

# Tuscaloosa County Parking and Transit Authority

## Request For Proposals Low Floor Heavy Duty Transit Buses

Request for Proposal #: 21-2016-PATA-1

Issue Date: **Thursday, January 21, 2016**

Pre-Proposal Teleconference Date and Time: Not scheduled at this time

Pre-Proposal Conference Date: Not scheduled at this time

Deadline for Questions Date: Monday, **February 29, 2016**  
@ 5:00PM CST  
All Questions Submitted To:  
[rlawrence@tuscaloosa.com](mailto:rlawrence@tuscaloosa.com)

RFP Closing Date: Monday, **March 21, 2016** @ 2:00 PM CST

Procurement Services Contact: Russell Lawrence, Executive Director  
[rlawrence@tuscaloosa.com](mailto:rlawrence@tuscaloosa.com)  
Tuscaloosa Transit Authority  
601 23<sup>rd</sup> Ave, Tuscaloosa, AL 35401

TCPTA Internet Site: **[www.tuscaloosatransit.com](http://www.tuscaloosatransit.com)**

RFP E-Documents: N/A

Proposal Copies to be Submitted: 1 Original and 2 Copies

TCPTA File Reference: Low Floor Heavy Duty Transit Bus 2016

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**SECTION 1. INTRODUCTION**

Tuscaloosa County Parking and Transit Authority hereby gives notice it is requesting sealed proposals for the goods and/or services described in Appendix A of this RFP. Tuscaloosa County Parking and Transit Authority (**hereafter referred to as TCPTA**) intends to award a contract to the successful Proposer(s) who the agency determines will best meet TCPTA's objectives as described herein.

The major objectives of this RFP are as follows:

- Describe the goods and/or services desired by TCPTA.
- Describe the Proposal and TCPTA contract terms and conditions.
- Provide Proposers with instructions for responding to this RFP.

**1.1 DEFINITIONS**

In addition to other terms that may be defined herein, certain terms and abbreviations are defined as follows:

TCPTA	Tuscaloosa County Parking and Transit Authority, Alabama
CONTRACT	The agreement between TCPTA and the Proposer chosen by TCPTA pursuant to this RFP, which shall include this RFP and the Proposal.
CONTRACTOR	The party with whom TCPTA will execute the Contract.
PROPOSAL	The response to this RFP submitted by a Proposer.
PROPOSER	A person or entity submitting a response to this RFP.
RFP	This request for Proposal, all addenda, and appendices.
RFP E-DOCUMENTS	The documents referenced by this name on the cover of the RFP.

**1.2 CONTACT INFORMATION**

All questions regarding this RFP must be directed in writing to the contact provided on the cover of this RFP.

**1.3 SCHEDULE**

The sequence of events related to this RFP are as follows:

- A. Pre-Proposal Conference: A Pre-Proposal Teleconference or Conference, as TCPTA deems necessary, will be held at the date and time specified on the cover of this RFP, at which time TCPTA representatives will discuss the requirements of the RFP and answer any questions regarding the RFP. TCPTA will issue a notification by addenda of the Tele-conference call-in number and password on the day of the conference. Any Conferences will be held in TCPTA's Intermodal Facility Conference Room located on the 1st floor of the IMF Building, 601 23rd Avenue -Tuscaloosa, AL 35401.
- B. Deadline for Questions: All questions must be received in writing not later than the deadline for questions date noted on the cover of this RFP.

- C. RFP Closing Date: Proposals are due no later than 2:00pm Central time on the proposal closing date noted on the cover of this RFP.
- D. Proposer Teleconference/Presentation/Demonstration: To possibly be held as described herein on the date noted on the cover of this RFP.
- E. Proposal Selection: Within ninety (90) days of proposal closing date, unless extended by TCPTA.
- F. Proposal Negotiation: To Be Announced.
- G. Contract Award: Successful Proposer(s) will be notified of the date the award will be submitted to TCPTA Board of Directors for their approval. TCPTA will notify Proposer(s) about the need to execute contract documents and provide other required documents as required.
- H. Award Notification: TCPTA will provide final notification of award and/or notification to proceed when all TCPTA requirements have been met.

## **SECTION 2. GENERAL TERMS & CONDITIONS**

It is the intent of TCPTA, through this RFP to establish to the greatest extent possible complete clarity regarding the obligations of all parties to be incorporated in the Contract. Before submitting a proposal, Proposer should become familiar with all requirements of this RFP and the conditions and requirements under which the Contract obligations must be fulfilled.

### **2.1 INTERPRETATIONS**

TCPTA will not be responsible for the Proposer's misunderstanding of the scope of work or any terms and conditions of the Contract. TCPTA will not be responsible for oral interpretations of this RFP. Proposer's questions and/or comments concerning lack of clarity, defects and questionable or objectionable material in the RFP must be submitted in writing to and received by the contact provided on the cover of this RFP not later than the deadline for questions date noted on the cover of this RFP. Questions shall specify the Section(s), paragraph(s), and page number(s) to which the question refers.

