 40 U.S.C. § 5323(j), which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR. § 661.11.

The Bidder/Proposer must submit to JTA the appropriate Buy America certification below with its Bid(s) or Proposal(s). Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

The JTA presumes that any Contractor who submitted such certificate is complying with the Buy America provisions. A false certification is a criminal act in violation of 18 U.S.C. § 1001. A Contractor who certifies that it will comply with the applicable Buy America requirement is bound by its original certification (in the case of a sealed bidding procurement) or the certification it submitted with its final offer (in the case of a negotiated procurement) and is not permitted to change its certification after bid opening or submission of its final offer. Where a Contractor certifies that it will comply with Buy America requirements, the Contractor is not eligible for a waiver of those requirements. The JTA reserves the right to request additional information, and/or to conduct both pre-award and post-award audits to ensure that the Contractor is in compliance with Buy America requirements.

In addition to the aforementioned Buy America Requirements, the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58 that includes the Build America,

Buy America Act ("the Act") Pub. L. No. 117-58, Div G, Title IX, §§ 70911-27 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Authority and Contractor acknowledges that this agreement is neither a waiver of §70914(a) nor a finding under § 70914(b). The Act, requires the following Buy America Act preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufacturer products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufacturer product that are mined, produced or manufactured in the United States is greater than 55 percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established in applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States (IIJA §70912(2) and (6)(B)(ii)).

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Definitions

"Construction materials" include an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

"Domestic content procurement preference' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the Unites States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Flow Down Requirements - The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

11. Provisions for resolution of disputes, breaches, or other litigation.

Authority – FTA Master Agreement (30) at Section 39(b).

Applicability – all contracts

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Authority who must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Authority is located. The Authority must include a similar notification requirement in its Contractor Agreements and must require each Contractor to include a similar notification requirement in its sub agreements at every tier for any agreement that is a "covered transaction" according to 2 CFR. §§ 180.220 and 1200.220.

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

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

(3) Additional Notice to U.S. DOT Inspector General. The Authority must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief

Counsel or Regional Counsel for the Region in which the Authority is located, if the Authority has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. §3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Authority and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Authority. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Authority. In this paragraph, "promptly" mean to refer information without delay and without change. This notification provision applies to all divisions of the Authority, including division tasked with law enforcement or investigatory functions.

Flow Down Requirements - The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a "covered transaction" according to 2 CFR. §§ 180.220 and 1200.220.

12. Lobbying Restrictions.

Authority - 31 U.S.C. § 1352, 2 CFR. § 200.450, 2 CFR. Part 200 Appendix II (I) and 49 CFR. Part 20, Appendix A, FTA Master Agreement (30) at Section 4(c)

Applicability - All contracts over $100,000

The Authority agrees that neither it nor any Contractor will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Contract, including any extension of modification, according to the following:

A. 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 any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

B. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5). The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Flow Down Requirements - The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

13. Clean Air

Authority - 42 U.S.C. 7401–7671q and FTA Master Agreement (30) at Section 16(d)(7)

Applicability - All contracts over $150,000

The Contractor agrees:
1) It will not use any violating facilities;
2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3) It will report violations of use of prohibited facilities to FTA; and
4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Flow Down Requirements - The Clean Air Act requirements flow down to all subcontracts over $150,000 at every tier.

14. Clean Water.

Authority - 33 U.S.C. 1251–1388, the Federal Water Pollution Control Act 33 U.S.C. 1251-1387, as amended, FTA Master Agreement (30) at Section 16(d)(7)

Applicability - All contracts over $150,000

> Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Flow Down Requirements - The Clean Water requirements flow down to all subcontracts over $150,000 at every tier.

15. Cargo Preference - Use of United States-Flag Vessels.

Authority - 46 U.S.C. § 55305 and 46 CFR. Part 381.7, FTA Master Agreement (30) at Section 15(c), FTA C 4220.1F at Appendix D

Applicability - Contracts involving equipment, materials or commodities which may be transported by ocean vessels.

> Contractor shall: (a) use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; (b) furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); (c) include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Flow Down Requirements - The Cargo Preference requirements flow down to all subcontracts involved with the transport of equipment, material, or commodities by ocean vessel.

16. Fly America.

Authority - 49 U.S.C. § 40118, and 41 CFR.§§ 301-10, FTA Master Agreement (30) at Section 15(d), FTA C 4220.1F at Appendix D

Applicability - All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S.

a) Definitions. As used in this clause--
"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
"United States" means the 50 States, the District of Columbia, and outlying areas.
"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

_____
(End of statement)

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

Flow Down Requirements - The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

17. Davis-Bacon and Copeland Anti-Kickback Acts.

Authority – Appendix II to Part 200, 49 U.S.C. § 5333(a), 40 U.S.C. §§ 3141 – 3148, 29 CFR. Part 5, 18 U.S.C. § 874, and 29 CFR. Part 5 (29 CFR. § 5.5), 29 CFR. § 3.1 and 3.11, 18 U.S.C. § 874, 40 U.S.C. § 3145, FTA Master Agreement (30) at Section 16(d)(4), FTA C 4220.1F at Appendix D

Applicability - Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over $2,000.

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

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR

5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Flow Down Requirements - These requirements extend to all third party contractors and their subcontracts at every tier and subrecipients and their subcontracts at every tier.

18. Contract Work Hours and Safety Standards Act

Authority – Appendix II to Part 200, 40 U.S.C. §§ 3701-3708 and 29 CFR. Part 1926, FTA Master Agreement (30) at Section 16(d)(5), FTA C 4220.1F at Appendix D

Applicability - Contracts over $100,000 that involve the employment of mechanics or laborers.

For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3702-3704), as supplemented by the DOL regulations at 29 CFR. Part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor,

such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The 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. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR. Part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

19. Bonding.

Authority - 2 CFR 200.325, FTA Master Agreement (30) at Section 16(n), FTA C 4220.1F at Appendix D

Applicability – For all FTA Funded construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently $250,000), the federal awarding agency may accept the bonding policy and requirements of JTA if the federal awarding agency has made a determination that the federal interest is adequately protected.

The Authority agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:

(1) Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Contract that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.

(2) Activities Not Involving Construction. For each Project or related activities implementing the Contract not involving construction, the Authority will not impose excessive bonding and will follow FTA guidance.

20. Seismic Safety.

Authority - 42 U.S.C. 7701 et seq., 49 CFR. § 41.117 and Executive Order (E.O.) 12699, FTA C 4220.1F at Appendix D

Applicability – Design and construction of new buildings and additions to existing buildings.

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Flow Down Requirements - The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

21. Public Transportation Employee Protective Arrangements.

Authority - 49 U.S.C. § 5333(b) ("13(c)") and 29 CFR. Part 215, FTA Master Agreement (30) at Section 24(d)

Applicability - Each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

The Contractor agrees to comply with the following employee protective arrangements of

49 U.S.C. § 5333(b):

A. *U.S. DOL Certification*. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307-5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provision of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Contractor agrees that the certification issued by U.S. DOL is a condition of the Contract and that the Contractor must comply with its terms and conditions.

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

C. *Special Arrangements for Contracts for Federal Assistance Authorized under 49 U.S.C. § 5310*. The Authority agrees, and assures that any Contractor providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, the former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C.§ 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

22. Charter Service Operations.

Authority - 49 U.S.C. 5323(d), (g) and (r) and 49 CFR. Part 604, FTA Master Agreement (30) at Section 28

Applicability – all transit operations contracts involving FTA funding under 49 USC 5307, 5309, 5311 or 5316 funds

(a) Prohibitions. The Contractor agrees to not engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. 5323(d), (g) and (r), FTA regulations, "Charter Service," and 49 CFR Part 604, any other federal Charter Service regulations, federal requirements, or federal guidance.

(b) *Exceptions.* Apart from exceptions to the Charter Service restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

(1) FTA's Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. §5307 to support a Job Access and Reverse Commute (JARC) –type Project or related activities that would have been eligible for assistance under repealed 40 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Authority uses that federal assistance for FTA program purposes only; and

(2) FTA's Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Authority uses that federal assistance for FTA program purposes only.

(c) *Violations*. The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA's Charter Service regulations, 49 CFR Part 604, appendix D, or barring it or any subcontractor from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

Flow Down Requirements - The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

23. School Bus Operations.

Authority - 49 U.S.C. 5323(f) and 49 CFR. Part 605, FTA Master Agreement (30) at Section 29

Applicability - Contracts for operating public transportation service.

(a) *Prohibitions.* The Contractor agrees to not engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. 5323(f) or (g), FTA regulations, "School Bus Operations," 49 CFR .Part 605, and any other applicable federal "School Bus Operations" laws, regulations, requirements, or applicable federal guidance

(b) *Violations.* If the Contractor has operated school bus service in violation of FTA's School Bus laws, regulations, or requirements, FTA may require the Authority or Contractor to take such remedial measures as FTA considers appropriate, or bar the Authority or Contractor from receiving federal transit assistance.

Flow Down Requirements - The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

24. Substance Abuse – Alcohol Misuse and Prohibited Drug Use Requirements.

Authority - 49 U.S.C. § 5331, 49 CFR. Part 655 and 49 CFR. Part 40.11(c), FTA Master Agreement (30) at Section 35, FTA C 4220.1F at Appendix D

Applicability – all transit operations contracts

Any Contractor that performs safety-sensitive functions must comply with Federal transit laws, specifically 409 U.S.C. § 5331, FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" under 49 CFR. Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40. Under 49 CFR. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1) Operating a revenue service vehicle, including when not in revenue service;
2) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3) Controlling dispatch or movement of a revenue service vehicle;
4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5) Carrying a firearm for security purposes.

The Contractor agrees to comply with the following Federal substance abuse regulations:

(A) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR Part 182,

(B) Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR Part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

The Contractor shall establish an anti-drug use and alcohol misuse program that includes the following:

(A) A statement describing the employer's policy on prohibited drug use and alcohol misuse in the workplace, including the consequences associated with prohibited drug use and alcohol misuse. This policy statement shall include

all of the elements specified in §655.15. Each employer shall disseminate the policy consistent with the provisions of §655.16.

(B) An education and training program which meets the requirements of §655.14.

(C) A testing program, as described in Subparts C and D of this part, which meets the requirements of this part and 49 CFR Part 40.

(D) Procedures for referring a covered employee who has a verified positive drug test result or an alcohol concentration of 0.04 or greater to a Substance Abuse Professional, consistent with 49 CFR Part 40.

Flow Down Requirements -The Substance Abuse requirements flow down to all Contractors at every tier who perform a safety-sensitive function for the JTA.

25. Patent and Rights in Data.

Authority - 2 CFR. Part 200, Appendix II (F) and 37 CFR. §401.3, FTA Master Agreement (30) at Sections 17 and 18, FTA C 4220.1F at Appendix D

Applicability - Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (less than $3,500). If the federal award meets the definition of "funding agreement" under 37 CFR. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Authority intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 CFR. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the

Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

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

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

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

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

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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

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

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

Flow Down Requirements - The Patent Rights and Rights in Data requirements flow down to all third party contractors and their contracts at every tier that meet the definition of a research-type project under 37 U.S.C. § 401.2.

26. Special Department of Labor (DOL) EEO clause for Construction Projects.

Authority - Executive Order 11246, 41 CFR § 60-1.4(b), FTA Master Agreement (30) at Section 12(d), FTA C 4220.1F at Appendix D

Applicability – Federal or federally assisted construction contracts and subcontracts in excess of $10,000.

Additional Equal Opportunity Clauses for Construction Contracts.

The equal opportunity clause published at 41 CFR 60-1.4(a) and published at 41 CFR 601.4(b) in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." are incorporated herein by reference. In addition to those clauses, the following applies to all construction contracts in excess of $10,000.

(Full language follows):

Equal Opportunity Clause

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every

subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Flow Down Requirements - The Special Department of Labor (DOL) EEO clause for Construction Projects requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the recipient or subrecipient.

27. Disadvantaged Business Enterprises (DBEs).

Authority - 49 CFR. Part 26, 49 CFR. § 26.13(b), FTA Master Agreement (30) at Section 12e(4)(ii), FTA C 4220.1F at Appendix D

Applicability - all contracts

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 and with section 1101(b) of SAFETEA LU, 23 U.S.C.§101.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted 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 JTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. The successful Bidder/Offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Flow Down Requirements - The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. Note that it is the JTA's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the JTA to make sure it intervenes to monitor compliance. The onus for compliance is on the JTA.

28. Recycled Products (Solid Wastes).

Authority - 42 U.S.C. § 6962, 40 CFR. Part 247, 2 CFR. Part § 200.323, FTA Best Procurement Practices Manual, FTA C 4220.1F at Appendix D

Applicability –All contracts over $10,000 for items designated by the EPA Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2. The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR. Part 247.

Flow Down Requirements - These requirements flow down to all applicable subcontracts at all tiers.

29. ADA Access.

Authority – 49 U.S.C. § 5301, 29U.S.C. § 794, 42 U.S.C. § 12101, FTA Master Agreement (30) at Section 12(h), FTA C 4220.1F at Appendix D-3.

Applicability – all contracts

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of sections 503 and 504 of the

Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:
(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR. Part 37;
(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR. Part 27;
(3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR. Part 38;
(4) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 40 CFR Part 39;
(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR. Part 35;
(6) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR. Part 36;
(7) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 CFR. Subpart 101-19;
(8) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR. Part 1630;
(9) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR. Part 64, Subpart F;
(10) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;
(11) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR. Part 609;
(12) FTA Circular 4710.a, "Americans with Disabilities Act: Guidance," and
(13) Other applicable federal civil rights and nondiscrimination regulations and guidance; and
(14) Any implementing requirements FTA may issue.

Flow Down Requirements - This section applies to subcontractors at all tiers.

30. Veterans Preference.

Authority – 49 USC § 5325(k), FTA Master Agreement (30) at Section 16(u)

Applicability – all contracts

To the extent practicable, the Contractor agrees it:

(1) Will give a hiring preference to veterans, as defined in 5 USC § 2108, who have the skills and abilities required to perform construction work required for a capital project supported with funds made available or appropriated for 49 USC chapter 53; and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability or a former employee.

Flow Down Requirements – None.

31. Motor Carrier Safety

Authority - FTA Master Agreement (30) at Section 33

Applicability - all contracts

Contractor agrees that it will comply with the applicable economic and insurance registration requirements of the:

(1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 CFR. Part 387, if it is engaged in operations requiring compliance with 49 CFR. Part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone;

(2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 CFR. Part 387, and reduce the amount of insurance the Authority must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;

(3) The safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 CFR. Parts 390 – 397, to the extent applicable; and

(4) The driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 CFR. Part 383, and "State Compliance with Commercial Driver's License," 49 CFR. Part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Controlled Substances and Alcohol Use and Testing," 49 CFR. Part 382, and implementing federal guidance, to the extent applicable.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

32. Safe Operation of Motor Vehicles.

Authority - FTA Master Agreement (30) at Section 34(a)(2) and (b)(3)

Applicability - all contracts

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

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

Contractor is also to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

33. Protection of Sensitive and Personally Identifiable Information

Authority - FTA Master Agreement (30) Section 36(c), US DOT Common Rules

Applicability - all contracts

Contractor must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

34. Trafficking in Persons

Authority - Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction, FTA Master Agreement (30) at Section 4(f)

Applicability - all contracts

Contractor agrees that it and its employees that participate in the Contract, may not:

Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect;

Procure a commercial sex act during the period of time that the Contract is in effect; or

Use forced labor in the performance of the Contract or subagreements thereunder.

Violation of this provision provides JTA the right to unilaterally terminate the Contract.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

35. Federal Tax Liability and Recent Felony Convictions

Authority - 2019 Pub. L 116-6; FTA Master Agreement (30) at Section 4(g), DOT Order 4200.6.

Applicability - all contracts

By submitting a bid or otherwise attempting to enter into a contract with the JTA, the undersigned Contractor certifies that it:

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

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

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

36. Construction Site Safety

Authority - Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, 40 U.S.C. § 3701 et seq.; U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR. Part 1904; "Occupational Safety and Health Standards," 29 CFR. Part 1910; and "Safety and Health Regulations for Construction," 29 CFR. Part 1926, and FTA Master Agreement (30) at Section 24a(4)

Applicability - all construction contracts

The Contractor agrees that it will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in the Project or related activities, including the: (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and (ii) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR. Part 1904;

"Occupational Safety and Health Standards," 29 CFR. Part 1910; and "Safety and Health Regulations for Construction," 29 CFR Part 1926.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

37. Domestic Preferences for Procurements

Authority - 2 CFR Part 200 Appendix II (L); 2 CFR. § 200.322

Applicability - all contracts

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this Contract.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Authority - 2 CFR Part 200 Appendix II (K); 2 CFR. § 200.216

Applicability - all contracts

(a) The Authority and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

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

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

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

(ii) Telecommunications or video surveillance services provided by such

entities or using such equipment.

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

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

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

39. Bus Testing.

Authority - 49 U.S.C. § 5318(e) and 49 CFR. Part 665, FTA Master Agreement (30) at Section 16(m)

Applicability - Rolling stock, except minivans

Contractor shall comply with 49 U.S.C 5323 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (Limitation on Certain Rolling Stock Procurements), and their implementing regulations including the FTA's implementing regulation 49 CFR Part 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.

Flow Down Requirements - none.

40. Pre-Award and Post-Delivery Audit Requirements.

Authority - 49 U.S.C. 5323(m) and 49 CFR. Part 663, FTA Master Agreement (30) at Section 16(m)

Applicability - Rolling stock

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

Flow Down Requirements – none.

41. FTA Clauses Required when DBE Threshold Has Been Met

Applicability – all contracts where there is DBE Participation

a. Contract Assurance. 49 CFR Part 26.13

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26.13 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

b. Monitoring the Performance of other Program Participants. 49 CFR Part 26.37

The JTA will monitor each DOT funded contract with DBE participation to ensure that all work committed to DBEs at contract award or subsequently (as a result of contract modification) is actually performed by the DBEs to which the work was committed. Site visit will be conducted periodically by staff. Contractors' Request for Payment forms will be monitored to ensure that DBEs are being paid in accordance to their signed agreements.

All Prime Contractors will be required to self-report all payments received from the JTA into the B2GNow (Contract Compliance Tracking System). This system tracks payments made to the prime contractor and all payments made by the prime to any subcontractors, to include DBEs, and the timeliness of those payments in accordance to JTA's Prompt Payment Clause.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

c. Prompt Payment. 49 CFR Part 26.29(a)

Contractors are required to pay all subcontractors for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the JTA. Failure to comply may result in future withholdings of prime contractor's reimbursements and/or other sanctions until the prime contractor ensure all subcontractors are being promptly paid for all work performed.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

d. Return of Retainage. 49 CFR Part 26.29(b), FY2019 FTA Procurement System Review Guide at P11.

Contractor is required to ensure prompt and full payment of retainage to all subcontractors within thirty (30 days) after the subcontractor's work is satisfactorily completed. Contractor is prohibited from holding retainage from subcontractors until the project is completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the JTA. When JTA has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

e. Termination for Convenience (DBE). 49 CFR Part 26.53

No prime contractor will terminate for convenience a DBE subcontractor that was listed and agreed to perform a project task (or an approved substitute DBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without prior written consent from JTA's Diversity & Equity Program Office.
The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the prime contractor obtains written consent form JTA's Diversity & Equity Program Office; and unless the consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Appropriate administrative remedies will be invoked to any Prime Contractor that terminates and/or removes a DBE firm/s for convenience. Those remedies may include requirement to pay terminated DBE firm/s; withholding of future payments and/or retainage; and/or disbarment from future consideration of project awards with the JTA.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

42. Conformance with ITS National Architecture

Authority - FTA Master Agreement (30) at Section 16(l), SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455

Applicability – Information Technology System (ITS) Projects

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

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro-purchases ($10,000 or less)

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.

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.

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, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as
amended by FAST Act, 49 CFR Part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, 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.
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 eedition 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.

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.S.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.

Geographic Restrictions.
All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

In-State Bus Dealer Restrictions.
The Recipient agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided in 49 U.S.C. § 5325(i).

Organizational Conflicts of Interest.
The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Project Labor Agreements.
As a condition of a third party contract award, the Recipient may require the Third Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a Project Labor Agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009 (74 Fed. Reg. 6985).

Force Account.
The Recipient agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

FTA Technical Review.
The Recipient agrees that FTA may review and approve the Recipient's technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.

Relationship of the Award to Third Party Contract Approval.
The Recipient agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non- competitive third party contract associated with the Award, unless FTA indicates otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only.
Non Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal OMB Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Uniform Guidance. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted, whereby records must be available for review or audit by appropriate officials of the cognizant Federal agency and the U.S. Governmental Accountability Office (GAO). Non- Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the Florida Department of Transportation. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the Florida Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of the Uniform Guidance may result in suspension or termination of Federal award payments.

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.
Non-urbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Title 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as Uniform Guidance) agrees to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Uniform Guidance.

SECTION VII
REQUIRED FORMS & CERTIFICATIONS

Legal Entity of Proposer /Authorized Signatories

The Proposal Pricing Form shall clearly indicate the legal name, address, and telephone number of the Proposer and accurately identify the type of legal entity of the Proposer (i.e., corporation, LLC, partnership, joint venture, individual). The Proposal Pricing Form shall be signed by an individual with the authority to bind the Proposer and shall clearly identify (by typing or printing) the name of the authorized representative of the Proposer.

Proposers must be registered with the Florida Department of State to engage in business in the State of Florida. If the Proposer is a joint-venture, the Authority will treat the entity as a general partnership for all purposes, and the joint-venture must submit, in addition to the other submissions required herein, evidence of the authority of the individual(s) submitting the venture's Proposal that such individual(s) is duly authorized to bind the venture make all of the required statements, assurances and certifications on behalf of the entity.

Each other entity submitting a Proposal shall cause the Forms to be signed by its appropriately authorized senior executive officer, manager, or general partner. Submitting a Proposal is deemed to be a representation and warranty by the entity and individual submitting it that such entity has duly authorized the Proposal, and the individual(s) signing such Proposal has the authority to submit the Proposal and make all of the required statements, assurances and certifications on behalf of the entity.

Required Forms. Each form that is applicable to this solicitation is attached below for the proposer. Be sure to be thorough and get every form in the final submittal.

There is a Technical Requirements Matrix for the regular buses and for the articulated buses that you must fill out. Be sure to answer the questions in columns that represent the type of bus(es) provided. The pricing form is a separate document for the proposer to fill out and sign. There are multiple tabs so be sure pricing is included for all of the requirements and options.

PRINT ALL OF SECTION VII, COMPLETE & EXECUTE THE FORMS. SUBMIT UNDER TAB 1 OF YOUR PROPOSAL.

Acknowledgement of Receipt of Addenda

I hereby certify that I have read and understand and certify the truthfulness of the required statements of the Solicitation and acknowledge receipt of the following Addenda issued during the advertisement period for this Solicitation.

Addendum	Dated	Signature/Title
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____

Signature of Proposer's Authorized Representative: _____

Typed/Printed Name: _____

Title: _____ Date: _____

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CONFIDENTIALITY AND NONDISCLOSURE TERMS

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Additionally, “Confidential Information” shall also include any and all personal, protected or otherwise sensitive information which the Receiving Party might be exposed to during the day to day operations of the Disclosing Party.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(signature page follows)

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

(Firm Name):

By:_____

Printed Name:_____

Title:_____

JACKSONVILLE TRANSPORTATION AUTHORITY:

By:_____

Printed Name: Nathaniel P. Ford Sr.

Title: Chief Executive Officer

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Conflict of Interest Certification

Proposers must execute either Section 1 **or** 2 to certify compliance with Florida Statutes §112.313, 2 CFR 200.112, FTA Circular C 4220.1F,VI,2.a.(4)(h), and the FTA Master Agreement Section 4 (Ethics) hereinafter collectively the ("Conflict of Interest Regulations").