### **2.2 ADDENDA**

TCPTA may issue addenda to this RFP to provide additional information or clarifications. TCPTA will not be responsible for a Proposer's failure to acquire any addenda issued. TCPTA will issue notifications of addenda issued via TCPTA Website – [www.tuscaloosatransit.com](http://www.tuscaloosatransit.com) and Proposer's who have downloaded this RFP will be notified of any addenda by email. It is the Proposer's responsibility, however, to periodically check TCPTA's Website for addenda issued. All Proposers will be responsible for downloading any addenda at [www.tuscaloosatransit.com](http://www.tuscaloosatransit.com)

### **2.3 PRE-PROPOSAL CONFERENCES & QUESTIONS**

A Pre-Proposal Conference may be scheduled to review and answer any pertinent questions concerning the proposal and the specifications. Any questions or requests for clarification must be addressed at a Pre-Proposal Conference, if scheduled, or submitted in writing not later than the deadline for questions noted on the cover of this RFP.

### **2.4 PRICE REDUCTIONS**

If at any time after the date of the contract award, the Proposer makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period or until the price is further reduced. Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, an occasional sale at a lower price or sale of distressed merchandise would not be considered a general price reduction.

### **2.5 Bid Bond**

**An original Bid Bond is not required as specified in Appendix D.** Any proposal submitted without an original Bid Bond, when required, will not be considered. Such

Bid Bond shall be an original document in the form of a firm commitment, such as Bid Bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. A company check is not an acceptable Bid Bond. Bid Bonds shall be retained by TCPTA until such time as a contract is executed; a purchase order is issued, or in some cases, materials and/or equipment is received, if a Performance Bond is not required.

## **2.6 LOCAL PREFERENCE**

In accordance with Alabama State Law, TCPTA may choose to utilize a local preference for items of personal property only. In the event a Proposal is received for an item of personal property from a Proposer deemed to be a responsible Proposer, having a place of business within the Tuscaloosa City limits and the Proposer's price is no more than three percent (3%) greater than the price of the lowest responsible Proposer located outside TCPTA limits, TCPTA may award the Contract to the local responsible proposer. The local preference is not applicable if the procurement in question is funded with a federal grant.

## **2.7 PROPOSAL AWARDS**

TCPTA reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps decreed necessary and in the best interest of TCPTA. TCPTA reserves the right to make an award in whole or part to one or more proposers whenever deemed necessary and in the best interest of TCPTA.

The award will be made to the responsive and responsible proposer providing the best value to TCPTA, based on the agency's sole discretion in making this determination. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. In the event only one proposer responds to a request for proposal, TCPTA may reject the proposal and negotiate the purchase or contract, providing the negotiated price is lower than the proposal price.

Written notification of award will be mailed the successful proposer upon approval of the TCPTA's Board of Directors. All other proposers will also be notified by mail and Bid Bonds, if applicable, will be returned at that time. Orders will be placed by issuance of a purchase order against the contract which serves as the contractor's authorization. Delivery instructions will be noted on the purchase order as well as billing instructions.

## **2.8 INVOICING TCPTA**

Invoices submitted pursuant to this RFP must include:

- 1) Name and remittance address of Proposer.
- 2) Invoice Date
- 3) Invoice Number

- 4) RFP Number
- 5) TCPTA Purchase Order Number
- 6) Contact information of the person to be notified in the event of a discrepancy in the invoice.

## **2.9 PAYMENT TERMS**

TCPTA will render payment to the successful Proposer(s) by check on a net 30-day basis after receipt of an invoice that has been submitted as required in this RFP, unless TCPTA authorizes alternative terms in the Contract.

## **2.10 NON-APPROPRIATION**

As required by State of Alabama law, TCPTA assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

## **2.11 SPECIFICATIONS**

The specifications are provided to potential proposers as guidelines that describe the type and quality of commodity or service TCPTA is seeking to procure. The proposer must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the proposal.

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the proposer to the specified brand, make, manufacturer, or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by TCPTA. Proposer shall incur all cost involved in obtaining an Independent Laboratory Test if TCPTA deems necessary.

It will be assumed that all proposals are based upon the specifications unless the proposer stipulates to the contrary in the Proposal, in which case, the Proposer shall point out in detail any and all deviations from the specifications. Proposers having items that do not meet the specifications may offer the same on an optional basis. Minor exceptions from the specifications may be considered if they do not alter the performance for the intended purpose. TCPTA reserves the right to request a demonstration of any and all items proposed before making the award.

All items proposed will be inspected by a representative of TCPTA upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.

## **2.12 NEW EQUIPMENT**

All manufactured commodities shall be new, latest model unless otherwise stipulated. The proposer shall guarantee that commodities submitted for their proposal shall be new, and of the latest and most improved model of the current production, and shall be of first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Equipment shall not have been operated for any purpose

other than routine operational testing. Demonstrators will not be accepted unless specifically requested.

**2.13 WARRANTY**

The proposer shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the Proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.

**2.14 CONTRACT TERM**

In accordance with the Alabama Competitive Bid Law, as amended, TCPTA may enter into multi-year leases, purchase, and lease-purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed Five (5) years with the following provisions:

- A. Contracts shall terminate without further obligation on the part of the TCPTA except as set forth in the contract as permitted by this Act at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided in this section;
- B. Contracts may provide for automatic renewal unless positive action is taken by TCPTA to terminate such contract, and the nature of such action shall be determined by TCPTA and specified in the contract.

**2.15 CONTRACT ASSIGNMENT AND SUBLETTING**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation without the previous written consent of TCPTA. If the contractor desires to assign his or her right to payment of the contract, the contractor shall notify TCPTA immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the contractor of his or her obligations or change the terms of the contract.

**2.16 INSURANCE REQUIREMENTS**

Contractor must maintain insurance as described in Appendix D, which shall be incorporated into the Contract, for which proof of insurance shall be required.

**2.17 HOLD HARMLESS**

The successful proposer agrees to defend, indemnify, and hold TCPTA harmless from any and all causes of action or claims of damages arising out of or related to proposer's performance.

**2.18 ORDER OF PRECEDENCE**

Any expressed terms or conditions made in this RFP shall supersede any provisions outlined herein the General Terms & Conditions.

**2.19 ALABAMA IMMIGRATION LAW**

Proposer must agree to comply with Alabama Immigration Law - see Appendix H, Section 3.3; and complete Appendix J.



## **2.20 EQUAL OPPORTUNITY**

TCPTA has an Equal Opportunity Purchasing Policy and encourages utilization of minority and women-owned business enterprises in its procurement activities. TCPTA provides equal opportunities for all businesses and does not discriminate against any Proposer regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

## **2.21 ADA**

The vendor/Proposer/contractor agrees to comply fully with the Americans with Disabilities Act and will indemnify and hold harmless TCPTA from all costs, including but not limited to damages as well as attorney's fees and staff time, in any action or proceeding brought alleging a violation of the American with Disabilities Act.

## **2.22 RIGHT TO INSPECT**

At reasonable times, TCPTA may inspect those areas of the Proposer's place of business that are related to the performance of a contract. If TCPTA makes such an inspection, the Proposer must provide reasonable assistance. TCPTA reserves the right on demand and without notice to inspect all of the Proposer's files associated with a subsequent contract where payments are based on Proposer's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the contract; and, subcontractors, at any tier, may be required to provide access to records as provided in 49 U.S.C. § 5325(g), if required by federal regulations that may pertain the Contract.

## **2.23 ETHICS, COMPLIANCE AND OTHER MATTERS**

For purposes of this Section, Proposer includes Proposer's parent company (ies), subsidiary (ies), and affiliate(s). In Appendix H, Section 3.4, Proposer must acknowledge:

- 1) Proposer is fully qualified to provide the requested goods and services to TCPTA.
- 2) Proposer is properly established, licensed and authorized to do business in the State of Alabama and TCPTA, or will be prior to commencement of performance under the Contract. Proposer shall provide evidence of such licenses to TCPTA upon request.
- 3) This Proposal is true, accurate and complete.
- 4) This Proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation.
- 5) Proposer has not directly or indirectly induced or solicited any other Proposer to this RFP to submit a false or sham Proposal.
- 6) Proposer has not sought by collusion to obtain for themselves any advantage over any other Proposer to this RFP or over TCPTA.
- 7) Except as disclosed in Proposal, Proposer:
  - i) Has not, in the past three (3) years made contributions to elected City officials or candidates for City offices;
  - ii) Is not subject to pending, contemplated or ongoing administrative or judicial proceedings material to Proposer's business, finances or

- products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Proposer;
- iii) Has not had an agreement canceled or terminated due, in whole or in part, to the fault of Proposer, or a default or breach of contract on the part of the Proposer (the details of which shall be disclosed in Proposal);
  - iv) Has not had a bond or surety canceled or forfeited (the details of which shall be disclosed in Proposal); and,
  - v) Has not been adjudged bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13) (the details of which shall be disclosed in Proposal).
- 8) Neither the Proposer nor any individuals who will fulfill Contract requirements has a possible conflict of interest with TCPTA, except as disclosed in writing in the Proposal; that TCPTA reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculations to the objectivity of the goods and services to be provided by Proposer; and that TCPTA's determination regarding any questions of conflict of interest shall be final.
- 9) Proposer is not indebted to TCPTA, and will not at any time during the term of the Contract (including any extensions or renewals thereof) be indebted to TCPTA, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to TCPTA has been established. In addition to any other rights or remedies available to TCPTA at law or in equity, Proposer acknowledges that upon any breach or failure to conform to such certification, TCPTA shall have the right to, and may, at the option of TCPTA, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to TCPTA's satisfaction within a reasonable time frame as specified by TCPTA in writing, this will offset any such indebtedness against said payments and/or terminate the Contract for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).
- 10) Code of Ala. 1975 §36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code of Ala. 1975 §36-25-11.

## **2.24 GOVERNING LAW**

All contracts entered into as a result of this solicitation shall be governed by and construed in accordance with the substantive laws of the State of Alabama. Federal grants are subject to Federal laws. Federal laws, regulations, and directives may

change and the most recent changes will apply, unless otherwise determined in writing by the Federal Agency. All contractual provisions required by the Department of Transportation, as set forth in FTA Circular 4220.1F, are incorporated by reference, if applicable.

**2.25 TERMINATION**

TCPTA reserves the right to terminate, without cause, any award made as a result of the RFP by providing a thirty (30) day letter of cancellation notification to the successful Proposer. If the funding source is a Federal grant, the Federal Government reserves the right to terminate, without cause, any award made as result of this Proposal.

### **SECTION 3. PROPOSAL INSTRUCTIONS**

Proposers are required to submit the required information in accordance with the instructions in this section. A response that deviates from these instructions may be considered non-responsive and may be rejected at the discretion of TCPTA.

TCPTA intends that this RFP is accurate and complete, but recognizes that there may be some details or work requirements not expressly described herein. Therefore, Proposer is required to:

- (1) include in its Proposal all labor, supervision, materials, equipment, and tools of the trade required to meet TCPTA's objectives, and
- (2) make inquiries of TCPTA during the RFP process about the specific requirements of TCPTA, for which TCPTA may issue clarifications in the form of addenda to this RFP, as described herein.