No Jacksonville Transportation Authority ("JTA") Board Member, employee, officer, agent or any immediate family member or partner thereof, of any of the above, or an organization which employs or is about to employ any of the above, that has a financial or other interest in the Proposer may participate in the selection for award or award funding or administer the Contract involving the Proposer. None of the above has received any gift from the Proposer. The Contractor shall obtain this certification from all subcontractors and forward it to the JTA if Section 2 has been completed by the subcontractor.

SECTION 1 – Conflict of Interest DOES NOT Exist

The Proposer/Subcontractor acknowledges and understands the requirements of the Conflict of Interest Regulations and certifies that **no** real, apparent or potential conflict of interest exists.

Name of Proposer/Subcontractor:_____

Signature of Proposer's/Subcontractor's Authorized Official:_____

Printed Name:_____Title:_____
Date:_____FEI/EIN #:_____

SECTION 2 – Conflict of Interest EXISTS

The Proposer/Subcontractor acknowledges and understands the requirements of the Conflict of Interest Regulations and certifies that a real, apparent or potential conflicts of interest may exists and is hereby disclosed in full.

Printed Name of Proposer/Subcontractor: _____

Names of individuals and nature of their interest in Proposer/Subcontractor:

_____

_____

_____

Signature of Proposer's/Subcontractor's Authorized Official:_____

Printed Name:_____Title:_____
Date: _____FEI/EIN #:_____

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CERTIFICATION OF PROPOSER REGARDING DEBARMENT

The Proposer must complete the following certification statement. The Proposer must indicate its response by inserting a checkmark (☐) in the space following the applicable response.

Certification:

The Proposer certifies that it, its principals, and any key team members:

☐ are
☐ are not

presently suspended, debarred, excluded, or otherwise disqualified from participation in this federally assisted project by any federal department or agency.

If a Proposer responds in the affirmative to the above certification, and the contract exceeds or is expected to exceed $25,000, the Proposer is ineligible to receive an award.

Lower Tier Contractors:
The successful Proposer, by administering each lower tier subcontract for this project that exceeds $25,000, must verify that each lower tier subcontractor, at any tier, is not presently suspended, debarred, excluded, or otherwise disqualified from participation in this federally assisted project.

The successful Proposer certifies that it will accomplish this by:
1. Checking the System for Award Management at website: http://www.sam.gov;
2. Collecting a certification statement similar to the Certification of Proposer Regarding Debarment, above; and,
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

On-Going Obligation of Successful Proposer:
The successful Proposer must provide immediate written notice to the Authority if it learns either that:
a) it failed to disclose information earlier, as required by 2 C.F.R. § 180.355; or,
b) (b) due to changed circumstances, it or any of the principals or any of its key team members for this project now meet any of the criteria in 2 C.F.R. § 180.355.

Termination for Failure to Disclose:
If the Authority later determines that the successful Proposer failed to disclose to the Authority that either it, **its principals, or its key team members** were suspended, debarred, excluded, or otherwise disqualified at the time it made this certification or entered the contract for this project, the Authority will terminate the contract.

The foregoing is hereby certified and acknowledged by the undersigned.

Proposer's Legal Name: _____

Proposer's Signature: _____

Business Structure of Proposer (corp, jv, llc, etc.):_____

Primary Address: _____

Name and Telephone Number of Contact Person: _____

_____

BUY AMERICA ACT CERTIFICATION

The Buy America requirements apply to federally assisted construction contracts, and acquisition of goods or rolling stock contracts valued at more than $150,000.

(a) By submission of this Offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement it will comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide 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. This certification also includes compliance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 which includes the Build America, Buy America Act ("Act"), Pub. L. No. 117-58, §§ 70901-52. General waivers are listed in 49 C.F.R. 661.7 and 70914(c) of the Act. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

(b) An Offeror must submit to the Authority the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. Mark the applicable certifications below:

(1) **Certification requirement for procurement of steel, iron, or manufactured products:**

[ ] *Certificate of Compliance with 49 U.S.C. 5323(j)(1) and Pub .L .No. 117-58, §§70901-52*
The Bidder or Offeror hereby certifies that it will meet or meets the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5 and Pub .L. No. 117-58, *§§70901-52*.

[ ] *Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)and Pub. L. No. 117-58, §§70901-52*
The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), 49 C.F.R. 661.5 and Pub. L. No. 117-58, *§§70901-52*, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7 and Pub. L. No. 117-58, *§70914(c).*

(2) **Certification requirement for procurement of buses, other rolling stock and associated equipment:**

[ ] *Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)*
The Bidder or Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

[ ] *Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*
The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

Name of Proposer or Offeror:_____

Name and Title of Authorized Representative:_____

Print and Sign Name:_____

Title:_____Date:_____

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Certification Regarding Lobbying Pursuant to 49 CFR Part 20 for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Bidder certifies, to the best of his or her knowledge and belief that it complies with 31 USC §1352, as amended, 49 CFR Part 20, to the extent consistent with as necessary by 31 USC § 1352, as amended and all other applicable federal and state lobbying restrictions and specifically that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, 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.
[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Bidder's/Subcontractor's Authorized Official: _____

Printed Name of Bidder/Subcontractor: _____
Printed Name: _____ Title: _____
Date: _____

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Pre-Award and Post Delivery Certification

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

Certificate of Compliance

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(c)and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature _____

Company Name _____

Title _____

CERTIFICATION OF COMPLINACE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned Proposer/Manufacturer certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

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 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.

Date: _____

Signature: _____

Company Name: _____

Title: _____

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BUS TESTING PROGRAM

_____Here by certifies that the model of bus being offered in this proposal has met the requirements imposed by 49 CFR Part 665, Bus Testing, including the following two (2) conditions:

1) A model of the bus has been tested at the bus testing facility in Altoona, Pennsylvania; and

2) The proposal includes a copy of the Test Report prepared on the bus model being offered.

Authorized Signee: _____

Title: _____

Company: _____

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REQUEST FOR EQUALS

Company Name: _____

Specification Section Number:_____

Component Item Listed :_____

Proposed Item: _____

A separate form must be submitted for each request for an approved equal. Proposers are required to submit technical information for each item. Any request received without the necessary technical information will be returned.

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Certification of Eligibility

_____ hereby certifies that it is not included on the lists of persons or firms currently debarred for any reason, including but not limited to violations of various public contracts incorporating labor standards provisions, maintained by the United States Comptroller General, the United States Department of Transportation, the Florida Department of Transportation, the Jacksonville Transportation Authority, the City of Jacksonville, or any other transportation agency of any state.

_____ _____

Signature of Proposer's Authorized Representative **Date**

_____

Typed/Printed Name

_____

Title

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JACKSONVILLE TRANSPORTATION AUTHORITY (JTA)

REQUEST FOR PROPOSAL (RFP) REQUIRED RESPONSE FORM

CERTIFICATION OF REDACTED COPY

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL

Pursuant to Article 1, Section 24 of the Florida Constitution and under Chapter 119, Florida Statutes, if a Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to applicable State of Florida laws, the Respondent must provide JTA with a separate "REDACTED COPY" of its response. This redacted copy shall contain the JTA solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "REDACTED COPY" at the same time Respondent submits its response to the solicitation. **An entire proposal or the proposed cost in a proposal cannot be identified as "CONFIDENTIAL", "PROPRIETARY" or "TRADE SECRET".**

The Respondent must provide a brief description of the grounds for claiming exemption from public records law, including the specific statutory citation for such exemption that allows the withholding below.

Page No	Paragraph	Reason for Redaction

Please use additional sheets if needed.

Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify JTA for any and all claims arising from or relating to Respondents redacted portions of its response that Respondent claims are confidential, proprietary, trade secret or otherwise not subjected to disclosure.

If the Respondent fails to submit a redacted copy with its response, JTA is authorized to produce the entirety of documents, data or records submitted by Respondent in answer to a public records request for these records. Furthermore, if, in JTA's sole discretion, Respondent submits a redacted copy that is not compliant with Florida law, JTA is hereby authorized to release an unredacted copy of the response and Respondent hereby releases, discharges, acquits, indemnifies and holds harmless JTA from any and all claims, demands, actions, suits and causes of action that Respondent or any other person or entity has or hereinafter can, shall or may have against JTA because of its release of the unredacted response.

I have read and understand my responsibilities regarding any redactions I have made in this proposal.

Signed:	
On behalf of (company):	
Date:	

EQUAL OPPORTUNITY REPORT STATEMENT

AS REQUIRED AT 41-CFR-60-1.7(b)

The Proposer shall complete the following statement by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of bid:

1. The Proposer has_____ has not___ developed and has on file at each establishment a affirmative action program pursuant to 41-CFR-60-1.40 and 41-CFR-60-2.

2. The Proposer has___ has not___ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.

3. The Proposer has__ has not__ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report). (Ref. Page GP-80)

4. The Proposer does__ does not ___ employ fifty (50) or more employees.

If the Proposer has participated in previous contracts subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Proposer shall submit a compliance report on Standard Form 100 "Employee Information Report EEO-1" prior to the award of Contract.

The Proposer shall obtain an Equal Opportunity Report Statement from each subcontractor when the value of the subcontract exceeds $50,000.

By:_____

For:_____
(Proposer's Name)

_____
Printed Name & Title of Signing Official

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JACKSONVILLE TRANSPORTATION AUTHORITY

PAST EXPERIENCE/PERFORMANCE REFERENCE INFORMATION FORM

Instructions: Provide a minimum of three (3) references. Provide information requested in sections 1 through 14. Form must be filled out completely and signed by the Proposer.

1. Complete name of Government agency, commercial firm, or other organization	
2. Complete address	
3. Contract number or other reference	4. Date of contract
5. Date work was begun	6. Date work was completed
7. Estimated contract price	8. Final amount invoiced or amount invoiced to date
9. Technical point of contact (name, title, address, telephone no. and email address)	10. Location of work (country, state or province, county, city)
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by JTA). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)	
12. Current status of contract:	
13. Signature of Proposer Date	14. Print Name of Proposer

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JACKSONVILLE TRANSPORTATATION AUTHORITY

INTENT TO CONTRACT AS A DBE SUBCONTRACTOR/SUBCONSULTANT

PROPOSAL/SOLICITATION NUMBER:_____

Pursuant to DBE policy, businesses participating in the JTA's DBE Program must be certified by the Florida Uniform Certification Program (UCP) at the time of submittal of bid. The firm must be listed in the Florida UCP/DBE directory as a certified DBE firm. (http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx)

1. **Name of Prime Contractor/Consultant** _____
2. **Address, City, State and Zip** _____
3. **FEIN Number of DBE Firm** _____ - _____
4. **The DBE subcontractor/subconsultant listed below is certified by which member agency within the Florida UCP?**
   □ JTA □ FDOT □ GOAA (Orlando Airport) □ Volusia County □ Miami/Dade County □ Broward County
   □ HCAA (Hillsborough County) □ City of Tallahassee □ Lee County Port □ Key West Airport
5. **The undersigned DBE firm is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply or "install" or both):**

   _____

   and at the following price $_____. With respect to the proposed subcontract described above, _____% of the dollar value of such subcontract will be sublet and/or awarded to the following DBE firm:

_____	_____	_____
Name of DBE Firm	**Address, City, State and Zip**	**Telephone**
_____	_____	____/_____/____
Signature of Owner, President or Authorized Agent of DBE Firm	**Printed Name of Signer**	**Date**

DECLARATION OF PRIME CONTRACTOR/CONSULTANT

I HERBY DECALRE AND AFFIRM that I am the _____
(Title Declarant)
and duly authorized representative of _____
(Name of Prime Contractor/Consultant)

to make this declaration and that I have personally reviewed the materials and facts set forth in this Intent to Perform form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the DBE business signed this form in the place indicated, and no material facts have been omitted.

Except as authorized by the JTA Diversity & Equity Manager or his/her designee, the undersigned will enter into a formal agreement with the listed DBE business for work indicated by this form prior to the effective start date of the contract. The undersigned will, if requested, provide the JTA Diversity & Equity Manager or his/her designee a copy of that agreement.

The Prime Contractor/Consultant designated the following person as its DBE Liaison Officer:

_____	_____
Please Print Name	**Phone**

Pursuant to State Law, any person (entity) who makes a false of fraudulent statement in connection with the participation of a DBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution.

_____
Name of Declarant

_____ _____/_____/_____
Signature **Date**

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Proposer's List

NAME OF PRIME CONTRACTR OR/CONTRACTOR: _____

The Contractor shall provide information on ALL prospective subcontractor(s)/supplier(s) who were contacted or submitted bids/quotations in support of this solicitation. **Attach additional copies of the form as necessary**.

NAME OF SUBCONTRACTOR/SUPPLIER(S)	SCOPE OF WORK TO BE PERFORMED	CERTIFIED DBE or LSBE FIRM? (Check all that apply)	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS		UTILIZING ON THIS CONTRACT? (Please circle
NAME: ADDRESS:	SCOPE OF WORK:	**YES:** DBE ☐ LSBE ☐	☐	Less than $500K	YES or NO
			☐	$500K - $3 mil	
			☐	$3 mil - $8 mil	
			☐	$8 mil.- $15 mil	
PHONE:		**NO**:	☐	$15 mil - $20 mil	
FAX:			☐	$20 mil - $30 mil	
CONTACT PERSON:	AGE OF FIRM:		☐	More than $30 mil	
NAME: ADDRESS:	SCOPE OF WORK:	**YES:** DBE ☐ LSBE ☐	☐	Less than $500K	YES or NO
			☐	$500K - $3 mil	
			☐	$3 mil - $8 mil	
			☐	$8 mil.- $15 mil	
PHONE:		**NO**:	☐	$15 mil - $20 mil	
FAX:			☐	$20 mil - $30 mil	
CONTACT PERSON:	AGE OF FIRM:		☐	More than $30 mil	
NAME: ADDRESS:	SCOPE OF WORK:	**YES:** DBE ☐ LSBE ☐	☐	Less than $500K	YES or NO
			☐	$500K - $3 mil	
			☐	$3 mil - $8 mil	
			☐	$8 mil.- $15 mil	
PHONE:		**NO**:	☐	$15 mil - $20 mil	
FAX:			☐	$20 mil - $30 mil	
CONTACT PERSON:	AGE OF FIRM:		☐	More than $30 mil	
NAME: ADDRESS:	SCOPE OF WORK:	**YES:** DBE ☐ LSBE ☐	☐	Less than $500K	YES or NO
			☐	$500K - $3 mil	
			☐	$3 mil - $8 mil	
			☐	$8 mil.- $15 mil	
PHONE:		**NO**:	☐	$15 mil - $20 mil	
FAX:			☐	$20 mil - $30 mil	
CONTACT PERSON:	AGE OF FIRM:		☐	More than $30 mil	

Name/Title of person completing this form: _____

Signature: _____ Date: _____

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JACKSONVILLE TRANSPORTATION AUTHORITY

SCHEDULE OF SUBCONSULTANTS/SUBCONTRACTORS

Contractor: _____ ☐ **DBE** ☐ **NON-DBE**

Description of Project: _____

Solicitation No.: _____ Contract Date: _____

As part of the procedures for the submission of Proposals/Bids, all Contractors are required to identify **ALL** participating SUBCONSULTANTS/SUBCONTRACTORS. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of Business Performing Work	Certification Status (check one box)		Description of Commodity, Material, or Service	To be completed for DBE Supply Providers only, check applicable boxes			Dollar Amount Of Spend (if known)	Anticipated DBE Percentage Based on Supply Provider Checked
	DBE	NON-DBE		Manufacturer 100% of Spend	Regular Dealer 60% of Spend	Broker 100% Fees & Commissions		
							$	
							$	
							$	
							$	
							$	
Dollar Amount or Anticipated Percentage of Work to be Completed by Non-DBE SUBCONSULTANTS/SUBCONTRACTORS							$	
Dollar Amount or Anticipated Percentage of Work to be Completed by DBE SUBCONSULTANTS/SUBCONTRACTORS							$	
Total							$	

All **DBE** SUBCONSULTANTS/SUBCONTRACTORS must be certified as such by the JTA, FDOT or one of the designated certifying members of the Florida UCP DBE program. It is understood and agreed that, if awarded a Contract by the JTA, the Contractor will not make additions, deletions, or substitutions to this certified list without the consent of the JTA Diversity & Equity Program Manager or designee through the submittal of *Request for Approval of Change to Original Certified List of SUBCONSULTANTS/SUBCONTRACTORS*. It is understood that the JTA may audit any and/or all records of the Contract/vendor and conduct interviews of owners, principals, officers, employees and applicable SUBCONSULTANTS/SUBCONTRACTORS participating on the Contract. The Diversity & Equity Program Office reserves the right to ensure compliance with the JTA's **DBE** program to include status reports and audit of submitted **DBE** information as deemed necessary.

CONTRACTOR'S CERTIFICATION

The above information is true and complete, to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the JTA's **DBE** Program) in support of the JTA's DBE's intent and objective may result in being considered non-responsive to the JTA's requirements. The Diversity & Equity Program Office reserves the right to recommend an audit on the submitted **DBE** information as deemed necessary.

Name and Title: _____
(Please print or type)

Signature: _____ Date: _____ As defined in 49 CFR Part-26 - Revised: August 1, 2017

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LITIGATION DISCLOSURE FORM

Provide information, including case name, case number, court in which the case was filed, and a short description of the case regarding any litigation in which your firm, company or any individual who holds equity or is involved in the project is or has been a party to and took a position adverse to the JTA.

CASE NAME	CASE NUMBER	COURT	DESCRITPTION

By:_____

For:_____
(Company Name)

_____
Printed Name & Title of Signing Official

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Non Performance Acknowledgement Form

The JTA will also maintain a record of any and all complaints received from private property owners. Vendors will be made aware of the complaints by e-mail affording them the opportunity to correct the problem. Continued complaints or an excessive number of complaints over a period of time or excessive frequency will be reason for cancellation of service contract. The decision of the JTA as to what constitutes excessive complaints or excessive frequency will be final. The JTA reserves the right to cancel this award without prior notification of this action. Effective date of cancellation may be immediate if in the opinion of the JTA that the situation so warrants. Decision of the JTA concerning the cancellation date will be final.

In the event of immediate award cancellation, the notifications of such cancellation may be verbal by way of a telephone call. At which time all work under this contract shall cease. Any verbal cancellations will be confirmed by way of a written letter of cancellation.

The Owner shall recover any costs associated with non-performance issues identified during regular and random inspections. Groups I, III, IV and V, within (24 hrs.) next business day of written or e-mail notice from the Owner; the Contractor must correct and report in writing the identified issue. Group II must be corrected before 10:00 AM and 3 PM. If the Contractor fails to respond or if the owner re-inspects after 24 hour notice has be given and has not been corrected, it will result in a reduction from the next monthly invoice the amount of the unit cost for the performance issues identified. The cost shall be treated separately from all assessments.

PAYMENT FOR NON PERFORMANCE ACKNOWLEDGEMENT:

_____ _____

VENDORS AUTHORIZED SIGNATURE DATE

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Non-Collusion Proposal Certification

By submission of this proposal, each Proposal and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

I. The prices in the Proposal have been arrived at independently without collusion, consultation, communication or agreement, with any other Proposer or with any other competitor for the purpose of restricting competition as to any other matter relating to such prices.

II. Unless otherwise required by law, the prices which have been noted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor and,

III. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

_____ _____

Signature of Proposer's Authorized Representative **Date**

_____

Typed/Printed Name

_____

Title

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Proposed Contract Modification(s) Form

Proposer is in agreement with all proposed language indicated in the sample contract included in this solicitation.

Signature of Proposer's Authorized Official: _____ Date: _____

Printed Name of Proposer: _____ Title: _____

The Proposer would like to suggest the following modifications be consider for application to the contract. And understands that all proposed modifications are subjected to negotiations. ***Please include red-lined copy of the draft contract with the proposed modifications.

Section and Paragraph location	**Proposed Modifications**

Signature of Proposer's Authorized Official: _____ Date: _____

Printed Name of Proposer: _____ Title: _____

Please confirm either Section I or Section II only

Duplicates of this page may be made

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Proposer's Standard Assurances

Name of Proposer:

At this time, we understand all requirements and state that as a serious proposer we will comply with all the stipulations included in the proposal package.

The above-named proposer affirms and declares:

1. That the Proposer is of lawful age and that no other person, firm, or corporation has any interest in this Proposal.

2. That this Proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation making a Proposal for the same project, and is in all respects fair and without collusion or fraud.

3. That the Proposer has carefully examined the site of the work and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the equipment and other facilities needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.

4. That the Proposer is in full compliance with all federal, state, and local laws and regulations and intends to fully comply with same during the entire term of the contract.

In witness thereof, this Proposal is hereby signed by the duly authorized representative of the Proposer and sealed as of the date indicated.

PROPOSER: ATTEST:

_____ _____

Signature Witness Signature

_____ _____

Type Name and Title Date

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Contractor Affidavit under Section 448.095 Florida Statutes

The undersigned contractor ("Contractor") executes this Affidavit to comply with Section 448.095 Florida Statutes related to any contract with the Jacksonville Transportation Authority to which Contractor is a party that is subject to Section 448.095 Florida Statutes and hereby verifies its compliance with Section 448.095 Florida Statutes, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, https://e-verify.uscis.gov/emp , or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the Jacksonville Transportation Authority in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of the contract;

e) The Contractor shall require all subcontractors performing work under this contract to use the E-Verify system will only contract for the performance of services in satisfaction of such contract with subcontractors who present an affidavit to the Contractor certifying compliance with Section 448.095 Florida Statutes;

f) The Contractor does not employ, contract with, or subcontract with any person who is an "unauthorized alien" as that term is defined in 8 U.S.C. 1324a(h)(3) and is otherwise in full compliance with Section 448.095 Florida Statutes.

g) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of Section 448.095 Florida Statutes for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

h) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to Section 448.095 Florida Statutes to the Jacksonville Transportation Authority within five (5) business days of receipt.

_____ _____
Federal Work Authorization User Identification Number Date of Authorization

_____ _____
Name of Contractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on , , 2023 in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2023.

_____
NOTARY PUBLIC

My Commission Expires:

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Subcontractor Affidavit under Section 448.095, Florida Statutes

I hereby certify that _____ [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien as that term is defined in 8 U.S.C. 1324a(h)(3), and is otherwise in full compliance with, Section 448.095, Florida Statutes.

All new employees working under this subcontract have had their work authorization status verified through the federal work authorization program commonly known as E-Verify, https://e-verify.uscis.gov/emp , or any subsequent replacement program.

A true and correct copy of _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____ _____
Federal Work Authorization User Identification Number Date of Authorization

_____ _____
Name of Subcontractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on , , 2023 in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2023.

_____
NOTARY PUBLIC

My Commission Expires:

EXHIBIT A - PRICING FORMS AND ESTIMATED ANNUAL QUANTITIES

(On Separate Documents)

EXHIBIT B - TECHNICAL REQUIREMENTS – 30', 35', AND 40' BUSES

(On Separate Document)

EXHIBIT C – TECHINICAL SPECIFICATIONS - 60’ ARTICULATED

(On Separate Document)

EXHIBIT D - WARRANTY REQUIREMENTS

(On the following pages)

WARRANTY REQUIREMENTS

WR 1. Basic Provisions

WR 1.1 Warranty Requirements

WR 1.1.1 Contractor Warranty

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the original Agency each complete bus and specific subsystems and components as follows. Performance requirements based on design criteria shall not be deemed a warranty item.

WR 1.1.2 Complete Bus

The complete bus, propulsion system, components, major subsystems and body and chassis structure are warranted to be free from Defects and Related Defects for one (1) year/unlimited miles, whichever comes first, beginning on the date of revenue service." The warranty is based on regular operation of the bus under the operating conditions prevailing in the Agency's locale.