#### **3.1 SUBMISSION OF PROPOSALS**

Complete, sealed proposals must be clearly marked with the RFP# and received by Procurement Services no later than 2:00p.m. Tuscaloosa time on the proposal closing date specified on the cover of this RFP. For the purposes of receiving Proposals, the clock located in TCPTA Transit offices at 601 – 23<sup>rd</sup> Avenue, Tuscaloosa, Alabama 35401, regulated by the National Institute for Standards and Technology (NIST), and shall be the official record of time. The number of copies specified on the RFP cover must be delivered to:

Russell Lawrence  
Executive Director  
601 – 23<sup>rd</sup> Avenue  
Tuscaloosa, AL 35401

#### **3.2 PROPOSAL PREPARATION EXPENSES**

Proposers are responsible for all expenses incurred in the development and submission of their proposals and in participating in any negotiations related to this RFP. TCPTA assumes no obligation for any expenses incurred by the Proposer as a result of the issuance of this RFP, the preparation or submission of a proposal, the evaluation of a proposal, or the selection of the successful Proposer(s).

#### **3.3 LATE PROPOSALS**

TCPTA will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal response to TCPTA's Procurement Services office by the 2:00p.m. City time on the proposal closing date specified on the cover of this RFP. Any proposal received after this date and time will not be considered.

#### **3.4 PROPOSAL OPENINGS**

All Proposal Openings are open to the public and will be held in TCPTA Administration Office Conference Room located on the first floor of the Intermodal Facility (IMF), 601 – 23<sup>rd</sup> Avenue, Tuscaloosa, Alabama 35401. TCPTA will notify Proposers of the date and time for such.

### **3.5 RESPONSIVE PROPOSALS**

Each Proposal must be submitted in accordance with the requirements of this RFP. A Proposal that is not completed or submitted as required by the RFP will be rejected as "non-responsive." Proposals may be disqualified and rejected for any of (but not limited to) the following causes:

- (1) Failure to use the proposal forms furnished by TCPTA.
- (2) Lack of signature by an authorized representative on the proposal form.
- (3) Failure to properly complete the proposal form and Proposer compliance.
- (4) Evidence of collusion among proposers.
- (5) Unauthorized alteration of the proposal form.
- (6) Failure to submit a Bid Bond, if required.
- (7) For public improvement projects only, failure to note the General Contractor's license number or a note that the bid amount is less than \$50,000.

### **3.6 RESPONSIBLE PROPOSERS**

TCPTA shall take reasonable measures to determine Proposer capability, business integrity, financial resources, and reliability in all respects to perform fully the contract requirements and insure good faith performance prior to contract award and during the term of the contract. If, during the RFP process, a Proposer does not demonstrate its ability to comply with TCPTA's requirements, to TCPTA's satisfaction and at TCPTA's sole determination, based on all information available to TCPTA, TCPTA may determine the Proposer to be "non-responsible" and may reject the Proposal.

### **3.7 RIGHT TO REJECT PROPOSALS**

TCPTA reserves the right to reject any part of any Proposal or to solicit new proposals for the same goods and services that may be the subject of this RFP, as TCPTA may deem necessary and in its best interest. Proposers must comply with all the terms of the RFP and all applicable local, state and federal laws, codes and regulations.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other proposals; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision, may be waived at the discretion of TCPTA.

### **3.8 PUBLIC RECORDS NOTICE AND CITY RIGHTS TO INFORMATION**

TCPTA is governed by the public records laws of the State of Alabama. All Proposals and information received by or that is available to TCPTA pursuant to this RFP, except copyright material, shall become the property of TCPTA. All such information, as it becomes the property of TCPTA, becomes a public record and is subject to disclosure pursuant to applicable open records laws that provide for reasonable inspection by the public. All proposal information, including detailed pricing information and proprietary technical information, will be held in confidence by TCPTA's

Transportation Division until a recommendation for contract award has been made to TCPTA Council, after which proposal information will be subject to disclosure as a public record.

At the specific written request of Proposer, TCPTA will make reasonable efforts to protect from public disclosure any information that Proposer (1) segregates from other information and (2) is clearly labeled as "proprietary," "trade secret," "confidential," or "restricted," provided that Proposer also furnishes a brief statement that describes the reasons for the requested nondisclosure.

If proprietary, confidential, trade secret or otherwise restricted information is submitted to TCPTA by Proposer as a result of this RFP or any resulting contract, then Proposer shall hold harmless and indemnify TCPTA, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, expenses, and costs, including, but not limited to, any costs related to legal defense, attorney's fees, court costs, damages, or judgments arising from or resulting from any disclosure request or disclosure by TCPTA of such information.

### **3.9 DELIVERY/COMPLETION SCHEDULE**

The delivery or completion schedule must be provided as noted in this RFP. If all items cannot be delivered on the same schedule, please note variances. (See Appendix G: Proposal Pricing Form)

### **3.10 GENERAL PROPOSAL REQUIREMENTS**

Proposals must be prepared in English and be presented on 8.5 x 11 paper, pages sequentially numbered within each tabbed section described in section 3.2, and single spaced with an easily legible font size. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color display, promotional material, etc., are not necessary. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables shall be numbered and labeled clearly. Proposal shall be typewritten or in ink; those prepared in pencil will not be accepted. All corrections shall be initialed and dated by the person authorized to sign the Proposal. All signatures on all submitted documents must be signed by officials of the corporation or company duly authorized to bind Proposer.