WR 1.1.3 Body and Chassis Structure

Body, body structure, structural elements of the suspension and engine cradle are warranted to be free from Defects and Related Defects for seven (7) years/300,000 miles, whichever comes first.

Primary load-carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or Fatigue Failure sufficient to cause a Class 1 or Class 2 Failure for a period of twelve (12) years or 500,000 miles, whichever comes first.

WR 1.1.4 Propulsion System

Propulsion system components, including the engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles shall be warranted to be free from Defects and Related Defects as stated below:

Engine (Base Coverage Includes Towing & Travel)-2 Years/Unlimited Miles
Transmission (Base Coverage Includes Towing & Travel)--5 Years/Unlimited Miles
Hybrid Drive System (Base Coverage Includes Towing & Travel)--5 Years/Unlimited Miles
Differential (Base Coverage Includes Towing & Travel)--2 Years/Unlimited Miles

The propulsion system manufacturer's standard warranty, delineating items excluded from the Extended Warranty, should be submitted in accordance with the Request for Pre-Offer Change or Approved Equal or with the Form for Proposal Deviation.

WR 1.1.5 Emission Control System (ECS)

The Contractor warrants the emission control system for five (5) years/unlimited miles, whichever comes first. The ECS shall include, but is not limited to, the following components:

- complete exhaust system, including catalytic converter (if required)
- after treatment device
- components identified as emission control devices

WR 1.1.5 Subsystems

Other subsystems shall be warranted to be free from Defects and Related Defects. The Original Equipment Manufacturer warranty will take precedent when in the best interest of the agency.

Other subsystems are listed below:

HVAC: Roof and/or main unit only, includes compressor, condenser, evaporator, electric motors, etc.--3 Years/Unlimited Miles
Wheelchair Ramp: Includes Parts & Labor--3 Years/Unlimited Miles
Door Systems: Door operating actuators and linkages—2 Years/Unlimited Miles
Air Compressor: 2 Years/Unlimited Miles
Exterior Paint (Base Coverage)--7 Years/Unlimited Miles
Starter—2 Years/Unlimited Miles
Air Dryer—2 Years/Unlimited Miles
Destination Signs: All destination sign equipment for the front, side and rear signs (front run dash sign if applicable) power modules and operator control—2 Years/Unlimited Miles
Alternator: Alternator only. Does not include the drive system.—2 Years/Unlimited Miles
Charge Air Cooler: Charge air cooler including core, tanks, and including related surrounding framework and fittings.—2 Years/Unlimited Miles
Fire Suppression System: Fire suppression system including tank, sensors, detection devices, and extinguishing agent dispensing system.—2 Years/Unlimited Miles
Hydraulic Systems: Including radiator fan drive and power steering as applicable.—2 Years/Unlimited Miles
Engine Cooling Systems: Radiator including core, tanks, and related framework, including surge tank, transmission cooler, hydraulic cooler, if applicable.—2 Years/Unlimited Miles
Passenger Seating: 2 Years/Unlimited Miles
Fuel Storage and Delivery System: 2 Years/Unlimited Miles
Surveillance System: Includes cameras, recording system, WLAN, and sensors.—2 Years/Unlimited Miles
Brake System: Foundation brake components, including advancing mechanisms, as supplied with the axles, excluding friction material. 1 Year Unlimited Miles
Electrical System (Base Coverage)--1 Year/Unlimited Miles
Suspension System--2 Years/Unlimited Miles

WR 1.1.6 Extended Warranty

The Agency requires the following additional subsystems to be warranted to be free from Defects and Related Defects:

Exterior Paint (Base Coverage)--7 Years/Unlimited Miles
Structure/Body Integrity Against Corrosion (Base Coverage)--12 Years/500,000 Miles
Sub-Floor (Base Coverage)--12 Years/Unlimited Miles
Flooring (Rubber) (Base Coverage Includes Parts & Labor)--12 Years/Unlimited Miles
Flooring (Composite) (Base Coverage Includes Parts & Labor)--7 Years/Unlimited Miles
Body and Window Frames Against Leakage (Includes Parts & Labor)--7 Years/Unlimited Miles
Suspension System--2 Years/Unlimited Miles

WR 1.1.7 Serial Numbers

Upon delivery of each bus, the Contractor shall provide a complete electronic list of serialized units installed on each bus to facilitate warranty tracking. The list shall include, but is not limited to the following:

- engine
- transmission
- alternator
- starter
- A/C compressor and condenser/evaporator unit
- drive axle
- power steering unit
- fuel cylinders (if applicable)
- air compressor
- wheelchair ramp
- surveillance system

The Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list shall be approved by the Agency prior to delivery of the first production bus. The Serial Number List shall be provided to the lead agency, purchasing agency, or designated representative.

WR 1.1.8 Extension of Warranty

If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, then the applicable warranty period shall be extended by the number of days equal to the delay period.

WR 1.2 Voiding of Warranty

The warranty shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty also shall be void if the Agency fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and if that omission caused the part or component failure. The Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

WR 1.3 Exceptions and Additions to Warranty

The warranty shall not apply to the following items:

- scheduled maintenance items
- normal wear-out items
- items furnished by the Agency

Should the Agency require the use of a specific product and has rejected the Contractor's request for an alternate product, then the standard Supplier warranty for that product shall be the only warranty provided to the Agency. This product will not be eligible under "Fleet Defects," below.

The Contractor shall not be required to provide warranty information for any warranty that is less than or equal to the warranty periods listed.

WR 1.3.1 Pass-Through Warranty

Should the Contractor elect to not administer warranty claims on certain components and wish to transfer this responsibility to the sub-suppliers, or to others, the Contractor shall request this waiver. The Contractor shall state in writing that the Agency's warranty reimbursements will not be impacted. The Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, the Contractor may request approval from the Agency to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the Agency. Otherwise, the Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor. The contractor will be responsible for settling all disputes with sub suppliers.

WR 1.3.2 Superior Warranty

The Contractor shall pass on to the Agency any warranty offered by a component Supplier that is superior to that required herein. The Contractor shall provide a list to the Agency noting the conditions and limitations of the Superior Warranty not later than the start of production. The Superior Warranty shall not be administered by the Contractor.

WR 1.4 Fleet Defects

WR 1.4.1 Occurrence and Remedy

A Fleet Defect is defined as cumulative failures of twenty-five (25) percent of the same components in the same or similar application in a minimum fleet size of twelve (12) or more buses where such items are covered by warranty. A Fleet Defect shall apply only to the base warranty period in sections entitled "Complete Bus," "Propulsion System" and "Major Subsystems." When a Fleet Defect is declared, the remaining warranty on that item/component stops. The warranty period does not restart until the Fleet Defect is corrected. The contractor will notify the lead agency, or it's designee, of all warranty claims within the same production year for all buses purchased off this contract. The lead agency, or its designee, will determine when these warranty claim reports shall be furnished by the Contractor.

For the purpose of Fleet Defects, each option order shall be treated as a separate bus fleet. In addition, should there be a change in a major component within either the base order or an option order, the buses containing the new major component shall become a separate bus fleet for the purposes of Fleet Defects.

The Contractor shall correct a Fleet Defect under the warranty provisions defined in "Repair Procedures." After correcting the Defect, the Agency and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other buses and spare parts purchased under this Contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all the buses in the fleet via a mutually agreed-to arrangement. The Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. The Agency may immediately declare a Defect in design resulting in a safety hazard to be a Fleet Defect. The Contractor shall be responsible to furnish, install and replace all defective units. That information will be shared with all contract participants.

When it is determined that a field service representative is required onsite the contractor will have 36 hours to have the representative in place. The field service representative must be capable of performing technical repairs onsite.

As a part of the corrective action pertaining to fleet defects the contractor will be required to send their field representative to each property with buses built in the production year that is experiencing the defect.

WR 1.4.2 Exceptions to Fleet Defect Provisions

The Fleet Defect component warranty provisions shall not apply to Agency-supplied items, such as radios, fare collection equipment, communication systems and tires. Repair Procedures

WR 1.5 Repair Performance

The Contractor is responsible for all warranty-covered repair Work. To the extent practicable, the Agency will allow the Contractor or its designated representative to perform such Work. At its discretion, the Agency may perform such Work if it determines it needs to do so based on transit service or other requirements. Such Work shall be reimbursed by the Contractor.

WR 1.6 Repairs by the Contractor

If the Agency detects a Defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Contractor's designated representative. The Contractor or its designated representative shall, if requested, begin Work on warranty-covered repairs within five calendar days after receiving notification of a Defect from the Agency. The Agency shall make the bus available to complete repairs timely with the Contractor's repair schedule.

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

WR 1.7 Repairs by the Agency

WR 1.7.1 Parts Used

If the Agency performs the warranty-covered repairs, then it shall correct or repair the Defect and any Related Defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, the Agency may use Contractor-specified parts available from its own stock if deemed in its best interests.

WR 1.7.2 Contractor-Supplied Parts

The Agency may require that the Contractor supply parts for warranty-covered repairs being performed by the Agency. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to the Agency from any source selected by the Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to an Agency handling charge.

WR 1.7.3 Defective Component Return

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The freight costs for this action shall be paid by the Contractor. Materials should be returned in accordance with the procedures outlined in "Warranty Processing Procedures."

WR 1.7.4 Failure Analysis

The Contractor shall, upon specific request of the Agency, provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 60 days of the receipt of failed parts.

WR 1.7.5 Reimbursement for Labor and Other Related Costs

The Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by the Agency for a qualified mechanic at a straight time wage rate of $125.00 per hour, which includes fringe benefits and overhead adjusted for the Agency's most recently published rate in effect at the time the Work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the Agency's service garage at the time the Defect correction is made.

WR 1.7.6 Reimbursement for Parts

The Agency shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the Defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus 15 percent handling costs. Handling costs shall not be paid if parts are supplied by the Contractor and shipped to the Agency.

WR 1.7.7 Reimbursement Requirements

The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than thirty (30) days after the Agency submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than thirty (30) days from the date of acceptance of a valid claim. The Agency may dispute rejected claims or claims for which the Contractor did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

WR 1.8 Warranty after Replacement/Repairs

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the Agency with the concurrence of the Contractor, then the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five days, in accordance with "Repairs by the Contractor."

If an item is declared to be a Fleet Defect, then the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Contractor or on the date the Contractor provides all parts to the Agency.

Warranty Processing Procedures

The following list represents requirements by the Contractor to the Agency for processing warranty claims. One failure per bus per claim is allowed.

- bus number and VIN
- total vehicle life mileage at time of repair
- date of failure/repair
- acceptance/in-service date
- Contractor part number and description
- component serial number
- description of failure
- all costs associated with each failure/repair (invoices may be required for third-party costs):
    - towing
    - road calls
    - labor
    - materials
    - parts
    - handling
    - troubleshooting time

WR 1.9 Forms

The Agency's forms will be accepted by the Contractor if all of the above information is included. Electronic submittal must be made available between the Contractor and the Agency.

WR 1.10 Return of Parts

When returning defective parts to the Contractor, the Agency shall tag each part with the following:

- bus number and VIN
- claim number
- part number
- serial number (if available)

WR 1.11 Timeframe

Each claim must be submitted no more than forty five(45) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from the date of repair.

WR 1.12 Reimbursements

Reimbursements are to be transmitted to the reporting Authority

WR 1.13 Reporting

The Contractor shall provide warranty reporting on a periodic basis as determined by the ordering Transit Agency and as mutually agreed to by the Parties.

EXHIBIT C:
CONTRACTOR PRICING SHEET

PRICING FORM - BAFO
35 Foot Buses

Please check the type: ☐ CNG ☑ DIESEL ☐ HYBRID

Proposers must submit separate pricing forms for each type.

CONTRACT LINE-ITEM NUMBER (CLIN)	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1001	1	35 FT Buses	**$615,900**	**$615,900**
Total for base Bus			**$615,900**	**$615,900**
(SOW) SECTION NUMBER(S)	**QUANTITY**	**BASE BUS SYSTEMS THAT MUST BE PRICED FOR FIXED ASSETS ON ORIGINAL PURCHASE**	**UNIT PRICE**	**TOTAL PRICE**
TS 9	1	Engine	**$70,949**	**$70,949**
TS 10	1	Engine Cooling System	**$11,680**	**$11,680**
TS 10.3	1	Transmission	**$13,797**	**$13,797**
TS 11	1	Powertrain	**$31,181**	**$31,181**
TS 17.2.2	1	CNG Fuel Tanks	**$ n/a**	**$ n/a**
TS 51.1	1	HVAC System	**$33,349**	**$33,349**
TS 5.10	1	Fire Suppression System	**$3,463**	**$3,463**
TS 78.2	1	ADA Lift	**$10,194**	**$10,194**
TS 11	1	Powertrain (ID the Type)	**Diesel**	
	1	General Bus – Everything not broken out above	**$441,287**	**$441,287**
		Total (Should Match Bus Total Above)	**$615,900**	**$615900**
1002	1	Delivery of Buses	**$1,782**	**$1,782**

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PRICING FORM - BAFO
40 Foot Buses

Please check the type: ☐ CNG ☒ DIESEL ☐ HYBRID

Proposers must submit separate pricing forms for each type.

CONTRACT LINE-ITEM NUMBER (CLIN)	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1001	1	40 FT Buses	**$620,900.00**	**$620,900**
Total for Base Bus			**$620,900.00**	**$620,900**
(SOW) SECTION NUMBER(S)	**QUANTITY**	**BASE BUS SYSTEMS THAT MUST BE PRICED FOR FIXED ASSETS ON ORIGINAL PURCHASE**	**UNIT PRICE**	**TOTAL PRICE**
TS 9	1	Engine	**$70,949**	**$70,949**
TS 10	1	Engine Cooling System	**$11,680**	**$11,680**
TS 10.3	1	Transmission	**$13,797**	**$13,797**
TS 11	1	Powertrain	**$31,181**	**$31,181**
TS 17.2.2	1	CNG Fuel Tanks	**$n/a**	**$n/a**
TS 51.1	1	HVAC System	**$33,349**	**$33,349**
TS 5.10	1	Fire Suppression System	**$3,463**	**$3,463**
TS 78.2	1	ADA Lift	**$10,194**	**$10,194**
TS 11	1	Powertrain (ID the Type)	**Hybrid**	
	1	General Bus – Everything not broken out above	**$446,287**	**$446,287**
		Total (Should Match Bus Total Above)	**$620,900.00**	**$620,900**
1002	1	Delivery of Buses	**$1,782.00**	**$1,782**

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PRICING FORM - BAFO
35 Foot Buses

Please check the type: ☐ **CNG** ☐ **DIESEL** ☑ **HYBRID** (Allison)

Proposers must submit separate pricing forms for each type.

CONTRACT LINE-ITEM NUMBER (CLIN)	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1001	1	35 FT Buses	**$888,542**	**$888,548**
Total for Base Bus			**$888,548**	**$888,548**
(SOW) SECTION NUMBER(S)	**QUANTITY**	**BASE BUS SYSTEMS THAT MUST BE PRICED FOR FIXED ASSETS ON ORIGINAL PURCHASE**	**UNIT PRICE**	**TOTAL PRICE**
TS 9	1	Engine	**$53,647**	**$53,647**
TS 10	1	Engine Cooling System	**$14,056**	**$14,056**
TS 10.3	1	Transmission	**n/a**	**n/a**
TS 11	1	Powertrain	**$199,243**	**$199,243.20**
TS 17.2.2	1	CNG Fuel Tanks	**$ n/a**	**$ n/a**
TS 51.1	1	HVAC System	**$31,810**	**$31,810**
TS 5.10	1	Fire Suppression System (not included in base bus)	**$n/a**	**$n/a**
TS 78.2	1	ADA Lift	**$10,193**	**$10,193**
TS 11	1	Powertrain (ID the Type)	**Hybrid**	
	1	General Bus – Everything not broken out above	**$579,593**	**$579,598.8**
		Total (Should Match Bus Total Above)	**$888,542**	**$888,548**
1002	1	Delivery of Buses	**$1,782.00**	**$1,782**

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PRICING FORM - BAFO
40 Foot Buses

Please check the type: ☐ **CNG** ☐ **DIESEL** ☑ **HYBRID** (Allison)

Proposers must submit separate pricing forms for each type.

CONTRACT LINE-ITEM NUMBER (CLIN)	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1001	1	40 FT Buses	**$893,542**	**$888,548**
Total for Base Bus			**$893,542**	**$888,548**
(SOW) SECTION NUMBER(S)	**QUANTITY**	**BASE BUS SYSTEMS THAT MUST BE PRICED FOR FIXED ASSETS ON ORIGINAL PURCHASE**	**UNIT PRICE**	**TOTAL PRICE**
TS 9	1	Engine	**$53,647**	**$53,647**
TS 10	1	Engine Cooling System	**$14,056**	**$14,056**
TS 10.3	1	Transmission	**n/a**	**n/a**
TS 11	1	Powertrain	**$199,243**	**$199,243.20**
TS 17.2.2	1	CNG Fuel Tanks	**$ n/a**	**$ n/a**
TS 51.1	1	HVAC System	**$31,810**	**$31,810**
TS 5.10	1	Fire Suppression System (not included in base bus)	**$n/a**	**$n/a**
TS 78.2	1	ADA Lift	**$10,193**	**$10,193**
TS 11	1	Powertrain (ID the Type)	**Hybrid**	
	1	General Bus – Everything not broken out above	**$584,593**	**$579,598.8**
		Total (Should Match Bus Total Above)	**$893,542**	**$888,548**
1002	1	Delivery of Buses	**$1,782**	**$1,782**

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PRICING FORM - BAFO
35 Foot Buses

Please check the type: ☑ **CNG** ☐ **DIESEL** ☐ **HYBRID**

Proposers must submit separate pricing forms for each type.

CONTRACT LINE-ITEM NUMBER (CLIN)	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1001	1	35 FT Buses	**$691,900**	**$691,900**
Total for Base Bus			**$691,900**	**$691,900**
(SOW) SECTION NUMBER(S)	**QUANTITY**	**BASE BUS SYSTEMS THAT MUST BE PRICED FOR FIXED ASSETS ON ORIGINAL PURCHASE**	**UNIT PRICE**	**TOTAL PRICE**
TS 9	1	Engine	**$76,533**	**$76,533**
TS 10	1	Engine Cooling System	**$11,710**	**$11,710**
TS 10.3	1	Transmission	**$13,797**	**$13,797**
TS 11	1	Powertrain	**$32,247**	**$32,247**
TS 17.2.2	1	CNG Fuel Tanks	**$ 62,988**	**$ 62,988**
TS 51.1	1	HVAC System	**$30,928**	**$30,928**
TS 5.10	1	Fire Suppression System	**$6,192**	**$6,192**
TS 78.2	1	ADA ~~Lift~~ Ramp	**$10,193**	**$10,193**
TS 11	1	Powertrain (ID the Type)	**CNG**	
	1	General Bus – Everything not broken out above	**$447,312**	**$447,312**
		Total (Should Match Bus Total Above)	**$691,900**	**$691,900**
1002	1	Delivery of Buses	**$1,782**	**$1,782**

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PRICING FORM - BAFO
40 Foot Buses

Please check the type: ☑ CNG ☐ DIESEL ☐ HYBRID

Proposers must submit separate pricing forms for each type.

CONTRACT LINE-ITEM NUMBER (CLIN)	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1001	1	40 FT Buses	**$696,900**	**$696,900**
Total for Base Bus			**$696,900**	**$696,900**
(SOW) SECTION NUMBER(S)	**QUANTITY**	**BASE BUS SYSTEMS THAT MUST BE PRICED FOR FIXED ASSETS ON ORIGINAL PURCHASE**	**UNIT PRICE**	**TOTAL PRICE**
TS 9	1	Engine	**$76,533**	**$76,533**
TS 10	1	Engine Cooling System	**$11,710**	**$11,710**
TS 10.3	1	Transmission	**$13,797**	**$13,797**
TS 11	1	Powertrain	**$32,247**	**$32,247**
TS 17.2.2	1	CNG Fuel Tanks	**$62,988**	**$62,988**
TS 51.1	1	HVAC System	**$30,928**	**$30,928**
TS 5.10	1	Fire Suppression System	**$6,192**	**$6,192**
TS 78.2	1	ADA Lift	**$10,193**	**$10,193**
TS 11	1	Powertrain (ID the Type)	**CNG**	
	1	General Bus – Everything not broken out above	**$452,312**	**$452,312**
		Total (Should Match Bus Total Above)	**$696,900**	**$696,900**
1002	1	Delivery of Buses	**$1,782**	**$1,782**

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PRICING FORM - BAFO
60 Foot Buses

Please check the type: ☑ **CNG** ☐ **DIESEL** ☐ **HYBRID**

Proposers must submit separate pricing forms for each type.

CONTRACT LINE-ITEM NUMBER (CLIN)	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1001	1	60 FT Buses	**$1,146,900**	**$1,146,900**
Total for Base Bus			**$1,146,900**	**$1,146,900**
(SOW) SECTION NUMBER(S)	**QUANTITY**	**BASE BUS SYSTEMS THAT MUST BE PRICED FOR FIXED ASSETS ON ORIGINAL PURCHASE**	**UNIT PRICE**	**TOTAL PRICE**
TS 9	1	Engine	**$84,823**	**$84,823**
TS 10	1	Engine Cooling System	**$15,443**	**$15,443**
TS 10.3	1	Transmission	**$17,251**	**$17,251**
TS 11	1	Powertrain	**$32,087**	**$32,087**
TS 17.2.2	1	CNG Fuel Tanks	**$80,739**	**$80,739**
TS 51.1	1	HVAC System	**$59,505**	**$59,505**
TS 5.10	1	Fire Suppression System	**$6,192**	**$6,192**
TS 78.2	1	ADA Lift	**$5,949**	**$5,949**
TS 11	1	Powertrain (ID the Type)	**CNG**	
	1	General Bus – Everything not broken out above	**$844,911**	**844,911**
		Total (Should Match Bus Total Above)	**$1,146,900**	**$1,146,900**
1002	1	Delivery of Buses	**$1,782.00***	**$1,782.00***

***Please note, the indicated delivery charge in form Exhibit "C" Pricing Proposal Form, Line 1002, is for delivery of the buses to Jacksonville, Florida. Delivery to any other agency will be re-quoted and adjusted at the time of issue of the proposal.**

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OPTION PRICING - NEW FLYER

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
ADVERTISING FRAMES	Advertising Frame - Interior22" X 21",RH Load, Open Back, Clear Aluminum Finish	$171.98	$171.98	$171.98	$171.98	$171.98	$171.98	$171.98
ADVERTISING FRAMES	(1) Information Board (#15-55401-000)	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order
AIR SYSTEM	Electric Driven 12.5 CFM--BAE Hybrid Package	Option not offered (Hybrid only)	Option not offered (Hybrid only)	In Base Bus	In Base Bus	Option not offered (Hybrid only)	Option not offered (Hybrid only)	Option not offered (Hybrid only)
AIR SYSTEM	Bendix ADIP , Heated, Air Dryer	-$228.08	-$228.08	-$228.08	-$228.08	-$228.08	-$228.08	-$228.08
AIR SYSTEM	Bendix Puraguard Air / Oil Separator	$211.46	$211.46	$211.46	$211.46	$211.46	$211.46	$211.46
AIR SYSTEM	Chicago Rawhide Dual Turbo 2000 Air Dryer	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)
AIR SYSTEM	Graham White Sludge Braker QBA15 Air Dryer	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
AIR SYSTEM	Graham White Sludge Braker QBA60 Air Dryer	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)
AIR SYSTEM	Haldex Consep Moisture Ejector, Heated, at Air Dryer	$107.83	$107.83	$107.83	$107.83	$107.83	$107.83	$107.83
AIR SYSTEM	SKF, HCT 2000 Duraguard, 24V Heated, Filtration Plus Air Dryer	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)
AIR SYSTEM	SKF, HCT_2000 Duraguard Air Dryer	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)
AIR SYSTEM	Wabco SS 1800, Heated, Air Dryer	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)
AIR SYSTEM	Shop Air Connection (Milton 770)	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
AIR SYSTEM	Shop Air Connection (Milton 727)	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
ALTERNATOR	Neihoff C703 (330 AMP)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)
ALTERNATOR	Neihoff C803 Alternator with Remote Regulator	$851.27	$851.27	Option not offered for hybrids	Option not offered for hybrids	$781.78	$781.78	$427.64
ALTERNATOR	Neihoff 803D (525 AMP) with Remote Regulator	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)	Option not offered (not available)
ALTERNATOR	BAE APS2 Beltless Alternator DC-DC Converter with High Voltage Sub-Systems	Option not offered (hybrid specific)	Option not offered (hybrid specific)	Not available (obscolete; new system MAPS is part of base BAE)	Not available (obscolete; new system MAPS is part of base BAE)	Option not offered (hybrid specific)	Option not offered (hybrid specific)	Option not offered (hybrid specific)
ALTERNATOR	Vanner 300 AMP DC-DC Converter	$1,028.29	$1,028.29	$1,028.29	$1,028.29	$1,028.29	$1,028.29	$11,028.29
AUTOMATIC PASSENGER COUNTER	UTA Automatic Passenger Counter System with GPS, WLAN Capabilities	Included in base	Included in base	Included in base	Included in base	Included in base	Included in base	-$5,520.35
AUTOMATIC PASSENGER COUNTER	UTA Automatic Passenger Counter System with GPS, WLAN Capabilities (without APC software & Wi-Fi data transfer *Based on Qty of 1	$1,512.20	$1,512.20	$1,512.20	$1,512.20	$1,512.20	$1,512.20	Quote
AUTOMATIC PASSENGER COUNTER	Clever Devices CleverCount System	$26,239.13 (add-on to Clever ITS System)	$26,239.13 (add-on to Clever ITS System)	$26,239.13 (add-on to Clever ITS System)	$26,239.13 (add-on to Clever ITS System)	$26,239.13 (add-on to Clever ITS System)	$26,239.13 (add-on to Clever ITS System)	Included in base
AXLES & SEALS	Hub Piloted Wheels and Axles w/ Grease Seals	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)
AXLES & SEALS	Hub Piloted Wheels, Axles with Oil Seals	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)	Option not available (base bus has hub piloted wheels)
AXLES & SEALS	Stud Piloted Wheels and Axles w/ Grease Seals	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
AXLES & SEALS	Rear Axle Oil Drain Plug--Magnetic Internal Hex Head Plug	Option not offered (only option is magnetic external hex head plugs, included in the Base)	Option not offered (only option is magnetic external hex head plugs, included in the Base)	Option not offered (only option is magnetic external hex head plugs, included in the Base)	Option not offered (only option is magnetic external hex head plugs, included in the Base)	Option not offered (only option is magnetic external hex head plugs, included in the Base)	Option not offered (only option is magnetic external hex head plugs, included in the Base)	Option not offered (only option is magnetic external hex head plugs, included in the Base)

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
BATTERIES	Group 31 Batteries	$410.74	$410.74	$410.74	$410.74	$410.74	$410.74	Not required per spec for the 60-foot articulated bus as it is different
BATTERIES	Ultra Capacitors –Vanner Start Sentry	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
BATTERIES	Ultra Capacitors--HBI KA Power	$4,263.73	$4,263.73	Option not offered	Option not offered	$4,263.73	$4,263.73	$4,263.73
BATTERIES	Anderson 350 Jump Start Connector (Each)	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
BATTERIES	Anderson 350 Jump Start	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
BATTERIES	24 Volt to 13.6 Volt DC-DC Converter	$1,028.29	$1,028.29	$1,028.29	$1,028.29	$1,028.29	$1,028.29	$1,028.29
BATTERIES	Marine Cabling for Charging System	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
BATTERIES	Vanner 80-series Smart Battery Equalizer w/CAN	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
BATTERIES	Voltage spike arrestor, S.K.I. Products SKI241-101445, or approved equal	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
BIKE RACKS	Sportworks APEX 2, 2-Position, Stainless Steel	$2,491.09	$2,491.09	$2,491.09	$2,491.09	$2,491.09	$2,491.09	$384.32
BIKE RACKS	Sportworks APEX 2, 2-Position, Powder Coated	$2,095.33	$2,095.33	$2,095.33	$2,095.33	$2,095.33	$2,095.33	$431.00
BIKE RACKS	Sportworks DL2, 2-Position, Powder Coated	$1,593.82	$1,593.82	$1,593.82	$1,593.82	$1,593.82	$1,593.82	-$50.86
BIKE RACKS	Sportworks APEX3, 3-Position, Stainless Steel	$2,519.39	$2,519.39	$2,519.39	$2,519.39	$2,519.39	$2,519.39	$855.64
BIKE RACKS	Sportworks APEX 3, 3-Position, Powder Coated	$2,684.81	$2,684.81	$2,684.81	$2,684.81	$2,684.81	$2,684.81	$1,021.06
BIKE RACKS	Sportworks Trilogy (DL3), 3-Position, Stainless Steel	$3,290.04	$3,290.04	$3,290.04	$3,290.04	$3,290.04	$3,290.04	$1,610.53
BIKE RACKS	Sportworks Trilogy (DL3), 3-Position, Powder Coated	$2,528.58	$2,528.58	$2,528.58	$2,528.58	$2,528.58	$2,528.58	$2,528.58
BIKE RACKS	Sportworks Pivot Plate Only *Apex 3 model pricing provided	$624.92	$624.92	$624.92	$624.92	$624.92	$624.92	-$755.51
BIKE RACKS	Sportworks Mounting Brackets Only *Apex 3 model pricing provided	$196.93	$196.93	$196.93	$196.93	$196.93	$196.93	-$1,066.78
BIKE RACKS	Byk-Rak, 2-Position, Stainless Steel *Bumper bracket kit not included	$1,663.75	$1,663.75	$1,663.75	$1,663.75	$1,663.75	$1,663.75	In Base Bus
BIKE RACKS	Sportworks DL2,2-Position, Stainless Steel	$2,087.45	$2,087.45	$2,087.45	$2,087.45	$2,087.45	$2,087.45	$423.70
BIKE RACKS	Byk-Rak, 3-Position, Stainless Steel *Bumper bracket kit not included	$2,030.88	$2,030.88	$2,030.88	$2,030.88	$2,030.88	$2,030.88	$367.13
BIKE RACKS	Byk-Rak, 3-Position, Powder Coated *Bumper bracket kit not included	$1,757.25	$1,757.25	$1,757.25	$1,757.25	$1,757.25	$1,757.25	$93.50
BIKE RACKS	Byk-Rak Pivot Plate Only	$477.13	$477.13	$477.13	$477.13	$477.13	$477.13	-$863.00
BIKE RACKS	Byk-Rak-Mounting Brackets Only	$269.50	$269.50	$269.50	$269.50	$269.50	$269.50	-$1,014.00
BRAKES	Automatic Traction Control-(ATC)	$86.83	$86.83	$86.83	$86.83	$86.83	$86.83	In Base Bus
BRAKES	MGM E-Stroke Brake Wear Monitoring System	$4,245.81	$4,245.81	$4,245.81	$4,245.81	$4,245.81	$4,245.81	$6,569.58
BRAKES	Four Wheel Disc Brakes with ABS	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
CNG	201X Cummins ISL-G 280 HP, with (4) 85" & (4) 120" Type III Fuel Tanks	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (inherent to bus design, only 120" is offered)	Option not offered (inherent to bus design, only 120" is offered)	Option not offered (inherent to bus design, only 120" is offered)
CNG	201X Cummins ISL-G 280 HP, with (8) 85" III Fuel Tanks	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (inherent to bus design, only 120" is offered)	Option not offered (inherent to bus design, only 120" is offered)	Option not offered (inherent to bus design, only 120" is offered)
CNG	201X Cummins ISL-G 280 HP, with (4) 120" III Fuel Tanks	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (minimum tank qty=5)	Option not offered (minimum tank qty=6, with option for 7 tanks)	Option not offered (minimum tank qty=8)
CNG	Add Second Fast Fill to Low Mount Position	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Included in base (One Parker standard fill and one fast fill included in base)	Included in base (One Parker standard fill and one fast fill included in base)	Included in base (One Parker standard fill and one fast fill included in base)

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
CNG	Smart Gauge fuel System Monitoring Gauge (includes tank upgrade to electric solenoids)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Included in base	Included in base	Included in base
CNG	Manual Fuel Tank Shut-Off Valves	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Included in base	Included in base	Included in base
CNG	Electric Solenoid Fuel Tank Shut-Off Valves	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Option not offered (CNG Specific)	Included in base	Included in base	Included in base
COMMUNICATIONS SYSTEM	Motorola APX 4500	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COMMUNICATIONS SYSTEM	Motorola APX 6500	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COMMUNICATIONS SYSTEM	Harris XG-25M	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COMMUNICATIONS SYSTEM	Antenna Specialist ASP 572 Antenna	$89.38	$89.38	$89.38	$89.38	$89.38	$89.38	$89.38
COMMUNICATIONS SYSTEM	Antenna Specialist ASP 931 Antenna	$75.63	$75.63	$75.63	$75.63	$75.63	$75.63	$75.63
COMMUNICATIONS SYSTEM	Antenna Specialist ASP 930T Antenna with RG58 coax cable and TNC connector	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COMMUNICATIONS SYSTEM	GPS Antenna (Trimble 502 Model 18334)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COOLING SYSTEM	Modine Electric Cooling System without E-Coat	$198.80	$198.80	$3,660.60	$3,660.60	$178.70	$178.70	-$1,540.88
COOLING SYSTEM	Modine Hydraulic Cooling Fan System	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COOLING SYSTEM	Masabi Radiator	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COOLING SYSTEM	Modine Side by Side Plate Fin Radiator	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COOLING SYSTEM	Auxiliary Coolant Heater	$2,933.47	$2,933.47	$2,933.47	$2,933.47	$5,880.39	$5,880.39	$5,929.88
COOLING SYSTEM	Breeze Constant Tension Clamps	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COOLING SYSTEM	Oetiker Constant Torque Clamps	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
COOLING SYSTEM	E - Coat Radiator, Charge Air Cooler, & Hydraulic Cooler	$825.00	$825.00	$1,237.50	$1,237.50	$825.00	$825.00	$1,237.50
COOLING SYSTEM	Radiator Tank Guard	$135.98	$135.98	$135.98	$135.98	$135.98	$135.98	$135.98
COOLING SYSTEM	Radiator Tank Guard with Splash Shield	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
DESTINATION SIGNS	Hanover 100% Amber LED Sign (17 x 160)--Front ,Side, Rear	-$216.00	-$216.00	-$216.00	-$216.00	-$216.00	-$216.00	-$603.00
DESTINATION SIGNS	Hanover 100% Full Color LED Sign (17 x 160)--Front ,Side, Rear	$3,360.50	$3,360.50	$3,360.50	$3,360.50	$3,360.50	$3,360.50	$1,907.13
DESTINATION SIGNS	Hanover--Add Front Run Sign--White LED	$914.38	$914.38	$914.38	$914.38	$914.38	$914.38	$914.38
DESTINATION SIGNS	Hanover--Add Front Run Sign--Amber LED	$914.38	$914.38	$914.38	$914.38	$914.38	$914.38	$914.38
DESTINATION SIGNS	Hanover--Add Front Run Sign--Color LED	$1,148.13	$1,148.13	$1,148.13	$1,148.13	$1,148.13	$1,148.13	$1,148.13
DESTINATION SIGNS	Hanover-- Rear Sign	$338.25	$338.25	$338.25	$338.25	$338.25	$338.25	$338.25
DESTINATION SIGNS	Hanover Program Software *Includes Software $5,000 license fee for WDM	$11,048.13	$11,048.13	$11,048.13	$11,048.13	$11,048.13	$11,048.13	$11,048.13
DESTINATION SIGNS	TwinVision Smart Series 3 100% Silver LED Sign (16 X 160)-- Front, Side, and Rear	$539.00	$539.00	$539.00	$539.00	$539.00	$539.00	Not required per spec for the 60-foot articulated bus as it is different
DESTINATION SIGNS	TwinVision Smart Series 3 100% Amber LED Sign (16 x 160)--Front, Side, and Rear	-$55.00	-$55.00	-$55.00	-$55.00	-$55.00	-$55.00	-$142.00
DESTINATION SIGNS	Luminator Titan Silver Series LED Sign (24 X 200)--Front, Side, and Rear	$1,164.63	$1,164.63	$1,164.63	$1,164.63	$1,164.63	$1,164.63	$1,155.00
DESTINATION SIGNS	Luminator Titan Amber Series Sign (24 x 200)--Front, Side, and Rear	$592.63	$592.63	$592.63	$592.63	$592.63	$592.63	$583.00
DESTINATION SIGNS	Luminator GEN 4 Horizon 100% Silver LED Sign (16 x 160)--Front, Side , and Rear	$614.63	$614.63	$614.63	$614.63	$614.63	$614.63	$614.63
DESTINATION SIGNS	Luminator GEN 4 Horizon 100% Amber LED Sign (16x 160)--Front, Side , and Rear	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DESTINATION SIGNS	Luminator Spectrum 100% Full Color LED GEN IV Front Sign (16 x 112)	$2,645.50	$2,645.50	$2,645.50	$2,645.50	$2,645.50	$2,645.50	$2,645.50
DESTINATION SIGNS	Luminator/Twinvision--Add Front Run Sign--Amber LED	$962.50	$962.50	$962.50	$962.50	$962.50	$962.50	$962.50
DESTINATION SIGNS	Luminator/Twinvision--Add Front Run Sign--Silver LED	$962.50	$962.50	$962.50	$962.50	$962.50	$962.50	$962.50

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
DESTINATION SIGNS	Luminator/Twinvision--Add Front Run Sign--Color LED	$2,200.00	$2,200.00	$2,200.00	$2,200.00	$2,200.00	$2,200.00	$2,200.00
DESTINATION SIGNS	Luminator RearView Camera Integraded into Rear LED Sign	$616.00	$616.00	$616.00	$616.00	$616.00	$616.00	$616.00
DESTINATION SIGNS	Luminator Rearview Camera without Rear LED Sign	$616.00	$616.00	$616.00	$616.00	$616.00	$616.00	$616.00
DESTINATION SIGNS	Luminator-- Rear Sign	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DESTINATION SIGN SOFTWARE	Luminator Program Software *Software available from Support.na@luminator.com	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
DESTINATION SIGN SOFTWARE	TwinVision Program Software *Software available from Support.na@luminator.com	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
DESTINATION SIGN SOFTWARE	Luminator Destination Sign Wireless Programming	Included in Luminator Program Software	Included in Luminator Program Software	Included in Luminator Program Software	Included in Luminator Program Software	Included in Luminator Program Software	Included in Luminator Program Software	Included in Luminator Program Software
DOOR SYSTEM--REAR	Add Touch Tape at Rear Doors	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DOOR SYSTEM	Add Exterior Air Release (Front Door Control Valve)	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DOOR SYSTEM	Add Vapor Class 5 Position Analog Controller	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DOOR SYSTEM	Add Push Button Door Controls	$298.16	$298.16	$298.16	$298.16	$298.16	$298.16	$298.16
DOOR SYSTEM	Add--Vapor Activair Differential Engine for Slide-Glide Doors	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DOOR SYSTEM	Add--Vapor CLASS Acoustic (Photo Sensor)	$3,478.49	$3,478.49	$3,478.49	$3,478.49	$3,478.49	$3,478.49	$6,986.16
DOOR SYSTEM	Add--Vapor Digital Door Control - DDC	$524.47	$524.47	$524.47	$524.47	$524.47	$524.47	$524.47
DOOR SYSTEM	Add--Vapor Electric Transit Operator - ETO	$5,332.25	$5,332.25	$5,332.25	$5,332.25	$5,332.25	$5,332.25	$8,092.90
DOOR SYSTEM	Add--Vapor Light Touch Bars	$843.80	$843.80	$843.80	$843.80	$843.80	$843.80	$1,687.60
DOOR SYSTEM	Add--Vapor Optical Pressure Switch - OPS	$251.08	$251.08	$251.08	$251.08	$251.08	$251.08	$502.16
DRIVER BARRIER	Drivers Barrier Storage Box	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DRIVER BARRIER	Driver's Security Enclosure *Based on Qty of 1	$14,074.95	$14,074.95	$14,074.95	$14,074.95	$14,074.95	$14,074.95	$14,074.95
DRIVER BARRIER	Flat Melamine, Two Piece	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
DRIVER BARRIER	Plexiglass Drivers Security Enclosure Door	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
DRIVER BARRIER	Wrap Around Fiberglass Drivers Barrier	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
DRIVER BARRIER	Wraparound fiberglass, without schedule holders, with drivers barrier grap handle	$72.55	$72.55	$72.55	$72.55	$72.55	$72.55	$72.55
DRIVER CONTROLS	Kongsberg Adjustable Throttle and Brake Pedal	$1,402.73	$1,402.73	$1,402.73	$1,402.73	$1,402.73	$1,402.73	$1,402.73
DRIVER CONTROLS	Teleflex Adjustable Throttle and Brake Pedal	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
DRIVER CONTROLS	12 V Cigarette Light Adaptor for PC auxiliary power- Drivers area	$110.01	$110.01	$110.01	$110.01	$110.01	$110.01	$110.01
DRIVER HEATERS	Dash Fan	$224.28	$224.28	$224.28	$224.28	$224.28	$224.28	$224.28
DRIVERS SEAT	Recaro Ergo Metro, with Fabric, with 3-Point Belts (Lap & Shoulder)	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	$328.22
DRIVERS SEAT	Add Vinyl Upholstery to Recaro Ergo Metro	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
DRIVERS SEAT	Add Orange Shoulder Belt to Recaro Ergo Metro	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
DRIVERS SEAT	Add Adjustable D-Ring to Recaro Ergo Metro	$291.75	$291.75	$291.75	$291.75	$291.75	$291.75	$291.75
DRIVERS SEAT	Add Headrest to Recaro Ergo Metro	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	No charge
DRIVERS SEAT	Add Drivers Seat Vacancy Alarm to Recaro Ergo Metro	$160.46	$160.46	$160.46	$160.46	$160.46	$160.46	$160.46
DRIVERS SEAT	Add Seat Belt Alarm to Recaro Ergo Metro	$58.35	$58.35	$58.35	$58.35	$58.35	$58.35	$58.35
DRIVERS SEAT	USSC 9100 ALX, with Fabric, with 2-Point Belt (Lap)	-$66.48	-$66.48	-$66.48	-$66.48	-$66.48	-$66.48	$163.88
DRIVERS SEAT	USSC 9100 ALX, with Fabric, with 3-Point Belt (Lap & Shoulder)	$75.16	$75.16	$75.16	$75.16	$75.16	$75.16	$330.44
DRIVERS SEAT	USSC G2 Evolution, with Fabric, with 2-Point Belt (Lap)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
DRIVERS SEAT	USSC G2 Evolution, with Fabric, with 3-Point Belt (Lap & Shoulder)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
DRIVERS SEAT	USSC G2A Evolution, with Fabric, with 2-Point Belt (Lap)	$803.89	$803.89	$803.89	$803.89	$803.89	$803.89	$1,059.17
DRIVERS SEAT	USSC Q Series, with Fabric, with 2-Point Belt (Lap)	$460.35	$460.35	$460.35	$460.35	$460.35	$460.35	$715.63
DRIVERS SEAT	USSC Q Series, with Fabric, with 3-Point Belt (Lap & Shoulder)	$656.66	$656.66	$656.66	$656.66	$656.66	$656.66	$911.94
DRIVERS SEAT	Add Vinyl Upholstery to USSC Seat	Base Seat is Vinyl (included when USSC driver seat is selected)	Base Seat is Vinyl (included when USSC driver seat is selected)	Base Seat is Vinyl (included when USSC driver seat is selected)	Base Seat is Vinyl (included when USSC driver seat is selected)	Base Seat is Vinyl (included when USSC driver seat is selected)	Base Seat is Vinyl (included when USSC driver seat is selected)	Base Seat is Vinyl (included when USSC driver seat is selected)
DRIVERS SEAT	Add Orange Shoulder Belt to USSC Seat	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)
DRIVERS SEAT	Add Adjustable D-Ring to USSC Seat	$108.28	$108.28	$108.28	$108.28	$108.28	$108.28	$108.28
DRIVERS SEAT	Add Headrest to USSC Seat	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)
DRIVERS SEAT	Add Drivers Seat Vacancy Alarm to USSC Seat	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)
DRIVERS SEAT	Add Seat Belt Alarm to USSC Seat	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)	See USSC Option (included when USSC driver seat is selected)
ELECTRICAL EQUIPMENT CABINET	33"H x 20"D x 22.5"W, 2-Doors	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
ELECTRICAL EQUIPMENT CABINET	33"H x 20"D x 22.5"W, 1-Door	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
ELECTRICAL EQUIPMENT CABINET	33"H x 20"D x 22.5"W, 1-Door, Louvered Back Panel	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
ELECTRICAL EQUIPMENT CABINET	8.25"H x 20"W x 13"D, 1-Door, Curbside Wheel housing Storage Box	$202.94	$202.94	$202.94	$202.94	$202.94	$202.94	In Base Bus
ELECTRICAL EQUIPMENT CABINET	Add 5/16" Square Key Lock--Each	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
ELECTRICAL EQUIPMENT CABINET	Add Exhaust Ventilation Fan--Each	$129.06	$129.06	$129.06	$129.06	$129.06	$129.06	$129.06
ELECTRICAL EQUIPMENT CABINET	Add Standard Key Lock--Each	$20.04	$20.04	$20.04	$20.04	$20.04	$20.04	$20.04
ENGINE OIL SYSTEM	Spinner II Bypass Filter System	$1,497.72	$1,497.72	$1,497.72	$1,497.72	$1,497.72	$1,497.72	$1,497.72
ENGINE OIL SYSTEM	KP Series Pushbutton Sampling Valve - engine oil	$30.34	$30.34	$30.34	$30.34	$30.34	$30.34	$30.34
ENGINE OIL SYSTEM	Sample Test Port--Titan Probalizer OD-1014	$102.41	$102.41	$102.41	$102.41	$102.41	$102.41	$102.41
ENGINE OIL SYSTEM	Femco Auto Drain	$86.28	$86.28	$86.28	$86.28	$86.28	$86.28	$86.28
EXTERIOR LIGHTS	7" Diameter LED Tail Lights--Turn, Tail, Stop, Reverse	$98.25	$98.25	$98.25	$98.25	$98.25	$98.25	In Base Bus
EXTERIOR LIGHTS	Add 4" Diameter LED Brake Light--Each	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR LIGHTS	Add 7" Diameter LED Brake Light--Each	$77.58	$77.58	$77.58	$77.58	$77.58	$77.58	$77.58
EXTERIOR LIGHTS	Add 18" Red LED Strip Brake Light--Each	$63.67	$63.67	$63.67	$63.67	$63.67	$63.67	$63.67
EXTERIOR LIGHTS	Add 18" Amber LED Strip Brake Light--Each	$68.37	$68.37	$68.37	$68.37	$68.37	$68.37	$68.37
EXTERIOR LIGHTS	Add Red LED "STOP" Sign	$454.23	$454.23	$454.23	$454.23	$454.23	$454.23	$454.23
EXTERIOR LIGHTS	Add Amber Triangle Style LED "Yield" Sign	$833.50	$833.50	$833.50	$833.50	$833.50	$833.50	$833.50
EXTERIOR LIGHTS	2 LED Headlights (Low Beam Only)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR LIGHTS	2 LED Headlights (High Beam Only)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR LIGHTS	Dual Halogen Headlights (Low & High Beam Only)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR LIGHTS	Fog Lights	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR MIRRORS	B&R 8"x8", 1-Piece, Remote Control Both Sides, Stainless Steel Arms	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR MIRRORS	B&R 8"x10", 2-Piece, Heated, Remote Control (Both Sides)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR MIRRORS	B&R 8"x15", 2-Piece, Heated, Remote Control (Both Sides)	$68.83	$68.83	$68.83	$68.83	$68.83	$68.83	$68.83