### **3.11 PROPOSAL FORMAT**

Proposals must be submitted with tabbed indexes separating the sections, organized in the following order:

Tab 1: Transmittal letter.

Tab 2: Proposer Information.  
Proposer must complete and submit Appendix Hand Appendix J.

Tab 3: Qualification and Experience of Proposer. See Appendix K.

Tab 4: Scope of Work. See Appendix K. If required by Appendix F, Proposer must submit forms documenting its compliance with TCPTA's required/desired performance specifications.

Tab 5: Proposer must acknowledge receipt of any addenda issued by signing the addenda and submitting in this section (see Section 2.2).

Tab 6: Additional Documentation. If applicable, Proposer shall include screen shots and sample reports from computer software applications that may be part of the proposed goods. This is intended to illustrate how a particular requirement might be met by Proposer, NOT a complete submission of all screens/reports/features.

### **3.12 PRICE PROPOSAL**

Proposer's price for the goods and services purchased by TCPTA pursuant to this RFP shall be specified in the Proposal Pricing Form, Appendix G. All tools of the trade required to meet the Contract requirements must be included in the Proposal price.

The Proposal Pricing Form must be submitted with the original Proposal, in a SEPARATE SEALED ENVELOPE clearly marked "PROPOSAL PRICING FORM". The additional copies of the Proposal requested in Section 3.2 must NOT include any copies of the Proposal Pricing Form. TCPTA will evaluate the other components of the Proposal before opening or revealing the Proposal Pricing Form.

Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. TCPTA will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Proposal.

Prices quoted to TCPTA shall remain firm for a minimum of 90 days from the date of opening of the proposal, unless so stated differently in the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. TCPTA will be protected against any increase above the price in the proposal. Any proposal containing an "Escalator Clause" will not be considered unless so stipulated in this RFP. Discounts will be considered in determining the lowest price, however, any payment term based on less than 30 days may not be considered. Discounts will be figured from the date of acceptance by TCPTA regardless of date of delivery or invoice.

### **3.13 PROPOSAL SUBMISSION CHECKLIST**

Proposers are encouraged to review Appendix C, which provides a checklist of things to consider before a Proposal is submitted to TCPTA. The checklist is for general guidance only and not intended to provide an all-inclusive list of response requirements, which Proposers must determine from this RFP.

**APPENDIX A**  
**TUSCALOOSA TRANSIT AUTHORITY**  
**SCOPE OF WORK & RELATED**  
**INFORMATION**

Tuscaloosa County Parking and Transit Authority (TCPTA) is requesting proposals for approximately 4 to 6 Low Floor Buses. This will be a multi-year procurement contract and all purchases made under this contract are dependent on funding availability. The multi-year contract shall not exceed 5 years from the date of the first contract award. TCPTA anticipates the purchase of a minimum of 1 to a maximum of 4 Low Floor Buses in each of the extended years, depending on funding availability.

This purchase is partially funded with FTA §5307 UAFP, CFDA 20.507 funds. The attached Rolling Stock Federal Compliance Items must be certified. All proposals that do not have the certifications attached will be disqualified.

**TS 1. General System Overview**

Tuscaloosa County Parking and Transit Authority (TCPTA) currently operates eleven (11) Eldorado TransMark RE high floor buses (3 are low floor) over a system of seven (7) fixed routes throughout the central areas of TCPTA. Service on most routes operates hourly from approximately 5:00 a.m. until 6:00 p.m. Monday- Friday. One Route runs every half hour connecting Downtown Tuscaloosa to the University of Alabama Campus. A total of 1,426 revenue miles are served. The average operating speed is 15 MPH. There are approximately 175 marked bus stops throughout the service area. Ridership is approximately 1,346 passengers per day, trending higher. Most public transit riders in Tuscaloosa are travelling to and from work however an almost equal number of passengers are travelling to medical appointments or to conduct other business. Many regular riders are elderly and/or persons with disabilities including a growing number of daily passengers who use a variety of different sizes and configurations of wheelchairs.

TCPTA's Maintenance Shop provides most maintenance and repairs for TCPTA's public transit fleet. Some light maintenance and repairs can be performed at the transit property in a small inspection area however most repairs are performed when the vehicle is removed from service at regular preventive maintenance intervals. A minimal fleet of spare vehicles is maintained for this purpose. In addition all public transit vehicles have MDCs for driver input and AVL functions, two-way UHF radios and four (4) to five (5) camera HD video surveillance equipment including wireless transmitters. This electronic equipment is maintained by technicians on the transit site and by an outside contractor. There are no APCs or electronic fareboxes in use at this time.

**TS 1.1 Operating Environments**

Temperature ranges in the Tuscaloosa area are commonly 90 to 105 degrees Fahrenheit during summer months and as low as 15 degrees Fahrenheit during the winter, occasionally falling below 10 at night. Relative humidity during summer months is commonly as high as 90% excluding rain. The summer heat and humidity combination poses a challenging environment for HVAC systems especially during busy passenger hours when doors are opening frequently.



Terrain in the operating area is generally hilly. There are a few steep transitions from street to street. There are a few hills that must be ascended from a complete stop and there are some traffic signals requiring a stop at the foot of a steep decline. It is common for intersections to have either asphalt or concrete drainage gutters crossing the roadway, especially at intersections, to aide in rainwater runoff. Temperature fluctuations result in damage to roadway surfaces causing rough areas and potholes that are often unavoidable along many of the transit routes.

Transit routes operate over two (2) to four (4) lane highways and or access roads as well as secondary roads and neighborhood streets. Service operates through parking areas to provide convenient access to store fronts.