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
EXTERIOR MIRRORS	B&R 10"x13", 1-Piece, Heated, Remote Control (Both Sides)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
EXTERIOR MIRRORS	Remote Control (Per Side)	$32.64	$32.64	$32.64	$32.64	$32.64	$32.64	$32.64
EXTERIOR MIRRORS	Add Turn Signal Indicator on Exterior Mirror Head	$334.66	$334.66	$334.66	$334.66	$334.66	$334.66	In Base Bus
EXTERIOR MIRRORS	5" Mirror Front Bike Rack Mirror	$100.92	$100.92	$100.92	$100.92	$100.92	$100.92	$100.92
FARE COLLECTION	GFI 41" Tall Odyssey	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)
FARE COLLECTION	Add Farebox Lamp, Ceiling mounted	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
FARE COLLECTION	Install Customer Provided Farebox Base Plate	Quote (order specific details required)	Quote (order specific details required)	Quote (order specific details required)	Quote (order specific details required)	Quote (order specific details required)	Quote (order specific details required)	Quote (order specific details required)
FIRE SUPPRESSION SYSTEM	Amerex Safety-Net Fire Suppression & 4 Sensor Methane Detection (CNG only)	Option not offered	Option not offered	Option not offered	Option not offered	In Base Bus	In Base Bus	In Base Bus
FIRE SUPPRESSION SYSTEM	Amerex V-25 Fire Suppression System	$4,728.78	$4,728.78	$6,647.72	$6,647.72	Option not offered for CNG	Option not offered for CNG	Option not offered for CNG
FIRE SUPPRESSION SYSTEM	Fogmaker Water Mist Fire Suppression & (4) Sensor Methane Detection (CNG only)	Option not offered	Option not offered	Option not offered	Option not offered	$2,917.11	$2,917.11	-$8,806.31
FIRE SUPPRESSION SYSTEM	Kidde Dual Spectrum LTD Fire Detection and Suppression System	$5,765.99	$5,765.99	$5,765.99	$5,765.99	Option not offered for CNG	Option not offered for CNG	Option not offered for CNG
FIRE SUPPRESSION SYSTEM	Kidde Dual Spectrum with LTD and (4) Sensor Methane Detection (CNG only)	Option not offered	Option not offered	Option not offered	Option not offered	$2,767.04	$2,767.04	-$317.81
FIRE SUPPRESSION SYSTEM	Add Kidde Armored LTD *Price includes Full Kidde System +Armored LTD	$5,941.02	$5,941.02	$5,941.02	$5,941.02	$5,941.02	$5,941.02	Included in Kidde Dual Spectrum with LTD option
FIRE SUPPRESSION SYSTEM	Add Kidde TLSE	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)
FIRE SUPPRESSION SYSTEM	Add Kidde Optical Sensor (each) *Price includes Full Kidde System + Optical Sensor	$6,775.41	$6,775.41	$6,775.41	$6,775.41	$3,776.46	$3,776.46	Included in Kidde Dual Spectrum with LTD option
FLOORING	RCA Rubber Flooring	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
FLOORING	Composite Sub Floor	$1,629.50	$1,629.50	$1,629.50	$1,629.50	$1,629.50	$1,629.50	$1,315.84
FLOORING	Altro Transflor	$1,234.32	$1,234.32	$1,234.32	$1,234.32	$1,234.32	$1,234.32	In Base Bus
FLOORING	Stainless Steel Trim on Risers and Wheel housings	$23.07	$23.07	$23.07	$23.07	$23.07	$23.07	$23.07
FRAME	Engine Skid Protection with Extended Tow Eyes	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
FRAME	Engine Skid Protection W/ Extended Tow Eyes & 2" Thick x 2" Wide Wear Plate	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
FRAME	Reinforced A-Post Skid Plates (Per Side)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
FRAME	Frame Undercoating	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
FUEL SYSTEM	Davco 384 Fuel Filter, Heated	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
FUEL SYSTEM	Davco 384 Fuel Filter, Non-Heated	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
FUEL SYSTEM	EMCO-WHEATON Posi Lock 105 (Flip Cap or Twist Cap)	$523.17	$523.17	$523.17	$523.17	Option not offered (not available for CNG)	Option not offered (not available for CNG)	Option not offered (not available for CNG)
GAUGES--DRIVERS DASH	Add Fuel Gauge--Diesel	$149.29	$149.29	$149.29	$149.29	Option not offered (not available for CNG)	Option not offered (not available for CNG)	Option not offered (not available for CNG)
GAUGES--DRIVERS DASH	Add Fuel Gauge--Diesel Hybrid	$149.29	$149.29	$149.29	$149.29	Option not offered (not available for CNG)	Option not offered (not available for CNG)	Option not offered (not available for CNG)
GAUGES--DRIVERS DASH	Add Fuel Gauge--CNG	Option not offered (CNG specific option)	Option not offered (CNG specific option)	Option not offered (CNG specific option)	Option not offered (CNG specific option)	In Base Bus	In Base Bus	In Base Bus
GAUGES--DRIVERS DASH	Add Low Fuel Alarm	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
GAUGES--DRIVERS DASH	Add Low Fuel Warning Indicator	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
GAUGES--DRIVERS DASH	Add Engine Hour Meter	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
GAUGES--DRIVERS DASH	Add Auxiliary Stop Request Light	$60.80	$60.80	$60.80	$60.80	$60.80	$60.80	$60.80
GAUGES--DRIVERS DASH	Add Multi Function Display (MFD)	$1,318.10	$1,318.10	$1,318.10	$1,318.10	$1,318.10	$1,318.10	$1,318.10

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
HEATING/AIR CONDITIONING	Thermo King T-14 with S616 Screw Compressor, Brushless Evaporator & Condenser Motors	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HEATING/AIR CONDITIONING	Thermo King T-14 with S391 Screw Compressor, Brushless Evaporator & Condenser Motors	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HEATING/AIR CONDITIONING	Thermo King T-14 All-Electric HVAC SYSTEM--BAE Hybrid	Option not offered	Option not offered	Option not offered (hybrids include electric HVAC)	Option not offered (hybrids include electric HVAC)	Option not offered	Option not offered	Option not offered
HEATING/AIR CONDITIONING	Thermo-King All-Electric HVAC System w/ HVDM--Allison Hybrid	Option not offered	Option not offered	Option not offered (hybrids include electric HVAC)	Option not offered (hybrids include electric HVAC)	Option not offered	Option not offered	Option not offered
HEATING/AIR CONDITIONING	Sutrak All-Electric HVAC SYSTEM--(Roof Mounted/Rear Mounted HVAC system)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HEATING/AIR CONDITIONING	SanUVAire- Safe Breathe Air Purification System	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HEATING/AIR CONDITIONING	Thermo King Pressure and Return Display Mounted to Unit	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
HEATING/AIR CONDITIONING	HVAC MCC Electric System with Alternator	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HEATING/AIR CONDITIONING	HVAC MCC with brushless condenser and evaporator motors and 05G Compressor, Eco Temp Controls	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HUBOMETER	E J Ward Data System (Includes CANceiver, Display Unit, and Antenna)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HUBOMETER	Engler (Stemco) Mechanical without Tenths, without Guard	$106.88	$106.88	$106.88	$106.88	$106.88	$106.88	$106.88
HUBOMETER	S/A Fleetwatch Data Logger JX 55	$1,284.94	$1,284.94	$1,284.94	$1,284.94	$1,284.94	$1,284.94	$1,284.94
HUBOMETER	Add Hubodometer Guard	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HYBRID ELECTRIC SYSTEM	Add BAE Electric Accessories R.E.A.L. System--(Diesel or CNG Engines Only)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
HYBRID ELECTRIC SYSTEM	201X Cummins ISB 280HP W/Allison H40EP Parallel Electric Drive System with Vanner HBA	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)
HYBRID ELECTRIC SYSTEM	201X Cummins ISB 280HP W/BAE Series HybriDrive System APS2	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)
HYBRID ELECTRIC SYSTEM	Add Extended Range Batteries--BAE	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)	Option not offered (old technology)
HYBRID ELECTRIC SYSTEM	Add Full Electric Steering Package--BAE	Option not offered (hybrid specific)	Option not offered (hybrid specific)	Standard Feature	Standard Feature	Option not offered (hybrid specific)	Option not offered (hybrid specific)	Option not offered (hybrid specific)
HYBRID ELECTRIC SYSTEM	Add Full Electric Air Compressor Package--BAE	Option not offered (hybrid specific)	Option not offered (hybrid specific)	Standard Feature	Standard Feature	Option not offered (hybrid specific)	Option not offered (hybrid specific)	Option not offered (hybrid specific)
HYBRID ELECTRIC SYSTEM	Add Auxiliary Coolant Heater--BAE	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
INTERIOR MIRRORS	12" Convex at Rear Door Stanchion	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
INTERIOR MIRRORS	6" Flat Faced Spot Mirror at Bottom of Front Destination Sign Compartment	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
INTERIOR MIRRORS	4.75" x 15" Interior Mirror, Flat Faced	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
ITS SYSTEM	Avail IVU with MDC, GPS, APC, and WLAN	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)
ITS SYSTEM	Avail System Pre-Wire (IVU, MDT, APC, Fare Box)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)
ITS SYSTEM	ITS system	$23,995.13	$23,995.13	$23,995.13	$23,995.13	$23,995.13	$23,995.13	In Base Bus
ITS SYSTEM	Clever Devices Automatic Vehicle Monitoring System	$6,337.38 (must be selected with ITS System)	$6,337.38 (must be selected with ITS System)	$6,337.38 (must be selected with ITS System)	$6,337.38 (must be selected with ITS System)	$6,337.38 (must be selected with ITS System)	$6,337.38 (must be selected with ITS System)	$6,337.38
ITS SYSTEM	Clever Devices BusTime System	$3,707.00 (must be selected with ITS System)	$3,707.00 (must be selected with ITS System)	$3,707.00 (must be selected with ITS System)	$3,707.00 (must be selected with ITS System)	$3,707.00 (must be selected with ITS System)	$3,707.00 (must be selected with ITS System)	$3,707.00

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
ITS SYSTEM	Clever Devices CleverCAD System	$5,912.50 (must be selected with ITS System)	$5,912.50 (must be selected with ITS System)	$5,912.50 (must be selected with ITS System)	$5,912.50 (must be selected with ITS System)	$5,912.50 (must be selected with ITS System)	$5,912.50 (must be selected with ITS System)	$5,912.50
ITS SYSTEM	Clever Devices CleverVision	$15,094.75 (must be selected with ITS System)	$15,094.75 (must be selected with ITS System)	$15,094.75 (must be selected with ITS System)	$15,094.75 (must be selected with ITS System)	$15,094.75 (must be selected with ITS System)	$15,094.75 (must be selected with ITS System)	$21,397.75
ITS SYSTEM	Clever Devices Secure Bus Access System	$3,166.63 (must be selected with ITS System)	$3,166.63 (must be selected with ITS System)	$3,166.63 (must be selected with ITS System)	$3,166.63 (must be selected with ITS System)	$3,166.63 (must be selected with ITS System)	$3,166.63 (must be selected with ITS System)	$3,166.63
ITS SYSTEM	Clever Devices Turn Warning System	$3,808.75 (must be selected with ITS System)	$3,808.75 (must be selected with ITS System)	$3,808.75 (must be selected with ITS System)	$3,808.75 (must be selected with ITS System)	$3,808.75 (must be selected with ITS System)	$3,808.75 (must be selected with ITS System)	$3,808.75
ITS SYSTEM	Opticom Traffic Signal Priority	$8,525.00	$8,525.00	$8,525.00	$8,525.00	$8,525.00	$8,525.00	$8,525.00
ITS SYSTEM	MobileEye Collision Avoidance System *for quantity of 1 and includes one-year subscription	$12,841.25	$12,841.25	$12,841.25	$12,841.25	$12,841.25	$12,841.25	$18,504.88
ITS SYSTEM	Transloc Transit Visualization System AVL	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
ITS SYSTEM	Intelligent Vehicle System Prewire Only (Pending System Specification)	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
ITS SYSTEM	Luminator InfoTransit--2 Monitors (18.5") Proxys Module	$18,249.00	$18,249.00	$18,249.00	$18,249.00	$18,249.00	$18,249.00	$18,249.00
ITS SYSTEM	Luminator InfoTransit--Upgrade to 29" Monitors * 29" monitors only, 18.5" removed	$21,456.88	$21,456.88	$21,456.88	$21,456.88	$21,456.88	$21,456.88	$21,456.88
ITS SYSTEM	Luminator InfoTransit--Upgrade to 37" Monitors	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
ITS SYSTEM	Luminator InfoLite--2 Monitors (18.5") Proxys Module	$9,255.13	$9,255.13	$9,255.13	$9,255.13	$9,255.13	$9,255.13	$9,255.13
ITS SYSTEM	Luminator InfoLite--Upgrade to 29" Monitors * 29" monitors only, 18.5" removed	$12,463.00	$12,463.00	$12,463.00	$12,463.00	$12,463.00	$12,463.00	$12,463.00
ITS SYSTEM	Luminator InfoLite--Upgrade to 37"Monitors	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
MISCELLANOUS	Drivers Coat Hook	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
MISCELLANOUS	Roller Style Sunshades--Drivers Windows	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
MISCELLANOUS	Euramatic Cup Holder	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
MISCELLANOUS	Registration Card holder	$13.51	$13.51	$13.51	$13.51	$13.51	$13.51	$13.51
MISCELLANOUS	Stainless Steel Waste Basket and Bracket	$594.10	$594.10	$594.10	$594.10	$594.10	$594.10	$594.10
MODESTY PANELS	Quick Changing Glazing Upper Clear Plexiglas Modesty Panels Both Sides of Rear Exit Door	$345.45	$345.45	$345.45	$345.45	$345.45	$345.45	$306.96
MODESTY PANELS	Front Door Modesty Panel	$565.55	$565.55	$565.55	$565.55	$565.55	$565.55	In Base Bus
MODESTY PANELS	Lower Modesty Panel Forward of Rear Door	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
MODESTY PANELS	Melamine Panel Lower Section (Aft Rear Door)	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
MODESTY PANELS	Upper Clear Plexiglas Modesty Panel Forward Rear Door	$345.45	$345.45	$345.45	$345.45	$345.45	$345.45	$345.45
PAINT	Add--Additional Color--Per Pass	$1,648.25	$1,648.25	$1,648.25	$1,648.25	$1,648.25	$1,648.25	$2,472.37
PAINT	Add--Clear Coat	$2,846.25	$2,846.25	$2,846.25	$2,846.25	$2,846.25	$2,846.25	$4,269.38
PAINT	Add Roof Numbers	$6.45	$6.45	$6.45	$6.45	$6.45	$6.45	$6.45
PAINT	Custom Paint / Decal Design (Per Spec)	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER SEATING	Kiel North America Intra	$17,446.00	$17,446.00	$17,446.00	$17,446.00	$17,446.00	$17,446.00	$11,037.13
PASSENGER SEATING	USSC 4One Angel	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER SEATING	AMSECO Vision	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER SEATING	AMSECO Insight	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER SEATING	AMESCO Insight Prime Plus	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER SEATING	Add--USB Charging Ports at Passenger Locations	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER SEATING	Add--Hinged Rear SeHee	Quote	Quote	Quote	Quote	Quote	Quote	Quote

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
PASSENGER SEATING	Add--3rd Step To Perimeter Seating (Except Settee)	Option not offered (inherent to bus design)	Option not offered (inherent to bus design)	Option not offered (inherent to bus design)	Option not offered (inherent to bus design)	Option not offered (inherent to bus design)	Option not offered (inherent to bus design)	Option not offered (inherent to bus design)
PASSENGER SIGNALS	Stop Request Button At Rear Door Stanchion	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
PASSENGER SIGNALS	Touch Tape (At Window Mullions)	$462.01	$462.01	$462.01	$462.01	$462.01	$462.01	In Base Bus
PASSENGER WINDOWS	Ricon Standard Frame, Safety Glass--Full Sliders	$11,280.51	$11,280.51	$11,280.51	$11,280.51	$11,280.51	$11,280.51	$1,288.66
PASSENGER WINDOWS	Ricon Standard Frame, Safety Glass--Full Fixed	$1,417.58	$1,417.58	$1,417.58	$1,417.58	$1,417.58	$1,417.58	-$10,159.53
PASSENGER WINDOWS	Add Thermo Guard to Ricon Standard Frame	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER WINDOWS	Add Thermo Guard to Ricon Hidden Frame/Bonded	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER WINDOWS	Arow Standard Frame, Safety Glass--Full Sliders	Quote	Quote	Quote	Quote	Quote	Quote	Quote
PASSENGER WINDOWS	Arow Standard Frame, Safety Glass--Full Fixed	-$2,267.72	-$2,267.72	-$2,267.72	-$2,267.72	-$2,267.72	-$2,267.72	-$13,848.42
PASSENGER WINDOWS	Arow Hidden Frame/Bonded--Full Fixed	$9,662.17	$9,662.17	$9,662.17	$9,662.17	$9,662.17	$9,662.17	-$957.97
PASSENGER WINDOWS	Add Thermo Guard to Arow Standard Frame	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)
PASSENGER WINDOWS	Add Thermo Guard to Arow Hidden Frame/Bonded	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)	Quote at order (per Vendor)
PASSENGER WINDOWS	Add Window Guards (Acrylic or Film) *VS-12 Single layer film	$1,573.00	$1,573.00	$1,573.00	$1,573.00	$1,573.00	$1,573.00	In Base Bus
PUBLIC ANNOUNCEMENT SYSTEM	(1) Interior/Both/Exterior Speaker Select Toggle Switch without Guard & (1) Rheostat Volume Control with XLR Mic Jack	$693.66	$693.66	$693.66	$693.66	$693.66	$693.66	$693.66
PUBLIC ANNOUNCEMENT SYSTEM	Boom Microphone--Soundview SVA50SF (24") without ON/OFF Switch on Microphone, Momentary Button toe Switch, Floor Bracket Mounted	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
PUBLIC ANNOUNCEMENT SYSTEM	Clever Devises - Speakeasy II	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)
PUBLIC ANNOUNCEMENT SYSTEM	Luminator VAS System	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
PUBLIC ANNOUNCEMENT SYSTEM	Clever Devices Automated Voice Announcement System	$28,331.88	$28,331.88	$28,331.88	$28,331.88	$28,331.88	$28,331.88	In Base Bus
REAR RUN CONTROLS	Radiator Electric Fan Controls--Fan Reverse Flow Momentary Toggle Switch & Indicator Lamp	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus
REAR RUN CONTROLS	Rear Hand Throttle Control--Rheostat Variable Speed Control with Toggle Witch & Guard	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus	Keypad included in base bus
REAR RUN GAUGES	Add Engine Hour Meter	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
REAR RUN GAUGES	Add A/C Hour Meter	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)	Option not offered (Obsolete)
REAR RUN GAUGES	Add Oil Pressure--Mechanical	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	N/A	N/A	N/A
REAR RUN GAUGES	Add Oil Pressure--Electrical	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus
REAR RUN GAUGES	Add Coolant Temperature--Mechanical	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	N/A	N/A	N/A
REAR RUN GAUGES	Add Coolant Temperature--Electrical	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus
REAR RUN GAUGES	Add Transmission Temperature--Mechanical	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	N/A	N/A	N/A
REAR RUN GAUGES	Add Transmission Temperature--Electrical	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus
REAR RUN GAUGES	Add Voltmeter (12V or 24V)	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus	Single-In Base Bus
ROOF HATCHES	(1) Roof hatch	$341.13	$341.13	$341.13	$341.13	$341.13	$341.13	$341.13
SAFETY EQUIPMENT	Bio- Hazard Disposal Kit	$27.65	$27.65	$27.65	$27.65	$27.65	$27.65	$27.65
SAFETY EQUIPMENT	Blood Born Pathogens Kit	$58.47	$58.47	$58.47	$58.47	$58.47	$58.47	In Base Bus
SAFETY EQUIPMENT	Ten Unit First Aid Kit	$132.67	$132.67	$132.67	$132.67	$132.67	$132.67	$132.67

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
SAFETY EQUIPMENT	Wheel Chocks (Per Set)	$155.38	$155.38	$155.38	$155.38	$155.38	$155.38	In Base Bus
SCHEDULE RACK	(1) Schedule Holder OBIC 20/9 4PW-49/923BO-4 Slots, Gray Color	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order
SCHEDULE RACK	22" x 21" Black, RH Load Open Back	$171.98	$171.98	$171.98	$171.98	$171.98	$171.98	$171.98
SCHEDULE RACK	Innocom Schedule Racks 3.75" x 7" x 1.5"	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order
SCHEDULE RACK	Innocom Schedule Racks 8.62" x 1 1" x 1"	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order
SCHEDULE RACK	OBIC To (4) Quad Pamphlet & (1) Single Pamphlet Holders	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order
SCHEDULE RACK	Transit Info Products OBICT10P2LTRMC	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order
SCHEDULE RACK	Transit Information Products -19"x 21" OBIC 19/214P1LTRMC	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order	Quote required size at order
STANCHIONS/GRAB RAILS	Yellow Powder Coated Vertical Stanchions, Grab Rails, and Modesty Panel Tubes	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)
STANCHIONS/GRAB RAILS	Yellow Powder Coated Vertical Stanchions Only	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)
STANCHIONS/GRAB RAILS	Vehicle Stanchion at Front Wheel Wells--Each	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)	Quote at order (dependent on seating layouts)
STANCHIONS/GRAB RAILS	Add Farebox Grabrail	$285.63	$285.63	$285.63	$285.63	$285.63	$285.63	$285.63
STANCHIONS/GRAB RAILS	Horizontal Grabrail on Curbside & Streetside Wheel housing	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STANCHIONS/GRAB RAILS	SSTL Spring Loaded Grab Handle--Each	$74.89	$74.89	$74.89	$74.89	$74.89	$74.89	$74.89
STARTER	Delco 39MT Electric	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
STEERING SYSTEM	Steering Box--TRW TAS6505	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STEERING SYSTEM	TRW Electric Assisted Steering	$3,296.57	$3,296.57	$3,296.57	$3,296.57	$3,296.57	$3,296.57	$3,296.57
STEEERING SYSTEM	VIP Textured Steering Wheel	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES	BRT Front Cap Styling Only	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES	BRT Front Cap, Rear Cap and Engine Door Styling	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES	BRT PLUS Front Cap, Rear Cap, Roof Line and Engine Door Styling	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES	BRT Roof Fairings, Front or Rear (each)	$1,549.80	$1,549.80	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
STYLING PACKAGES-- TROLLEY	Cow Catcher on Front Bumper	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Exterior Roof Mounted Sign Boards	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Exterior Wood Like Trim Installed On: Cupola, Front & Rear Overhand Eves, Arches, Window Mullions, Window Sills, Rub Rails, Skirt Panels, Front & Rear Door, Front & Rear Bumper.	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Front Center Trolley Light	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Front Roof Hatch Accommodations	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Hybrid Bus Compatible Cupola Package	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Interior Vinyl Seat Cushions	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Interior Wood Like Trim Installed On: Ceiling Panel Strips, Window Tops & Sills, Overhead Passenger Lights, Driver's Dash Area.	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Roof Accent LED Rope Lighting	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
STYLING PACKAGES-- TROLLEY	Vintage Style Trolley Seating, Solid Wood Slats, Bull Nose Top, and Bottom Round over Edges	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
STYLING PACKAGES-- TROLLEY	Vintage Style Vinyl Graphics: Cupola Window & Exterior Window Graphic Motifs, Standard Gold Vinyl Pinstripping, Exterior Graphics Banner Package, Interior Graphics Banner at Rear I/O Enclosure, Exterior Bus Numbers, Gold Battery Disconnect	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
SURVEILLANCE CAMERA SYSTEMS	Apollo--Add (1) Standard Definition Coler Camera	Quote	Quote	Quote	Quote	Quote	Quote	Quote
SURVEILLANCE CAMERA SYSTEMS	Apollo-- (1) Standard Definition Color Camera	Quote	Quote	Quote	Quote	Quote	Quote	Quote
SURVEILLANCE CAMERA SYSTEMS	Apollo--Add (1) High Definition Color Camera	$536.24	$536.24	$536.24	$536.24	$536.24	$536.24	Quote
SURVEILLANCE CAMERA SYSTEMS	Apollo--Add 8TB HDD	Quote	Quote	Quote	Quote	Quote	Quote	Quote
SURVEILLANCE CAMERA SYSTEMS	Apollo Back Up Camera with LCD Screen	$536.24	$536.24	$536.24	$536.24	$536.24	$536.24	Quote
SURVEILLANCE CAMERA SYSTEMS	SEON NX-16 (7) Camera System, 2TB HDD, Wireless, GPS, Impact Sensor	$2,380.56	$2,380.56	$2,380.56	$2,380.56	$2,380.56	$2,380.56	Quote
SURVEILLANCE CAMERA SYSTEMS	SEON Add (1) Standard Definition Color Camera	$654.89	$654.89	$654.89	$654.89	$654.89	$654.89	$654.89
SURVEILLANCE CAMERA SYSTEMS	SEON Add (1) High Definition Color Camera	$674.59	$674.59	$674.59	$674.59	$674.59	$674.59	$674.59
SURVEILLANCE CAMERA SYSTEMS	SEON Add Solid State Hard drive (SSD)	$1,931.30	$1,931.30	$1,931.30	$1,931.30	$1,931.30	$1,931.30	$1,931.30
SURVEILLANCE CAMERA SYSTEMS	AngelTrax (7) Standard Definition Color Camera System, 1TB HDD, Wireless, GPS, Impact Sensor	-$3,685.72	-$3,685.72	-$3,685.72	-$3,685.72	-$3,685.72	-$3,685.72	Quote
SURVEILLANCE CAMERA SYSTEMS	AngelTrax--Add (1) Standard Definition Color Camera	Option not offered (obsolete, all cameras are high def)	Option not offered (obsolete, all cameras are high def)	Option not offered (obsolete, all cameras are high def)	Option not offered (obsolete, all cameras are high def)	Option not offered (obsolete, all cameras are high def)	Option not offered (obsolete, all cameras are high def)	Option not offered (obsolete, all cameras are high def)
SURVEILLANCE CAMERA SYSTEMS	AngelTrax--Add (1) High Definition Color Camera	$472.51	$472.51	$472.51	$472.51	$472.51	$472.51	$472.51
SURVEILLANCE CAMERA SYSTEMS	AngelTrax--Add 1TB HDD (Double stacked 500GB HDD)	Option not offered (obsolete, 1T upgrade obsolete)	Option not offered (obsolete, 1T upgrade obsolete)	Option not offered (obsolete, 1T upgrade obsolete)	Option not offered (obsolete, 1T upgrade obsolete)	Option not offered (obsolete, 1T upgrade obsolete)	Option not offered (obsolete, 1T upgrade obsolete)	Option not offered (obsolete, 1T upgrade obsolete)
SURVEILLANCE CAMERA SYSTEMS	March Network 5412 (10) Camera--Kalatel Mobileview	$4,080.43	$4,080.43	$4,080.43	$4,080.43	$4,080.43	$4,080.43	$852.11
SURVEILLANCE CAMERA SYSTEMS	Mobileview NVR7000 (10) Camera System, High Definition, 4TB HDD, Wireless, GPS, Impact Sensor	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)
SURVEILLANCE CAMERA SYSTEMS	Mobileview--Add (1) High Definition Camera	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)
SURVEILLANCE CAMERA SYSTEMS	Mobileview--Add Solid State Hard drive (SSD)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)	Option not offered (obsolete)
SURVEILLANCE CAMERA SYSTEMS	REI Bus Watch Digital	-$3,198.49	-$3,198.49	-$3,198.49	-$3,198.49	-$3,198.49	-$3,198.49	-$5,834.91
SURVEILLANCE CAMERA SYSTEMS	Camera Pre Wire Package	Quote	Quote	Quote	Quote	Quote	Quote	Quote
TIRES	OEM Supplied Tires	$5,239.25	$5,239.25	$5,239.25	$5,239.25	$5,239.25	$5,239.25	$8,732.08
TIRES	Tire Pressure Monitoring System	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
TOWING	Cole Hersee 12063 Electrical Tow Connector	$44.32	$44.32	$44.32	$44.32	$44.32	$44.32	$44.32
TOWING	Cole Hersee Tow Connector	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
TRANSMISSION	Allison B-400R, GEN IV or Latest GEN	$5,647.58	$5,647.58	Option not offered	Option not offered	$3,307.92	$3,307.92	-$2,996.21
TRANSMISSION	Davco Electronic Fluid Level Gauge	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
TRANSMISSION	KP Series Pushbutton Sampling Valve - Transmission Fluid	$30.64	$30.64	$30.64	$30.64	$30.64	$30.64	$30.64
TRANSMISSION	Titan Probalizer OD-1014	$20.99	$20.99	$27.28	$27.28	$20.99	$20.99	$20.99
TRANSMISSION	ZF 6AP1400B	-$750.74	-$750.74	Option not offered	Option not offered	-$252.46	-$252.46	-$2,859.00
WHEELCHAIR RAMP	Ricon--6:1 Ratio, Single Slope Ramp – SSR - Front Door Only	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
WHEELCHAIR RAMP	Ricon – 4:1 Ratio, FR2E - Front Door Only	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
WHEELCHAIR SECUREMENT	Kiel North America K-Pod with Secubar	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered

Category	Item Description	Diesel 35 Foot Bus	Diesel 40 Foot Bus	Hybrid 35 Foot Bus	Hybrid 40 Foot Bus	CNG 35 Foot Bus	CNG 40 Foot Bus	CNG 60 Foot Artic. Bus
WHEELCHAIR SECUREMENT	American Seating--Dual Auto Lok with Advanced Restraint Module (ARM)	Option not offered (discontinued)	Option not offered (discontinued)	Option not offered (discontinued)	Option not offered (discontinued)	Option not offered (discontinued)	Option not offered (discontinued)	Option not offered (discontinued)
WHEELCHAIR SECUREMENT	American Seating--Advanced Restraint Module (ARM) with Remote Belt Release	Quote	Quote	Quote	Quote	Quote	Quote	Quote
WHEELCHAIR SECUREMENT	American Seating--Q'Straint Q'Pod	Quote	Quote	Quote	Quote	Quote	Quote	Quote
WHEELCHAIR SECUREMENT	USSC--Q'Straint Q' POD *one side only	$3,038.75	$3,038.75	$3,038.75	$3,038.75	$3,038.75	$3,038.75	$3,038.75
WHEELCHAIR SECUREMENT	Q'Straint Quantum	$16,705.63	$16,705.63	$16,705.63	$16,705.63	$16,705.63	$16,705.63	$16,705.63
WHEELCHAIR SECUREMENT	Belt Guard and Wheelchair Ramp Pan Identification Numbers	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered	Option not offered
WHEELS/RIMS	(7) Steel Powder Coated Finish, White or Black	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus	In Base Bus
WHEELS/RIMS	(7) Alcoa Aluminum Clean & Buff Finish	$1,922.56	$1,922.56	$1,922.56	$1,922.56	$1,922.56	$1,922.56	$3,389.19
WHEELS/RIMS	(7) Alcoa Aluminum Polished Finish	$4,265.20	$4,265.20	$4,265.20	$4,265.20	$4,265.20	$4,265.20	$8,075.05
WHEELS/RIMS	(7) Alcoa Aluminum Clean & Buff Finish with Durabrite	Option not offered (Durabright only available for polished/machined wheels)	Option not offered (Durabright only available for polished/machined wheels)	Option not offered (Durabright only available for polished/machined wheels)	Option not offered (Durabright only available for polished/machined wheels)	Option not offered (Durabright only available for polished/machined wheels)	Option not offered (Durabright only available for polished/machined wheels)	Option not offered (Durabright only available for polished/machined wheels)
WHEELS/RIMS	Alcoa Wheels--Add Duraflange	$2,839.90	$2,839.90	$2,839.90	$2,839.90	$2,839.90	$2,839.90	$5,195.30
WHEELS/RIMS	Spare Aluminum Wheel	$731.58	$731.58	$731.58	$731.58	$731.58	$731.58	$731.58
WHEELS/RIMS	Spare Steel Wheel	$192.60	$192.60	$192.60	$192.60	$192.60	$192.60	$192.60

PRICING FORM – BAFO
35 Foot Buses

Please check the type: ☐ **CNG** ☑ **DIESEL** ☐ **HYBRID**

Proposers must submit separate pricing forms for each type..

(SOW) SECTION NUMBER(S)	QUANTITY	EQUIPMENT DESCRIPTION(S) FOR AFTERMARKET COMPONENTS	UNIT PRICE	TOTAL PRICE
TS 9	1	Engine	$ $83,330.91	$ $83,330.91
TS 10	1	Engine Cooling System	$ 6,674.00	$ 6,674.00
TS 10.3	1	Transmission	$ 21,175.26	$ 21,175.26
TS 11	1	Powertrain	$ **Quote**	$ **Quote**
TS 17.2.2	1	CNG Fuel Tanks	$ N/A	$ N/A
TS 51.1	1	HVAC System	$ 27,874.23	$ 27,874.23
TS 5.10	1	Fire Suppression System	$ **Quote**	**Quote**
TS 78.2	1	ADA Lift	$ **Quote**	**Quote**
TS 11	1	Powertrain (ID the Type)	Diesel	
	1	Final drive	$ 15,350.45	$ 15,350.45
	1	Steering front axle	$ 8,866.11	$ 8,866.11
	1	Center axle	$ N/A	$ N/A
	1	Hubs	$ **Quote**	**Quote**
	1	Air compressor	$ **Quote**	**Quote**
	1	Air system dryer	$ 1,747.07	$ 1,747.07
	1	Heating ventilating and air conditioning	Included in HVAC	Included in HVAC
	1	CNG methane detection	$ N/A	$ N/A
	1	Fast idle device	$ 511.41	$ 511.41
	1	Engine starter	$ 422.73	$ 422.73
		Total for Aftermarket Prices	$ 165,952.17	$ 165,952.17

PRICING FORM – BAFO
40 Foot Buses

Please check the type: ☐ **CNG** ☑ **DIESEL** ☐ **HYBRID**

Proposers must submit separate pricing forms for each type..

(SOW) SECTION NUMBER(S)	QUANTITY	EQUIPMENT DESCRIPTION(S) FOR AFTERMARKET COMPONENTS	UNIT PRICE	TOTAL PRICE
TS 9	1	Engine	$ $83,330.91	$ $83,330.91
TS 10	1	Engine Cooling System	$ 6,674.00	$ 6,674.00
TS 10.3	1	Transmission	$ 21,175.26	$ 21,175.26
TS 11	1	Powertrain	$ **Quote**	$ **Quote**
TS 17.2.2	1	CNG Fuel Tanks	$ N/A	$ N/A
TS 51.1	1	HVAC System	$ 27,874.23	$ 27,874.23
TS 5.10	1	Fire Suppression System	$ **Quote**	**Quote**
TS 78.2	1	ADA Lift	$ **Quote**	**Quote**
TS 11	1	Powertrain (ID the Type)	Diesel	
	1	Final drive	$ 15,350.45	$ 15,350.45
	1	Steering front axle	$ 8,866.11	$ 8,866.11
	1	Center axle	$ N/A	$ N/A
	1	Hubs	$ **Quote**	**Quote**
	1	Air compressor	$ **Quote**	**Quote**
	1	Air system dryer	$ 1,747.07	$ 1,747.07
	1	Heating ventilating and air conditioning	Included in HVAC	Included in HVAC
	1	CNG methane detection	$ N/A	$ N/A
	1	Fast idle device	$ 511.41	$ 511.41
	1	Engine starter	$ 422.73	$ 422.73
		Total for Aftermarket Prices	$ 165,952.17	$ 165,952.17

PRICING FORM – BAFO
35 Foot Buses

Please check the type: ☐ CNG ☐ DIESEL ☑ HYBRID (Allison)

Proposers must submit separate pricing forms for each type..

(SOW) SECTION NUMBER(S)	QUANTITY	EQUIPMENT DESCRIPTION(S) FOR AFTERMARKET COMPONENTS	UNIT PRICE	TOTAL PRICE
TS 9	1	Engine	$ 63,009.59	$ 63,009.59
TS 10	1	Engine Cooling System	$ 23,955.40	$ 23,955.40
TS 10.3	1	Transmission	$ N/A	$ N/A
TS 11	1	Powertrain	$ 234,016	$ 234,016
TS 17.2.2	1	CNG Fuel Tanks	$ N/A	$ N/A
TS 51.1	1	HVAC System	$ 31,375.70	$ 31,375.70
TS 5.10	1	Fire Suppression System	$ Quote	$ Quote
TS 78.2	1	ADA Lift	$ Quote	$ Quote
TS 11	1	Powertrain (ID the Type)	Hybrid - Allison	
	1	Final drive	$ 15,350.45	$ 15,350.45
	1	Steering front axle	$ 8,866.11	$ 8,866.11
	1	Center axle	$ N/A	$ N/A
	1	Hubs	$ Quote	$ Quote
	1	Air compressor	$ 9,795.75	$ 9,795.75
	1	Air system dryer	$ 1,747.07	$ 1,747.07
	1	Heating ventilating and air conditioning	$ same as TS 51.1	$
	1	CNG methane detection	$ N/A	$ N/A
	1	Fast idle device	$ 192.69	$ 192.69
	1	Engine starter	$ Quote	$ Quote
		Total for Aftermarket Prices	$388,308.75	$ 388,308.75

PRICING FORM – BAFO
40 Foot Buses

Please check the type: ☐ CNG ☐ DIESEL ☑ HYBRID (Allison)

Proposers must submit separate pricing forms for each type..

(SOW) SECTION NUMBER(S)	QUANTITY	EQUIPMENT DESCRIPTION(S) FOR AFTERMARKET COMPONENTS	UNIT PRICE	TOTAL PRICE
TS 9	1	Engine	$ 63,009.59	$ 63,009.59
TS 10	1	Engine Cooling System	$ 23,955.40	$ 23,955.40
TS 10.3	1	Transmission	$ N/A	$ N/A
TS 11	1	Powertrain	$ 234,016	$ 234,016
TS 17.2.2	1	CNG Fuel Tanks	$ N/A	$ N/A
TS 51.1	1	HVAC System	$ 31,375.70	$ 31,375.70
TS 5.10	1	Fire Suppression System	$ Quote	$ Quote
TS 78.2	1	ADA Lift	$ Quote	$ Quote
TS 11	1	Powertrain (ID the Type)	Hybrid - Allison	
	1	Final drive	$ 15,350.45	$ 15,350.45
	1	Steering front axle	$ 8,866.11	$ 8,866.11
	1	Center axle	$ N/A	$ N/A
	1	Hubs	$ Quote	$ Quote
	1	Air compressor	$ 9,795.75	$ 9,795.75
	1	Air system dryer	$ 1,747.07	$ 1,747.07
	1	Heating ventilating and air conditioning	$ same as TS 51.1	$
	1	CNG methane detection	$ N/A	$ N/A
	1	Fast idle device	$ 192.69	$ 192.69
	1	Engine starter	$ Quote	$ Quote
		Total for Aftermarket Prices	$388,308.75	$ 388,308.75

PRICING FORM – BAFO
35 Foot Buses

Please check the type: ☑ **CNG** ☐ **DIESEL** ☐ **HYBRID**

Proposers must submit separate pricing forms for each type..

(SOW) SECTION NUMBER(S)	QUANTITY	EQUIPMENT DESCRIPTION(S) FOR AFTERMARKET COMPONENTS	UNIT PRICE	TOTAL PRICE
TS 9	1	Engine	$ 89,889.49	$ 89,889.49
TS 10	1	Engine Cooling System	$ 6,674	$ 6,674
TS 10.3	1	Transmission	$ 21,175.26	$ 21,175.26
TS 11	1	Powertrain	$ Quote	$ Quote
TS 17.2.2	1	CNG Fuel Tanks	$ Quote	$ Quote
TS 51.1	1	HVAC System	$ 25,630.60	$ 25,630.60
TS 5.10	1	Fire Suppression System	$ Quote	$ Quote
TS 78.2	1	ADA Lift	$ Quote	$ Quote
TS 11	1	Powertrain (ID the Type)	CNG	
	1	Final drive	$ 15,350.45	$ 15,350.45
	1	Steering front axle	$ 8,866.11	$ 8,866.11
	1	Center axle	$ N/A	$
	1	Hubs	$ Quote	$ Quote
	1	Air compressor	$ Quote	$ Quote
	1	Air system dryer	$ 1,747.07	$ 1,747.07
	1	Heating ventilating and air conditioning	$Same as TS 51.1	$
	1	CNG methane detection	$ 7,273.09	$ 7,273.09
	1	Fast idle device	$ 511.41	$ 511.41
	1	Engine starter	$ 422.73	$ 422.73
		Total for Aftermarket Prices	$ 177,540.21	$ 177,540.21

PRICING FORM – BAFO
40 Foot Buses

Please check the type: ☑ **CNG** ☐ **DIESEL** ☐ **HYBRID**

Proposers must submit separate pricing forms for each type..

(SOW) SECTION NUMBER(S)	QUANTITY	EQUIPMENT DESCRIPTION(S) FOR AFTERMARKET COMPONENTS	UNIT PRICE	TOTAL PRICE
TS 9	1	Engine	$ 89,889.49	$ 89,889.49
TS 10	1	Engine Cooling System	$ 6,674	$ 6,674
TS 10.3	1	Transmission	$ 21,175.26	$ 21,175.26
TS 11	1	Powertrain	$ Quote	$ Quote
TS 17.2.2	1	CNG Fuel Tanks	$ Quote	$ Quote
TS 51.1	1	HVAC System	$ 25,630.60	$ 25,630.60
TS 5.10	1	Fire Suppression System	$ Quote	$ Quote
TS 78.2	1	ADA Lift	$ Quote	$ Quote
TS 11	1	Powertrain (ID the Type)	CNG	
	1	Final drive	$ 15,350.45	$ 15,350.45
	1	Steering front axle	$ 8,866.11	$ 8,866.11
	1	Center axle	$ N/A	$
	1	Hubs	$ Quote	$ Quote
	1	Air compressor	$ Quote	$ Quote
	1	Air system dryer	$ 1,747.07	$ 1,747.07
	1	Heating ventilating and air conditioning	$Same as TS 51.1	$
	1	CNG methane detection	$ 7,273.09	$ 7,273.09
	1	Fast idle device	$ 511.41	$ 511.41
	1	Engine starter	$ 422.73	$ 422.73
		Total for Aftermarket Prices	$ 177,540.21	$ 177,540.21

PRICING FORM – BAFO
60 Foot Buses

Please check the type: ☑ **CNG** ☐ **DIESEL** ☐ **HYBRID**

Proposers must submit separate pricing forms for each type..

(SOW) SECTION NUMBER(S)	QUANTITY	EQUIPMENT DESCRIPTION(S) FOR AFTERMARKET COMPONENTS	UNIT PRICE	TOTAL PRICE
TS 9	1	Engine	$ 99,626.62	$ 99,626.62
TS 10	1	Engine Cooling System	$ 10,792	$ 10,792
TS 10.3	1	Transmission	$ 25,231.73	$ 25,231.73
TS 11	1	Powertrain	$ Quote	$ Quote
TS 17.2.2	1	CNG Fuel Tanks	$ Quote	$ Quote
TS 51.1	1	HVAC System	$ 52,459.07	$ 52,459.07
TS 5.10	1	Fire Suppression System	$ Quote	$ Quote
TS 78.2	1	ADA Lift	$ Quote	$ Quote
TS 11	1	Powertrain (ID the Type)	CNG	
	1	Final drive	$ 15,350.45	$ 15,350.45
	1	Steering front axle	$ 8,866.11	$ 8,866.11
	1	Center axle	$ 11,108.94	$ 11,108.94
	1	Hubs	$ Quote	$ Quote
	1	Air compressor	$ Quote	$ Quote
	1	Air system dryer	$ 1,747.07	$ 1,747.07
	1	Heating ventilating and air conditioning	$Same as TS 51.1	$
	1	CNG methane detection	$ 14,146.59	$ 14,146.59
	1	Fast idle device	$ 511.41	$ 511.41
	1	Engine starter	$ 422.73	$ 422.73
		Total for Aftermarket Prices	$ 240,262.72	$ 240,262.72

EXHIBIT D:
SUPPLEMENTAL FEDERAL TRANSIT AUTHORITY ADDENDUM

FTA FUNDING SUPPLEMENT FOR BROWARD COUNTY CONTRACTS

If Contractor has any questions or needs clarification as to the applicability of any term, condition, or requirement in this FTA Funding Supplement, Contractor should contact the Safety and Compliance Section, Broward County Transportation Department, at 954-357-8300.

Definitions applicable to this FTA Funding Supplement are stated in Section V.

I. FORMS AND REFERENCES

Applicable forms and exhibits will be provided to Contractor separately by the Broward County Purchasing Division. By entering into the Contract, Contractor acknowledges that they have received, completed, and provided all applicable forms, documents, and information required by the FTA of Contractor or any Subcontractor for County's receipt of Federal Assistance, and shall comply with any additional terms, and provide any additional information, required by the Federal Government related to the Federal Assistance.