## **GENERAL DESCRIPTION TS**

### **2. Critical Requirements**

TCPTA has three (3) critical requirements of the transit buses it intends to purchase as a result of this Request for Proposals. These requirements are typical of fixed route transit providers nationwide however small transit operations often lack the large in-house maintenance facilities the larger operators rely on to address small failures overnight prior to the next day's service. The purpose of this Request for Proposals is to obtain as much detailed information as possible about the low floor buses currently on the market and how each manufacturer addresses these requirements in order to determine which bus will best meet our current and longer term operational and budgetary needs.

- 1.** Safety and reliability for day to day operation in a small system fixed route environment throughout the intended life of the vehicles. The intent is to purchase vehicles which are designed to operate in daily service without needing to be removed from service for repairs between preventive maintenance intervals and which have proven to be reliable in fixed route public transit systems of similar size. The vehicles, to the extent possible, must have systems designed to be easily maintained, only occasionally repaired, and which do not require specialized mechanical skills, tools, equipment or difficult to obtain replacement parts. There must be a local or readily accessible support network for warranty related repairs. Troubleshooting and diagnostic support available to maintenance personnel by telephone during all hours of transit operation (5:00a.m. until 7:30p.m. CST/CDT as applicable, Monday-Friday).
- 2.** Easy accessibility to our riders, some of whom use mobility aides which slightly exceed the size and weight of the ADA definition of "common wheelchair". The goal for transitioning from high floor to low floor buses is to make boarding and alighting from the bus easy and convenient for everyone including our customers who use wheelchairs and reduce as much as possible the amount of delay inherent in assisting a passenger using a wheelchair to safely ride the bus. Wheelchair spaces must comply with the dimensions required by ADA as a minimum. Tie down equipment must provide quick but secure connection by the bus operator to a wide variety of mobility devices including 3 wheel scooters.
- 3.** Modern, attractive appearance both interior and exterior using materials, coatings and products proven in fixed route transit service to be robust against passenger traffic, multiple driver changes, and road hazards and grime. Flooring and other interior surfaces

selected to be easy to clean and impervious to damage by foot traffic, wear and tear, spills and common cleaning products. Seats and seat fabrics selected to be vandal resistant, easily cleaned, and durable for the expected life of the bus and esthetically fitted to the overall appearance of the bus. Driver compartment designed to be ergonomically functional and comfortable for the driver, having robustly installed, easily accessible and operable instruments and controls (knobs, switches, buttons, gauges) proven to withstand constant use by multiple drivers per day over rough roads in a constant stop and start environment. Well thought out storage for drivers' personal items, cleaning supplies and emergency equipment so that these items are easily accessed by the driver when needed but protected from damage or loss by passenger traffic or tampering.