Contractor must complete the applicable forms and exhibits identified below. **If no boxes are checked please contact the Broward County Transportation Department.**

☐ **Professional Services Architectural and Engineering**
- ☐ Government-Wide Debarment and Suspension Certification (>$25,000)
- ☐ Buy America Certification (For iron, steel, or manufactured products >$150,000)
- ☐ Restrictions on Lobbying Certification (>$100,000)
- ☐ Restrictions on Lobbying Certification (For Loan Guarantees and Loan Insurance)
- ☐ FTA Funding Supplement Acknowledgement

☐ **Operations/Management**
- ☐ Government-Wide Debarment and Suspension Certification (>$25,000)
- ☐ Buy America Certification (For iron, steel, or manufactured products >$150,000)
- ☐ Restrictions on Lobbying Certification (>$100,000)
- ☐ Restrictions on Lobbying Certification (For Loan Guarantees and Loan Insurance)
- ☐ Drug & Alcohol Testing Program Certification
- ☐ FTA Funding Supplement Acknowledgement

☒ **Rolling Stock (Bus/Rail/Associated Equipment)**

- ☒ Government-Wide Debarment and Suspension Certification (>$25,000)
- ☒ Buy America Certification (For Rolling stock associated procurements >$150,000)
- ☒ Restrictions on Lobbying Certification (>$100,000)
- ☒ Restrictions on Lobbying Certification (For Loan Guarantees and Loan Insurance)
- ☒ Drug & Alcohol Testing Program Certification
- ☒ Bus Testing Certification
- ☒ Transit Vehicle Manufacturer (TVM) Certification
- ☒ FTA Funding Supplement Acknowledgement

☐ **Construction**

- ☐ Government-Wide Debarment and Suspension Certification (>$25,000)
- ☐ Buy America Certification (For iron, steel, or manufactured products >$150,000)
- ☐ Restrictions on Lobbying Certification (>$100,000)
- ☐ Restrictions on Lobbying Certification (For Loan Guarantees and Loan Insurance)
- ☐ FTA Funding Supplement Acknowledgement

☐ **Materials and Supplies**

- ☐ Government-Wide Debarment and Suspension Certification (>$25,000)
- ☐ Buy America Certification (For iron, steel, or manufactured products >$150,000)
- ☐ Restrictions on Lobbying Certification (>$100,000)
- ☐ Restrictions on Lobbying Certification (For Loan Guarantees and Loan Insurance)
- ☐ FTA Funding Supplement Acknowledgement

☐ **Revenue Contracts**

- ☐ Government-Wide Debarment and Suspension Certification (>$25,000)
- ☐ Restrictions on Lobbying Certification (>$100,000)
- ☐ Restrictions on Lobbying Certification (For Loan Guarantees and Loan Insurance)
- ☐ FTA Funding Supplement Acknowledgement

☐ **Required Forms and Exhibits**

- ☐ Government-Wide Debarment and Suspension Certification (>$25,000)
- ☐ Restrictions on Lobbying Certification (>$100,000)
- ☐ Restrictions on Lobbying Certification (For Loan Guarantees and Loan Insurance)
- ☐ FTA Funding Supplement Acknowledgement

II. AUTHORITY

The Contract is funded in whole or in part by funds received by Broward County, a political subdivision of the state of Florida (County), from the Federal Transit Administration (FTA) of the United States Department of Transportation (U.S. DOT). This FTA Funding Supplement is incorporated by reference and made a part of the Contract and is subject to the Standard Terms and Conditions required by the U.S. DOT. FTA may take enforcement action if County or any Contractor or Subcontractor violates applicable federal law, regulation, or requirement, or does not follow applicable Federal Guidance.

III. INTERPRETATION

Capitalized terms not otherwise defined herein have the meaning given to them in Section V, Definitions. All other terms not defined herein shall be interpreted as defined in the most current FTA Master Agreement or, if not defined in the FTA Master Agreement, as defined in applicable federal law, federal regulation, the Contract, or the Broward County Administrative Code or Broward County Code of Ordinances, as applicable.

IV. FTA SUPPLEMENTAL PROVISIONS

Contractor shall comply, and Contractor shall require all Subcontractors to comply, with this FTA Funding Supplement and the Standard Terms and Conditions, except as otherwise determined by FTA in writing. The Standard Terms and Conditions imposed by FTA do not expire and shall continue to apply to the Contract, Contractor, and its Subcontractors, as modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to the FTA Master Agreement.

PART A: GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS

Applicability to Contracts and Flow Down Requirement. These provisions in Part A are applicable to all Contracts and Flow Down to all levels. Contractor shall include all clauses in Part A in each subcontract funded in whole or in part, directly or indirectly, with Federal Assistance provided by FTA. No provision shall be modified, except as necessary to identify the Subcontractor subject to the provision.

1. INCORPORATION OF FTA TERMS

The provisions within include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the Contract's provisions. All contractual provisions required by U.S. DOT, as set forth in the Standard Terms and Conditions, including, without limitation, the current FTA Circular 4220, are hereby incorporated into this FTA Funding Supplement by this reference. Notwithstanding anything to the contrary herein or in the Contract, all FTA mandated terms shall be deemed to control in the event of a conflict with any provision herein or in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

2. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that the provisions of 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to Contractor's actions pertaining to this project.

Effective upon entering into the Contract, Contractor certifies and affirms to County and the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract and its performance of the work under the Contract.

In addition to other penalties that may be applicable, Contractor further agrees that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, it hereby authorizes County to impose on Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, the penalties under 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), and any other penalties or fines imposed on County by the Federal Government as a result of Contractor's actions, to the extent County deems appropriate.

4. FEDERAL CHANGES

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

5. ACCESS TO RECORDS AND REPORTS

A. Record Retention. Contractor shall retain and shall require its Subcontractors at all tiers to retain complete and readily accessible records related in whole or in part to the Contract, including, without limitation, data, documents, reports, statistics, sub-agreements, leases, third-party contracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

B. Retention Period. Contractor agrees to comply with the record retention requirements in the applicable U.S. DOT Common Rule. Contractor shall maintain all records pertaining to the

Contract for a period of not less than three (3) years after the expiration or earlier termination of the Contract, the Closeout of County's Funding Assistance Award, or after all other pending matters related to the Contract are closed, whichever comes first. Closeout of County's Funding Assistance Award occurs when FTA notifies County that the Award is closed, approves the final federal payment, or acknowledges receipt of the proper refund. Closeout of the Award does not alter the record retention or access requirements of this Section 5.

C. Access to Records and Sites of Performance. Contractor agrees that it shall provide, and shall require its Subcontractors at each tier to provide, sufficient access to inspect and audit records and information related to the Contract to County and the Federal Government, including, without limitation, the United States Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives. Contractor agrees to, and assures that its Subcontractors shall, permit those individuals listed above to reproduce by any means whatsoever and copy excerpts and transcriptions as reasonably needed; to inspect all work and materials related to the Contract; to audit any information related to the Contract under the control of Contractor or any Subcontractor in books, records, accounts, or other locations; and to otherwise comply with federal access to records requirements as set forth in the applicable Standard Terms and Conditions, including, without limitation, 49 U.S.C. § 5325(g).

D. Amounts Owed to County. Contractor agrees to reimburse County any excess federally funded payments received from County as a result of disallowed costs revealed in an audit or inspection.

6. CIVIL RIGHTS REQUIREMENTS

County is an Equal Opportunity Employer. As such, except when County is specifically exempted from a civil rights statute, County complies with all applicable federal civil rights laws, regulations, and requirements, and follows applicable Federal Guidance including compliance with equity in service requirements, except as the Federal Government determines otherwise in writing.

Contractor shall at all times comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable Federal Guidance, except as the Federal Government determines otherwise in writing. Unless specifically exempted from a civil rights statute, Contractor is required to comply with each applicable civil rights statute, including compliance with equity in service requirements, including, without limitation, the following:

A. Nondiscrimination in Federal Public Transportation Programs. Contractor agrees to, and assures that it and each Subcontractor will:

(1) Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(2) Prohibit (i) the exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination

identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(3) Follow the most recent edition of FTA Circular 4702.1 to the extent consistent with applicable federal laws, regulations, requirements, and guidance. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering contracts supported with Federal Assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act. Contractor agrees to, and assures that each Subcontractor will (i) prohibit discrimination based on race, color, or national origin; (ii) comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq., 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 CFR Part 21, including any amendments thereto; and Federal transit law, specifically 49 U.S.C. § 5332; and (iii) follow:

(1) The most recent edition of FTA Circular 4702.1, to the extent consistent with applicable federal laws, regulations, requirements, and guidance;

(2) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR § 50.3; and

(3) All other applicable Federal Guidance that may be issued.

C. Equal Employment Opportunity.

(1) *Federal Requirements and Guidance*. Contractor agrees to, and assures that each Subcontractor will, prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin, and (1) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (2) comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; (3) comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of the FTA Master Agreement; (4) comply with FTA Circular 4704.1, as applicable; and (5) follow other Federal Guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.

(2) *Indian Tribes*. Contractor agrees to, and assures that each Subcontractor will, recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

D. Nondiscrimination on the Basis of Sex. Contractor agrees to, and assures that its Subcontractors will, comply with federal prohibitions against discrimination based on sex, including: (i) U.S. DOT regulations, "Nondiscrimination of the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25; and (ii) Federal Transit Law, specifically 49 U.S.C. § 5332.

E. Nondiscrimination on the Basis of Age. Contractor agrees to, and assures that its Subcontractors will, comply with federal prohibitions against discrimination based on age, including: (i) Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634; (ii) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations "Age Discrimination in Employment Act," 29 CFR Part 1625; The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; (iii) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90; and (iv) Federal transit law at 49 U.S.C. § 5332.

F. Nondiscrimination on the Basis of Disability. Contractor agrees to, and assures that its Subcontractors will, comply with federal law, regulations, and guidance prohibiting against discrimination based on disability, including: Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; Federal transit law at 49 U.S.C. § 5332; U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 27; Joint U.S. Architectural Barriers and Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38; U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 38; U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36; U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630; U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F; U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; FTA Circular 4710.1, "Americans with Disabilities Act: Guidance"; and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities, federal civil rights, and nondiscrimination.

G. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. Contractor 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.

H. Access to Services for Persons with Limited English Proficiency. Contractor agrees to provide meaningful access to public transportation services to persons with limited understanding of English to comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq., and its implementing regulation at 28 CFR § 42.405(d), and appliable U.S. Department of Justice guidance.

I. Federal Law and Public Policy Requirements. Contractor shall ensure that Federal Assistance funding is expended in full accordance with the U.S. Constitution, Federal Law, and

statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Contractor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

J. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. Contractor agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow Federal Guidance prohibiting discrimination.

K. Remedies. Remedies for failure to comply with applicable federal civil rights laws, regulations, and requirements, and failure to follow Federal Guidance may be enforced as provided in those federal laws, regulations, requirements, or Federal Guidance.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. Overview. Certified Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to participate in the Contract and any other U.S. DOT-assisted contract. It is also the policy of County to:

(1) Ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;

(2) Create a level playing field on which DBEs can compete fairly for U.S. DOT-assisted contracts;

(3) Ensure that County's DBE program is narrowly tailored in accordance with applicable law;

(4) Ensure that only firms that fully meet eligibility standards (pursuant to 49 CFR Part 26) are permitted to participate as DBEs;

(5) Help remove barriers to the participation of DBEs in U.S. DOT-assisted contracts;

(6) Promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

(7) Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

To the extent authorized by applicable federal laws, regulations, or requirements, Contractor agrees to satisfy the requirements for DBE participation, and further agrees to facilitate, and assures that each of its Subcontractors will facilitate, participation by DBEs as set forth in this FTA Supplement and as otherwise required by the US. DOT and County. These requirements are in

addition to all other EEO requirements of the Contract. County through its Office of Economic and Small Business Development (OESBD) shall make all determinations with regard to whether or not a Contractor is in compliance with the DBE program requirements. In assessing compliance, County may consider during its review of Contractor's submission package and any documented noncompliance with DBE requirements on any other contract (including previous contracts) with County.

B. DBE Program Requirements. The DBE regulation at 49 CFR Part 26 establishes requirements for setting an overall goal for DBE participation in federally funded contracts. The Contract may include a specific DBE participation goal determined by OESBD which represents a minimum percentage of work under the Contract to be performed by DBEs (DBE Goal). Contractor and its Subcontractors may obtain information about DBE Program Requirements at the following websites:
https://www.transit.dot.gov/dbe
https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise

Eligible DBEs. For the purposes of DBE Goal achievement and in addition to applicable federal law and the Federal Guidelines, County requires Contractor (and its Subcontractors) to use DBEs that meet County's DBE eligibility requirements below:

1. DBEs must be certified, at the time of bid opening or proposal evaluation, by the Florida Unified Certification Program (UCP) Certifying Members; or

2. DBEs must be an out-of-state firm certified by either a local government, state government, or Federal Government entity authorized to certify DBE status, or by an agency whose DBE certification process has received FTA approval; or

3. DBEs must be certified by another agency approved by County.

The Florida Department of Transportation (FDOT) maintains a directory of certified DBEs that are eligible to participate on DBE contracts within the State of Florida. A listing of these DBEs can be viewed at the following website:
http://www3b.dot.state.fl.us/equalopportunityofficebusinessdirectory/

*Proposed Submission***.** Each Contractor, as part of its submission, shall supply the following information:

1. Letter of Intent to Utilize a DBE Subcontractor/Subconsultant
2. Vendor's Opportunity List
3. DBE Good Faith Effort Evaluation Report (only required if goals were not met)

For further information regarding the DBE program requirements, contact OESBD at (954) 357-6400. All forms may be downloaded from the Small Business Development Division website:
http://www.broward.org/ECONDEV/SMALLBUSINESS/Pages/compliance.aspx

A Letter of Intent must be executed by Contractor and countersigned by all DBE Subcontractors. No work shall be included in the Letter of Intent or Vendor's Opportunity List that Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. Contractor may not deviate from the certified DBE(s) disclosed in Letter of Intent and Vendor's Opportunity List submitted in response to the bid. Each DBE listed on the Letter of Intent must be certified prior to bid opening as DBE to be eligible for award.

Contractor shall provide monthly utilization reports, using the DBE Monthly Utilization Report and DBE Final Monthly Utilization Report**,** to the Contract Administrator, or their designee. In addition, Contractor shall allow County to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining the DBE Goal. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

*Good Faith Efforts***.** If Contractor is unable to meet the DBE Goal set forth in the Contract, County will consider Contractor's documented Good Faith Efforts based on Contractor's completed and submitted Application for Evaluation of Good Faith Effort.

If Contractor submits an Application for Evaluation of Good Faith Effort**, C**ontractor must be able to demonstrate through proper documentation its reasonably good-faith efforts to meet the DBE participation goal. Contractor's reasonably good efforts to meet DBE participation goals will be determined by OESBD and may include, without limitation, the following:

1. Attendance at any scheduled pre-bid meeting concerning DBE participation;
2. Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media, and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
3. Timely advertisement in general circulation media, trade association publications, and minority-focus media;
4. Timely notification of minority business or contractor groups and associations of solicitation for specific sub-bids;
5. Proof of written solicitations to DBEs;
6. Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal; and
7. Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by Contractor or County.

Contractor agrees that throughout the term of this Contract, the services provided by Contractor and its Subcontractors as provided by the firms listed on Letter of Intent shall remain at least at the percentage levels set forth in the Contract.

C. Contract Compliance Monitoring. Contractor and its Subcontractors shall:

a) Permit County to have access to necessary records to examine information as County deems appropriate for the purpose of investigating and determining compliance with Contractor's DBE Goal and the DBE program requirements, including, but not limited to,

records of expenditures, invoices, and contract between Contractor and other DBE parties entered into during the life of the Contract.

b) Permit the authorized representative(s) of County, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of Contractor relating to its performance under the DBE Participation provisions of the Contract.

c) Maintain all data/record(s) pertaining to its DBE participation as stated in Section 5 above.

D. Statutory and Regulatory Requirements. Contractor agrees to comply with the requirements of Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note; U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto; and federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of the FTA Master Agreement.

E. Special Requirements for a Transit Vehicle Manufacturer. *See Section titled Transit Vehicle Manufacturer Certification in Part B below*.

8. DISPUTES, BREACHES, DEFAULTS, AND LITIGATION

The Contract provides for County's and Contractor's available administrative, contractual, or other legal remedies, including any sanctions or penalties in the event Contractor or its Subcontractors violate or breach the Contract.

FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying County contract, and any amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which County is located. Contractor must include an equivalent provision in its sub-agreements with Subcontractors at every tier, for any agreement that is a "covered transaction" according to 2 CFR §§ 180.220 and 1200.220.

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

Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Contract, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

Additional Notice Requirements. Contractor and its Subcontractors must promptly notify County and if required the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which County is located, if Contractor or its Subcontractors have knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from

FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving Federal Assistance. This responsibility occurs whether the project is subject to this Contract or another FTA funded contract, or an agreement involving a principal, officer, employee, agent, or third-party participant of County. It also applies to Subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor or Subcontractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

Enforcement. County is obligated by the FTA to enforce its legal rights and remedies available under the Contract or any federal, state, or local law or regulation.

9. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

(1) Procure or obtain;

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

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

10. TRAFFICKING IN PERSONS

A. Definitions. Terms used in this Section 10 have the definitions given to them in Section 4(f)(2) of the FTA Master Agreement.

B. Compliance. Contractor shall (i) comply with federal requirements and guidance, including Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); (ii) comply with the terms of Section 4(f) of the FTA Master Agreement, and (iii) inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4(f)(4) of the FTA Master Agreement.

C. Subagreement Provision. Contractor agrees that it and its employees that participate in Recipient's Award, may not: engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect, procure a commercial sex act during the period of time that the Recipient's Award is in effect, or use forced labor in the performance of the Recipient's Award or subagreements thereunder.

11. TERMINATION

County's and Contractor's termination rights and obligations are detailed in the Contract and any addenda or subsequent amendments to the Contract which address termination rights and obligations. Notwithstanding anything to the contrary in the Contract, the FTA may unilaterally terminate the Contract in accordance with Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, and County shall not be liable for any costs or losses of Contractor or any payments to Contractor.

12. ADDITIONAL REQUIRED CLAUSES IN THIRD-PARTY CONTRACTS (FROM SECTION 16(D) OF THE FTA MASTER AGREEMENT)

Sections 1-11 of this FTA Funding Supplement's General Conditions encompass all of Contractor's FTA General Conditions obligations. The following provisions from Section 16(d) of the FTA Master Agreement are required to be included in all Recipient (such as County) contracts that are FTA funded. If any portions of Sections 1-11 of this FTA Funding Supplement's General Conditions are unclear, the following provisions are inserted into this FTA Funding Supplement to provide clarity:

Required Clauses in Third-Party Contracts. In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all third-party contracts made by the Recipient under the Federal award must contain provisions covering the following, as applicable:

A. Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 CFR §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).)

B. Termination. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

C. Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 – 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

D. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

F. Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of

$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

G. Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 CFR §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third-Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third-Party Participant: (1) Complies with federal debarment and suspension requirements; and (2) Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

H. Restrictions on Lobbying (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding $100,000 must file the certification required by 49 CFR Part 20. 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 must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

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

PART B: ADDITIONAL REQUIREMENTS – CONDITIONAL

13. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Applicability to Contracts: U.S. DOT's "Nonprocurement Suspension and Debarment" regulations at 2 CFR Part 1200 and 2 CFR Part 180 apply to this Contract, and sub-agreements

with Subcontractors at any tier, as follows: if the contract award amount is expected to equal or exceed $25,000; contract awards for a federally required audit regardless of the contract amount; contracts that must be approved by an FTA official regardless of the contract amount.

Flow Down Requirements: Covered Contractors and Subcontractors at any tier (as well as their principals and affiliates).

Contractor shall comply and facilitate its Subcontractors compliance with U.S. DOT's "Nonprocurement Suspension and Debarment" regulations at 2 CFR Part 1200 and 2 CFR Part 180. Contractor shall verify that its principals, affiliates, and Subcontractors are eligible to participate in the Contract and are not presently declared by the Federal Government to be:

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

Contractor certifies its compliance with this provision and shall sign and submit to County with its bid or proposal, the **Government-Wide Debarment and Suspension Certification.** Contractor shall also require its covered Subcontractors to certify compliance with this provision and provide to County a signed **Government-Wide Debarment and Suspension Certification** for each covered Subcontractor.

14. BUILD AMERICA, BUY AMERICA

Applicability to Contracts:
Pursuant to 49 U.S.C. § 5323(j), 49 CFR Part 661, and the Fixing America's Surface Transportation (FAST) Act, Section 3011, FTA's Buy America Requirements apply to the Contract if County's federally-assisted purchases of more than $150,000 of iron, steel, manufactured goods, including rolling stock purchases and capital leases.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184.

Flow Down Requirements: The requirements Flow Down from County to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors comply.

Unless a waiver has been granted by the FTA or the product is subject to a general waiver, Contractor agrees to comply with FTA's buy America requirements. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j) (2) (C) and

49 CFR 661.11. General waivers for small purchases do not apply to Consultant's equipment purchases when Consultant's contract value exceeds $150,000 in value.

The FTA cautions that its Buy America regulations are complex and different from the Federal "Buy America Act" regulations in the Federal Acquisition Regulation (FAR) at 48 CFR Chapter I, Subchapter D, Part 25, Subparts 25.1 and 25.2. Contractor can obtain detailed information on FTA's Buy America Requirements at https://www.transit.dot.gov/buyamerica/.

Contractor must submit to County the appropriate Buy America certification with its bid or offer. Except those subject to a general waiver, bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive. Contractor must submit to County the appropriate **Buy America Certification**.

15. SEISMIC SAFETY (Includes A&E)

Applicability to Contracts: Applies to the Contract only if it is a contract for the construction of new buildings or additions to existing buildings.

Flow Down Requirements: Flows Down from County to Contractor to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all Subcontractors.

If this Contract pertains to the construction of new buildings or additions to existing buildings, Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in U.S. DOT Seismic Safety Regulations at 49 CFR Part 41 and will certify compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Contract, including work performed by a Subcontractor, complies with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

16. LOBBYING

Applicability to Contracts: Applies to the Contract if equal to $100,000 or more.

Flow Down Requirements: Covered Contractors and Subcontractors at any tier.

Contractor agrees that neither it nor any of its Subcontractors will use Federal Assistance to influence any officer or employee of a federal agency, member of Congress, or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Contract or any extension or modification, according to the following laws, regulations, requirements, and Federal Guidance: the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended; U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and other applicable federal laws, regulations, requirements, and guidance prohibiting the use of Federal Assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature.

Exception: If permitted by applicable law, regulations, or Federal Guidance, such lobbying activities described above may be undertaken through County's proper official channels.

Contractor agrees that it and its Subcontractors shall certify its compliance with the lobbying requirements and restrictions above by completing and submitting to County the **Restrictions on Lobbying Certification Form (and if applicable the Disclosure Form to Report Lobbying)**.

17. CLEAN AIR AND CLEAN WATER REQUIREMENTS

Applicability to Contracts: The Clean Air Act and the Clean Water Act requirements apply to the Contract if it exceeds $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year.

Flow Down Requirements: Flows Down to Contractor and its Subcontractors at every tier.

The Common Grant Rules specifically prohibit the use of those facilities in the EPA "List of Violating Facilities," in the performance of this Contract and any other covered contract.

Contractor agrees to comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7601(q), et seq.

Contractor shall also comply with all applicable standards, orders, or regulations issued under Section 508 of the Clean Water Act, as amended, 33 U.S.C. §1368, and other applicable provisions of the Clean Water Act, as amended, 33 U.S.C. § 1251, et seq; Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

Contractor agrees to report each violation of the regulations above to County and to the FTA and the appropriate EPA Regional Office as required under applicable law.

Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal Assistance provided by FTA.

EMPLOYEE PROTECTION

18. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Applicability to Contracts: Applies the Contract if it exceeds $2,000 and is for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part with Federal Assistance.

Flow Down Requirements: Flows Down to Contractor and its Subcontractors at all tiers.

Contractor agrees to comply and assures that each Subcontractor will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in the Contract including, without limitation, the following: Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by the U.S. Department of Labor (DOL) regulations at 29 CFR Part 5, and the Copeland "Anti-Kickback Act requirements at 40 U.S.C. § 3145, as supplemented by DOL regulations at 29 CFR Part 3.

The requirements of both Acts are by reference below incorporated in full in the Contract. Accordingly, Contractor agrees to the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) a) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be

employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, DOL, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the thirty (30) day period that additional time is necessary.

c) In the event Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third-person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

(2) Withholding. County shall upon its own action or upon written request of an authorized representative of the DOL withhold or cause to be withheld from Contractor under this Contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, County may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractor's employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) a) Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to County if County is a party to the Contract, but if County is not such a party, Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor's and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the FTA if County is a party to the Contract, but if County is not such a party, Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to County, Contractor, or the Wage and Hour Division of the DOL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a Subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or Subcontractor or their agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

d) The falsification of any of the above certifications may subject Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of County or the DOL, and shall permit such representatives to interview employees during working hours on the job. If Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) **Apprentices**. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's

hourly rate) specified in Contractor's or Subcontractor 's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees**. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, who is not registered and participating in a training plan approved by the Employment and Training Administration, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(5) Compliance with Copeland Act requirements. Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract.