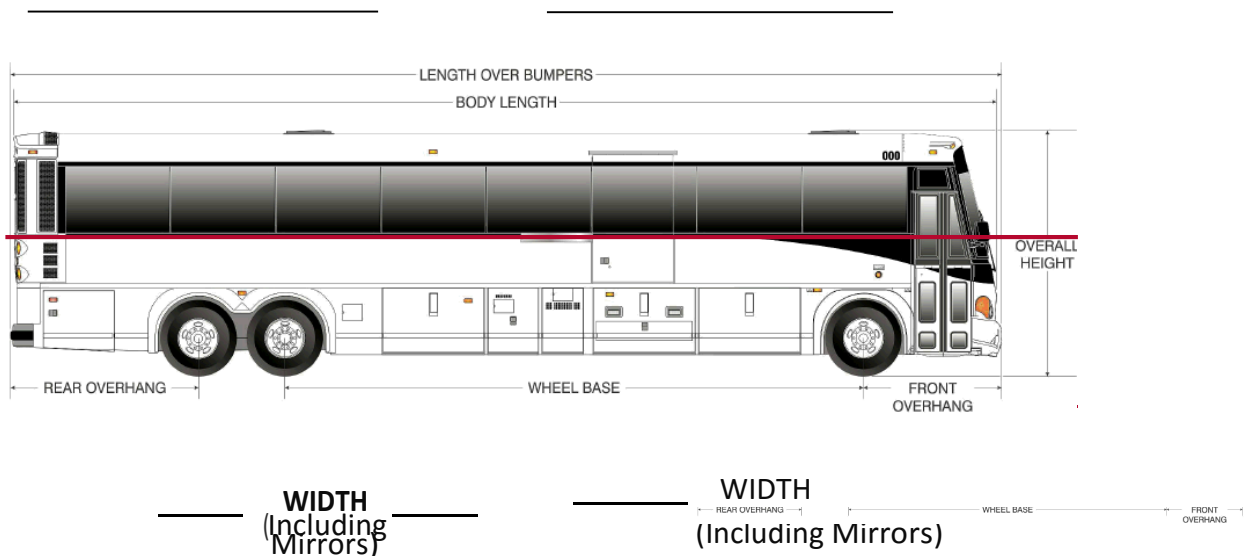
**TS 2.1 Service Life**

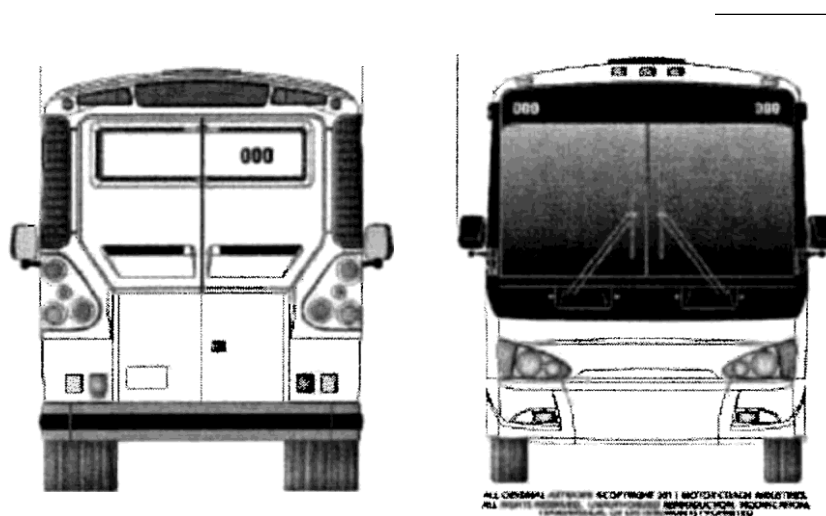
The minimum useful design life of the bus in transit service shall be at least twelve (12) years or 500,000 miles. It shall be capable of operating at least 35,000 miles per year, including the 12th year.

**TS 2.2 Physical Size**

The service area and ridership requires the use of small (approximately 30') transit buses. Dimensions provided by the Proposer shall not include exterior mirrors, marker and signal lights, bumpers, fender skirts, washers, wipers, ad frames, cameras, object detection systems, bicycle racks, feelers and rub rails as shown in Figure 1at static conditions and design height.

**FIGURE 1  
Transit Bus Exterior Dimensions**





### TS 2.3.1 Bus Length

The overall bus length should be sufficient to provide the stated seating, wheelchair and standee capacity with adequate seating space hip to knee for an average height adult male. It is TCPTA's goal to purchase buses in the 30 foot range.

### TS 2.3.2 Bus Width

The bus width shall be sufficient to provide the stated seating, wheelchair and standee capacity in a compact length, as well as to provide adequate ingress and egress through the entry door(s) for wheelchair passengers to be able to independently access the wheelchair spaces. In no case shall the bus be wider than 102" overall.

### TS 2.3.3 Bus Height

The Maximum overall height shall be 129 in., including all rigid, roof-mounted items such as A/C, exhaust, fuel system and cover, etc.

### TS 2.3.4 Step Height

A Low Floor bus is desired. Proposals shall include the maximum step height from the ground to the floor level at passenger entry door(s). Two steps are anticipated to accommodate a raised aisle floor in the rear of the bus.

Proposals shall also include the step height and the tread depth of each step to the rear of the bus capacity. The vehicle shall be designed to carry the curb weight plus passenger capacity which shall not exceed the bus GVWR. Passenger carrying capacity, 30 seated passengers (or 25 seated plus 2 wheelchairs), plus standee capacity as provided by the Proposer in the lower seating area. When loaded to the GVWR the bus shall maintain the minimum clearance dimensions as defined and shown in Figure 2 of SAE Standard 1689.

### TS 2.3.6 Weight

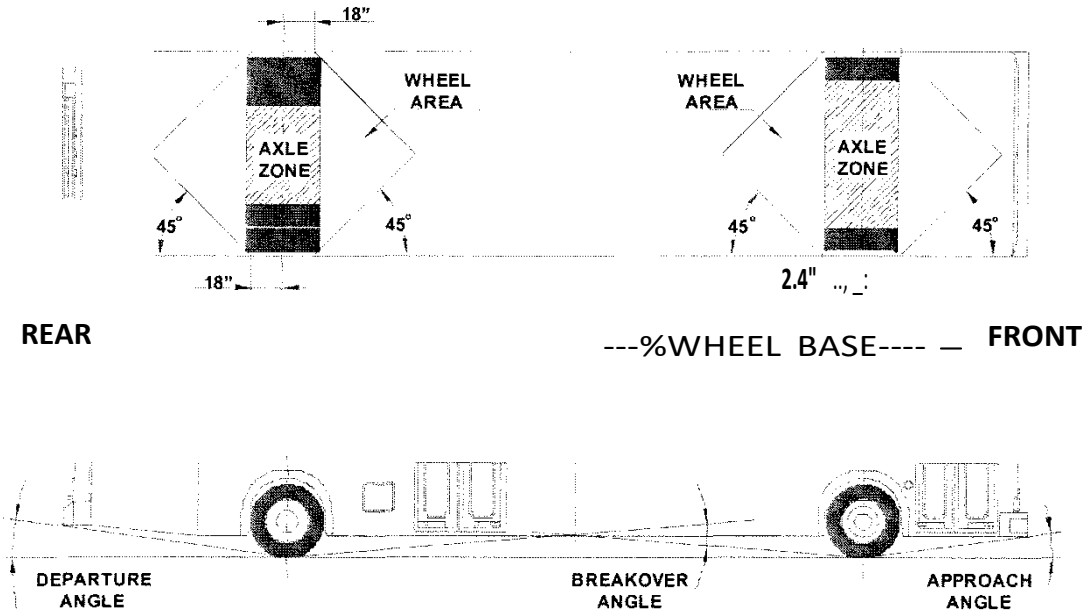
It shall be a design goal to construct each bus as light in weight as possible without degradation of safety, appearance, comfort, traction or performance. Buses at a capacity load shall not exceed the tire factor limits, brake test criteria or structural design criteria.