(6) Subcontracts. Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any Subcontractors or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in the Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the DOL set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its Subcontractors) and the Contracting agency, the DOL, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into the Contract, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applicability to Contracts: Applies to the Contract if it exceeds $100,000 and involves the employment of mechanics or laborers. For purposes of this section, the terms mechanics and laborers are further defined in 29 CFR 5.2(m) and include watchmen and guards.

Note: The Act applies to construction contracts and, in some circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than $100,000. These non-construction applications do not generally apply to transit procurements such as rail cars and buses deemed "commercial products" under 40 U.S.C. 3707.

Flow Down Requirements: Flows Down to Contractor and its Subcontractors at all tiers.

Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for employees including, without limitation, the Contract Work Hours Safety Standards Act, 40 U.S.C. 3701 -3708, as supplemented by the U.S. Department of Labor (DOL) regulations at 29 CFR Part 5; Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with Federal Assistance provided through the FTA involving commerce, and as the Federal Government otherwise determines applicable; and U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR Part 1904; "Occupational Safety and Health Standards," 29 CFR Part 1910; and "Safety and Health Regulations for Construction," 29 CFR Part 1926.

Contractor agrees to the following clauses set forth at 29 CFR 5.5(b) which are by reference below incorporated in full in the Contract:

1) **Overtime requirements**. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1½) the basic rate of pay for all hours worked in excess of forty (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 paragraph (a) of this section, Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and such Subcontractor(s) shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of ten dollars ($10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

3) **Withholding for unpaid wages and liquidated damages**. County shall upon its own action or upon written request of an authorized representative of the DOL 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 and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

4) **Subcontracts**. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (3) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for

compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (3) of this section.

TRANSIT OPERATIONS

20. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS

Applicability to Contracts: Applies to the Contract if it is for transit operations performed by employees of a contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow Down Requirements: Flows Down to Contractor and its Subcontractors at all tiers.

Contractor agrees to comply with the applicable transit employee protective requirements, as follows:

General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, Contractor agrees to carry out the transit operations work under the Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under the Contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. Department of Labor (DOL) guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the DOL to FTA applicable to County's project from which Federal Assistance is provided to support work under the Contract. Contractor agrees to carry out that work in compliance with the conditions stated in that DOL letter. The requirements of this Section titled "General Transit Employee Protective Requirements" do not apply to any Contract financed with Federal Assistance provided by FTA for projects for (1) elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or (2) nonurbanized areas authorized by 49 U.S.C. § 5311.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities. If the Contract involves transit operations financed in whole or in part with Federal Assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the DOL's letter of certification to FTA, the date of which is set forth in the Grant Contract or Cooperative Contract with the state. Contractor agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that DOL letter.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas. If the Contract involves transit operations financed in whole or in part with Federal Assistance authorized by 49 U.S.C. § 5311, Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by DOL or any revision thereto.

Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal Assistance provided by FTA.

21. CHARTER BUS REQUIREMENTS

Applicability to Contracts: Applies to the Contract if it is a contract for operating public transportation service.

Flow Down Requirements: Flows Down from County to first tier service contractors.

Contractor agrees to comply with 49 U.S.C. § 5323(d) and (r) and 49 CFR Part 604 (Charter Service Regulations), which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, "Charter Service Regulations," 49 CFR Part 604, any other federal charter service regulations, federal requirements, or Federal Guidance.

Contractor agrees that if it engages in a pattern of violations of Charter Service Regulations, FTA may require corrective measures or impose remedies on Contractor. These corrective measures and remedies may include:

(1) Barring Contractor or any Subcontractor operating public transportation under its award that has provided prohibited charter service from receiving Federal Assistance from FTA;

(2) Withholding an amount of Federal Assistance as provided by Appendix D to Part 604 of the Charter Service Regulations; or

(3) Any other appropriate remedy that may apply.

Contractor should also include the substance of the above clauses in each subcontract that may involve operating public transportation services.

22. SCHOOL BUS REQUIREMENTS

Applicability to Contracts: Applies to the Contract if it is a contract for operating public transportation service.

Flow Down Requirements: Flows Down from County to first tier service contractors.

Contractor agrees that it will not engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, "School Bus Operations," 49 CFR Part 605, and any other applicable federal "School Bus Operations" laws, regulations, requirements, or applicable Federal Guidance. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

If Contractor or County has operated school bus services in violation of FTA's School Bus laws, regulations, or requirements, FTA may require County or Contractor to take such remedial measures as FTA considers appropriate, or bar County or Contractor from receiving Federal Assistance.

23. DRUG AND ALCOHOL TESTING

Applicability to Contracts: Third-party contractors who perform *safety-sensitive functions* must comply with FTA's substance abuse management program under 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 CFR 655.4, *Safety-sensitive function* include the following duties, when performed by employees of, operators or contractors: (1) operating a revenue service vehicle, including when not in revenue service; (2) operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License; (3) controlling dispatch or movement of a revenue service vehicle; (4) maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service but does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services; and (5) carrying a firearm for security purposes.

Additionally, contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

Flow down Requirements: Flows Down to Contractor and its Subcontractors at every tier who perform a safety-sensitive function for County, with certain exceptions for contracts involving maintenance services.

Contractor agrees to participate in County's Transportation Department drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Subt. B, Ch. VI, Pt 655 (Part 655), produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the U.S. DOT or its operating administrations, the State Oversight Agency, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under Part 655 and review the testing process.

Contractor shall include in any subcontract or agreement with Subcontractors, a similar requirement subject to review and approval by County's Contract Administrator.

Contractor further agrees to certify, prior to the commencement of services and annually thereafter, compliance with current FTA regulations, and to submit the Management Information System (MIS) reports before March 15 to County's Director of the Transportation Department (a model form for certifying compliance is the Drug and Alcohol Testing Program Compliance Certification). To certify annual compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for FTA Grants and Cooperative Contracts," which is published annually in the Federal Register.

24. SAFE OPERATION OF MOTOR VEHICLES

Applicability to Contracts: Applies to the Contract if it exceeds the Simplified Acquisition Threshold.

Flow Down Requirements: Flows Down to Contractor and its Subcontractors at every tier.

Seat Belt Use. Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

(2) Including a "Seat Belt Use" provision in each third-party agreement related to the Award.

Distracted Driving, Including Text Messaging While Driving. Contractor agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) the following U.S. DOT Special Provision pertaining to Distracted Driving:

i. *Safety*. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with Contractor, or when performing any work for or on behalf of County under the Contract;

ii. *Recipient Size*. Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

iii. *Extension of Provision*. Contractor agrees to include (i) – (ii) above in its third-party agreements with Subcontractors and encourage its Subcontractors to comply with this Special Provision, and include this Special Provision in each third-party sub-agreement at each tier supported with Federal Assistance.

TRANSPORT OF PROPERTY OR PERSONS

25. FLY AMERICA

Applicability to Contracts: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.

Flow Down Requirements: Flows Down from County to Contractor, who is responsible for ensuring that lower tier Subcontractors comply.

Contractor agrees to comply with the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118 (the "Fly America Act"), and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 CFR §§ 301-10.131 – 301-10.143 which require the use of U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. 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 agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

26. CARGO PREFERENCE

Applicability to Contracts: These cargo preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Flow Down Requirements: Flows Down to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels

Contractor shall comply with the shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381 and agrees:

a) to use privately-owned United States-Flag commercial vessels to ship at least fifty percent (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 Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the County (through Contractor in the case of a Subcontractor's bill of lading); and

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

PLANNING, RESEARCH, DEVELOPMENT, & DEMONSTRATION PROJECTS

27. PATENT AND RIGHTS IN DATA

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to projects involving Federal Assistance to support the costs of a research, development, demonstration, or a special studies project. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow Down Requirements: Flows Down to Contractor and its agreements with Subcontractors at every tier covered under 37 U.S.C. § 401.2.

(a) General. Contractor agrees that:

(1) Depending on the nature of the Contract, the Federal Government may acquire patent rights when County, Contractor, or its Subcontractors produce a patented or patentable invention, improvement, or discovery;

(2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with Federal Assistance provided through the Contract; or

(3) When a patent is issued or patented information becomes available as described in (2) above, Contractor will notify County immediately (and County will then notify the FTA) and provide a detailed report satisfactory to County and the FTA.

(b) Federal Rights. Contractor agrees that:

(1) Its rights and responsibilities and each Subcontractor's rights and responsibilities in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and

(2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Contractor or Subcontractor as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, Contractor and its Subcontractors shall transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200, et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) *License Fees and Royalties*. Consistent with the applicable U.S. DOT Common Rules, Contractor agrees that license fees and royalties for patents, patent applications, and inventions produced with Federal Assistance provided through the FTA Master Agreement are program income and must be used in compliance with applicable federal requirements.

(c) Rights in Data and Copyrights.

(1) *Definition of "Subject Data."* As used in this section, "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the FTA Master Agreement. Examples of subject data include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the FTA Master Agreement.

(2) *General Federal Restrictions.* The following restrictions apply to all subject data first produced in the performance of the FTA Master Agreement:

(i) *Prohibitions*. Contractor may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.

(ii) *Exceptions*. The prohibitions do not apply to publications or reproductions for County's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.

(3) *Federal Rights in Data and Copyrights.* Contractor agrees that:

(i) *General*. It must provide a license to its subject data to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes; and

(ii) *U.S. DOT Public Access Plan – Copyright License*. Contractor grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or

partially by this funding agreement. Contractor herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.

(4) *Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs.* In general, FTA's purpose in providing Federal Assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to County and its third-party contractors. Therefore, Contractor agrees that:

(i) *Publicly Available Report*. When an Award providing federal assistance for any of the programs described above is completed, Contractor shall assist County, if requested, to provide the FTA with a report that FTA may publish or make available for publication on the Internet.

(ii) *Other Reports*. Contractor shall provide to County other reports related to the Contract that FTA may request.

(iii) *Availability of Subject Data*. FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third-Party Participant at any tier, except as the Federal Government determines otherwise in writing.

(iv) *Identification of Information*. Contractor shall identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.

(v) *Incomplete*. If the Contract is not completed for any reason whatsoever, all data developed with Federal Assistance for the Contract becomes subject data and must be delivered as the Federal Government may direct.

(vi) *Exception*. This section does not apply to an adaptation of any automatic data processing equipment or program that is both for County's use and acquired with FTA capital program assistance.

(d) License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, Contractor agrees that license fees and royalties for patents, patent applications, and inventions produced with Federal Assistance are program income and must be used in compliance with federal applicable requirements.

(e) Hold Harmless. Upon request by the Federal Government, Contractor agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless County and the Federal Government against any liability, including costs and expenses of County and the Federal Government, and their officers, employees, and agents acting within the scope of their official duties. Contractor will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees, or agents, or if indemnification is prohibited or limited by applicable state law.

(f) Restrictions on Access to Patent Rights. Nothing in this section pertaining to rights in data either implies a license to the Federal Government under any patent or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

(g) Data Developed Without Federal Assistance or Support. Contractor agrees that in certain circumstances it may need to provide to FTA data developed without any Federal Assistance or support. Nevertheless, this section generally does not apply to data developed without Federal Assistance, even though that data may have been used in connection with the Contract. The Recipient agrees that the Federal Government will not be able to protect data developed without Federal Assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."

(h) Requirements to Release Data. Contractor understands and agrees that the Federal Government may be required to release data and information that Contractor or County submits to the Federal Government as required under:

(1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552;

(2) The U.S. DOT Common Rules;

(3) The U.S. DOT Public Access Plan, which provides that County agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information can be found at http://ntl.bts.gov/publicaccess/howtocomply.html; or

(4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Contract, the accompanying FTA Master Agreement, and any Amendments thereto.

28. PRIVACY ACT

Applicability to Contracts: The Federal Privacy Act requirements apply to all contracts.

Flow Down Requirements*:* Flows Down to Contractor and its Subcontractors at every tier.

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

Contractor agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government.

Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the 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. 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.

MISCELLANEOUS SPECIAL REQUIREMENTS

29. BUS TESTING

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Flow Down Requirements: There are no Flow Down requirements for Bus Testing.

If this Contract pertains to the acquisition of rolling stock/turnkey, Contractor manufacturer agrees to certify, prior to commencement of services under this Contract, to comply with 49 U.S.C. A5323(c) and FTA's implementing regulations at 49 CFR Part 665, in substantially the form **Bus Testing Compliance Certification,** and shall perform the following:

(a) 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 County at a point in the procurement process specified by County which will be prior to County's final acceptance of the first vehicle.

(b) A manufacturer who releases a report under paragraph a) above shall provide notice to the operator of the testing facility that the report is available to the public.

(c) 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 County prior to recipient's final acceptance of the first vehicle. If the 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.

(d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 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.

30. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Flow Down Requirements: There are no Flow Down requirements.

Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following:

(a) 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 which lists: 1) component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer of the parts, their country of origin and costs; and 2) 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.

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

(c) 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 contracted buses will not be subject to FMVSS regulations.

31. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

If this Contract involves the procurement of transit vehicles, Contractor agrees that each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle manufacturer procurements, must submit a certification, in substantially the form of the Transit Vehicle Manufacturer Certification of Compliance, that it has complied with FTA's DBE requirements at 49 CFR Part 26, including any amendments thereto. Only those TVMs listed on FTA's certified list of TVMs, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

32. ADDITIONAL ENVIRONMENTAL PROTECTIONS

Applicability to Contracts: Applicable to all contracts as provided under applicable federal, state, and local laws and regulations.

Flow down Requirements: Flows Down to Subcontractors at every tier as provided under applicable federal, state, and local laws and regulations.

General. Contractor agrees to, and assures that its Subcontracts will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable

guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance including without limitation the following:

i. Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;

ii. The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;

iii. Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;

iv. Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247);

v. Other federal environmental protection laws, regulations, and requirements applicable to County, County's Federal Assistance, or the Contract;

vi. Federal Guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:

(a) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision-making in Environmental Reviews," January 14, 2013;

(b) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and

(c) Other federal environmental guidance applicable to County, County's Federal Assistance, or the Contract.

vii. U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

Historic Preservation. Contractor agrees to, and assures that is Subcontractors will:

i. Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.

ii. Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.

iii. Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.

iv. Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 CFR Part 800.

v. Comply with federal requirements and follow Federal Guidance to avoid or mitigate adverse effects on historic properties.

Indian Sacred Sites. Contractor agrees to, and assures that its Subcontractors will, facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).

Energy Conservation. Contractor agrees to, and assures that its Subcontractors will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with Federal Assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C.

Recycled Products. The Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962, requires governmental recipients to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. EPA guidelines, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247, requires contracts of $10,000 or more specify a competitive preference for products containing recycled materials identified in those EPA guidelines. For information about EPA's recovered materials advisory notices, see EPA's Web site: **http://www.epa.gov/cpg/backgrnd.htm**

33. NATIONAL ITS ARCHITECTURE

Applicability to Contracts: Applicable to all contracts as provided under applicable federal, state, and local laws and regulations.

Flow Down Requirements: Flows Down to Subcontractors at every tier as provided under applicable federal, state, and local laws and regulations.

If this Contract involves an Intelligent Transportation System (ITS) project, Contractor agrees to conform to the National Intelligent Transportation Systems Architecture and Standards requirements of 23 U.S.C. Section 517(d) and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, to any subsequent implementing directives, and all other applicable Federal Guidance, except to the extent FTA determines otherwise in writing.

The National ITS Architecture Policy Requirements include, without limitation, the following:

a) ITS projects funded by the Highway Trust Fund and the Mass Transit Account must conform to a regional ITS Architecture once it is adopted;

b) Prior to the adoption of a regional ITS architecture, "Major ITS Projects" must include the development of a project level architecture;

c) All ITS Projects must be based upon a Systems Engineering Analysis and use U.S. DOT adopted ITS standards as appropriate;

d) Regional ITS architecture development must be consistent with the area's transportation planning process (Long Range Plan and Transportation Improvement Program); and

e) FTA grantees will self-certify compliance. No specific documentation is defined; however, each grantee (area) must be able to demonstrate compliance and provide for maintenance and updating of the architecture as needed.

In order to more fully understand the implications of the above requirements Contractor, should read and find out more about the policy at: https://www.its.dot.gov/index.htm and at https://local.iteris.com/arc-it/.

34. ACCESS FOR INDIVIDUALS WITH DISABILITIES

Applicability to Contracts: Applicable to all contracts as provided under applicable federal, state, and local laws and regulations.

Flow Down Requirements: Flows Down to Subcontractors at every tier as provided under applicable federal, state, and local laws and regulations.

Contractor agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access.

Contractor also agrees to comply with all applicable provisions of 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 programs or activities receiving Federal Assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et. seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.

In addition, Contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto and agrees to follow applicable Federal implementing directives. Among these regulations and directives are: U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F. R. Part 37; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36; U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR

Subpart 101-19; U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 CFR Part 1630; U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

35. VETERANS EMPLOYMENT

Applicability to Contracts: Applicable to all contracts as provided under applicable federal, state, and local laws and regulations.

Flow Down Requirements: Flows Down to Subcontractors at every tier as provided under applicable federal, state, and local laws and regulations.

If this purchase order or Contract involves a capital project, Contractor agrees that it and its Subcontractors shall comply with 49 U.S.C. § 5325(K) and to the extent practicable, Contractor and its Subcontractors:

(1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a Third-Party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53; and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

36. PROTECTION OF SENSITIVE SECURITY AND OTHER SENSITIVE INFORMATION

Applicability to Contracts: Applicable to all contracts as provided under applicable federal, state, and local laws and regulations.

Flow Down Requirements: Flows Down to Subcontractors at every tier as provided under applicable federal, state, and local laws and regulations.

To the extent applicable, Contractor agrees to comply with the following requirements for the protection of sensitive security information:

(a) The Homeland Security Act, as amended, specifically 49 U.S.C. § 40119(b), and U.S. DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15;

(b) The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520;

(c) U.S. DOT Common Rules, which require Federal Assistance recipients to implement, and to require their subrecipients, if any, to implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or passthrough entity designates as sensitive; and

(d) National Archives and Records Administration regulations, "Controlled Unclassified Information," 32 CFR Part 2002.

37. FREEDOM OF INFORMATION ACT

Applicability to Contracts: Contractor agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.

Flow Down Requirements: Flows Down to Subcontractors at every tier as provided under applicable federal, state, and local laws and regulations.

A. Records. Contractor agrees that all materials submitted to FTA that are related to the FTA Master Agreement have or will become federal agency records and are or will be subject to FOIA and to public release through individual FOIA requests unless FTA determines that a valid exemption under FOIA or another statute applies.

B. Confidentiality. President Obama's "Memorandum for the Heads of Executive Departments and Agencies on the Freedom of Information Act," dated January 21, 2009, directs federal agencies to adopt a presumption that information should generally be disclosed when requested, and therefore Contractor agrees that:

(1) Unless a federal law or regulation requires that a document or other information be withheld, FTA does not consent to withhold information, irrespective of its format, merely because it is accompanied by a "routine" confidentiality statement that may appear on:

(a) Information about the Contract, the FTA Master Agreement, and any Amendments thereto;

(b) Information accompanying or supplementing the Contract, the FTA Master Agreement, and any Amendments thereto; or

(c) Any other information FTA may obtain.

(2) As provided in federal laws, regulations, requirements, and guidance, FTA will review the information and documents that are the subject of each FOIA request to determine the extent to which FTA must or should exercise its discretion to withhold that information or those documents.

(3) Any genuinely confidential, privileged, or sensitive security information will be marked clearly and specifically as confidential or privileged, and justified as confidential or privileged under FOIA standards. Contractor shall mark all sensitive

security information (SSI), as defined by 49 CFR 15.5, as set forth in 49 CFR 1520.13. Contractor shall not mark non-SSI material as SSI. Also refer to Section 36 of this Agreement, regarding the protection of SSI and other sensitive information.

V. DEFINITIONS

"**Board**" means the Board of County Commissioners of Broward County, Florida.

"**Contract**" means the agreement between Contractor and County, including, as applicable, any Third Party Contract, solicitation, response to the solicitation, purchase order, bidding information and requirements, contract award notification, special conditions or requirements, contractual obligations, this FTA Funding Supplement, and any binding agreement or document regardless of its title, for or related to the procurement, disposal, or provision of supplies, services, or work awarded by County or the Award, including any subsequent amendments.

"**Contractor**" means the person(s), firm, or corporation, or business entity that enters into the Contract with County.

"**Federal Assistance"** has the same meaning as in the FTA Master Agreement.

"**Federal Government**" means the United States of America and any of its executive departments or agencies.

"**Federal Guidance**" has the same meaning as in the FTA Master Agreement.

"**Flow Down**" means the applicability of a provision or requirement from Contractor down to lower tier Subcontractors, without regard to the value of the relevant sub-agreement(s).

"**FTA Funding Supplement**" means this FTA Funding Supplement for Broward County Contracts, as amended and updated from time to time.

"**FTA Master Agreement**" means the United States of America Department of Transportation Federal Transit Administration Master Agreement, as it may be amended, supplemented, restated or superseded from time to time, that sets forth the standard terms and conditions that apply to projects financed with federal funds awards, the terms and conditions of which are incorporated herein by reference.

"**Subcontractor**" means a person, firm, or corporation, or combination thereof, that enters into a Third Party Subcontract or otherwise has a direct contract with Contractor for all or any portion of the work described in the Contract or who furnishes material worked into a special design according to the plans and specifications for such work described in the Contract, but not those who merely furnish materials or services incorporated into the project or used or consumed in the performance of the work and not included into the plans and specifications provided for in the Contract.

"**Standard Terms and Conditions"** means all terms and conditions applicable to the Contract and required by U.S. DOT and the Federal Government including, without limitation, the terms and conditions provided in the FTA Master Agreement; 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third-Party Contracting Guidance"; Appendix A to FTA's "Best Practices Procurement Manual"; federal transit laws, 49 U.S.C. Chapter 53, as amended; Title 23, United States Code (Highways); other laws and regulations governing procurement activities for Broward County programs and projects; all other applicable Federal Guidance; and other federal legislation that FTA administers, as FTA so determines.

EXHIBIT E:
CERTIFICATE OF INSURANCE REQUIREMENTS

MINIMUM INSURANCE REQUIREMENTS

Project: **Participating Addendum to Jacksonville Transportation Authority Contract No. P-23-030 for Purchase of Heavy-Duty Buses**
Agency: **Transportation Department**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☑ Commercial General Liability ☑ Premises–Operations ☐ XCU Explosion/Collapse/Underground ☑ Products/Completed Operations Hazard ☑ Contractual Insurance ☑ Broad Form Property Damage ☑ Independent Contractors ☑ Personal Injury **Per Occurrence or Claims-Made:** ☑ Per Occurrence ☐ Claims-Made **Gen'l Aggregate Limit Applies per:** ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	**$1,000,000**	**$2,000,000**
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☑ Comprehensive Form ☑ Owned ☑ Hired ☑ Non-owned ☑ Any Auto, If applicable *Note: May be waived if no driving will be done in performance of services/project.*	☑	☑	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	**$1,000,000**	
☑ **EXCESS LIABILITY / UMBRELLA** **Per Occurrence or Claims-Made:** ☑ Per Occurrence ☐ Claims-Made ***Note: May be used to supplement minimum liability coverage requirements.***	☑	☑		**$5,000,000**	**$5,000,000**
☑ **WORKER'S COMPENSATION** *Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.*	N/A	☑	Each Accident	**STATUTORY LIMITS**	
☑ **EMPLOYER'S LIABILITY**			Each Accident	**$500,000**	
☐ **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**	N/A		Each Claim / Occurrence:		

Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by COLLEEN POUNALL
Date: 2025.08.25 15:26:13 -04'00'

Risk Management Division

Participating Addendum - New Flyer_4.13.2026 (FINAL)

Final Audit Report 2026-04-14

Created:	2026-04-13
By:	Brock Wright (brock_wright@newflyer.com)
Status:	Signed
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"Participating Addendum - New Flyer_4.13.2026 (FINAL)" History

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