### TS 2.3.7 Underbody, and Ground Clearances

Proposals shall include the following clearance measurements as defined in Figure 2  
Transit Bus Minimum Road Clearance:

- Overall ground clearance
- Minimum axle zone clearance
- Wheel area clearance (for parts fixed to the bus body)
- Wheel area clearance (for parts that move vertically with the axles)

**FIGURE 2  
Transit Bus Minimum Road Clearance**



## TS 2.4 Other General Requirements

### TS 2.4.1 Fire Safety

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. 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.

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.

### TS 2.4.2 Respect for the Environment

In the design and manufacture of the bus, the Contractor 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 Contractor shall use, whenever possible and allowed by the specifications, recycled materials in the specification of the bus.

### **TS 2.4.3 Maintenance and Inspection**

Proposer shall describe in detail how the routine problems of maintaining the vehicle have been addressed in order to ensure easy access to coach components and systems, both mechanical and electrical, which will require periodic physical work or inspection processes so that a minimum of time is consumed in gaining access to the critical repair areas. Identify where it is necessary to disassemble portions of the coach structure and/or equipment such as seats and flooring under seats in order to gain access to these areas. What specialty tools and/or equipment are required which are not commonly available in a heavy equipment repair facility?

How is the body and structure of the coach designed for ease of maintenance and repair? Are individual panels or other equipment that may be damaged in normal service repairable or replaceable? How are items especially vulnerable to damage in service protected from damage or made easy to replace/repair? 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. Tools such as compartment door keys, bellows gauges and other tools that are required for daily maintenance and inspections are expected to be furnished for each coach.

### **TS 2.4.4 Training and Technical Support**

Proposer shall provide the training materials and/or programs to be included with the vehicles in the event the proposal results in a Contract. Two (2) days of on-site training for coach operators and maintenance personnel. Manuals to be supplied with delivery of first bus for general operator / maintenance orientation to the vehicle and for later reference, such as an "Drivers and Maintenance and Parts Manuals".

How will the Contractor assist TCPTA in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period? (Provisions described do not relieve the Contractor of responsibilities under the provisions of "Section 7: Warranty Requirements.")

## **VEHICLE PERFORMANCE**

### **TS 3. Power Requirements**

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

#### **TS 3.1 Top Speed**

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 operating at top speed for sustained periods of time according to the recommendations by the tire manufacturer.

#### **TS 3.2 Gradability**

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 2% percent ascending grade and 15 mph on a 10 percent ascending grade continuous.

NOTE: Values are assumed to be sustained. Manufacturer shall supply Agency with data if there is a variance between peak performance and sustained vehicle performance.

### TS 3.3 Acceleration

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 at full throttle and brake applied start.

**TABLE 3**  
Maximum Start Acceleration Times on a Level Surface<sup>1</sup>

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

1. Vehicle weight GVWR

### TS 3.4 Operating Range

The minimum operating range on a full tank of fuel needs to be 350 miles or 20 hours.

### TS 3.5 Fuel Economy (Design Operating Profile)

## POWERPLANT

### TS 4. Engine

The engine and related emissions systems shall meet all applicable emissions and design/durability guidelines and standards. Proposer shall recommend the power plant most suitable for the operating conditions and performance as described in the Vehicle Performance section of this RFP. If available, engine / power plant options shall be identified separately and described in accordance with design capability of the equipment to perform more suitably in the local (Agency's) operating environment. Provide the engine design life for the recommended engine and any optional engine / power plant configurations listed. Associated costs for each available option to be included in the pricing package. The engine to be equipped with an internal block heater or other heating device of the type recommended by the engine manufacturer and approved by the Agency to aid in starting during periods of sustained cold weather.

The engine control system shall protect the engine against progressive damage. The system shall monitor conditions critical for safe operation and automatically de-rate 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 and data shall be retrievable by the Agency.

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 4.1.1 Propulsion System Service**

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. 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. An engine belt guard shall be provided and be powder coated yellow. The Contractor shall provide all specialty tools and diagnostic equipment required for maintaining the propulsion system in accordance with the Special Tools List.

#### **TS 5. 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 shall sense the temperatures of the operating fluids and the intake air, and if either is above safe operating conditions, engage the cooling fan. 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 and include silicone hoses with stainless steel hose clamps. The cooling fan shall be temperature controlled, allowing the engine to reach operating temperature quickly. A mechanically driven cooling fan (as opposed to hydraulically driven) is preferred.

Proposer shall include the type of fan drive to be provided and include the availability of optional drive methods if available. Pricing for any fan drive options shall be included in the Pricing Schedule.

#### **TS 5.1.1 Radiator**

The radiator input shall be protected by an easily cleanable screen designed to collect large debris. Radiators with a fin density greater than 12 fins per inch or a louvered slit design shall not be used. No heat-producing components or climate-control system components shall be mounted between the engine cooling air intake aperture and the radiator. The radiator and charge air cooler shall be designed to withstand thermal fatigue and vibration associated with the installed configuration. The radiator and charge air cooler cores shall be easily cleaned (to include engine side core surface) with standard pressure-washing equipment.

The charge air radiator shall not be sandwiched or 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.

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.

## **TS 6. Transmission**

The transmission recommended by the proposer shall be multiple speed, automatic shift with torque converter, retarder and electronic controls. Proposer shall provide the design life of the recommended transmission and for any optional engine / power plant configurations listed. Associated costs for each available option to be included in the pricing package. Proposer shall identify on-board diagnostic capabilities and explain how that data is accessed by maintenance personnel. If diagnostic software is not included with the vehicle, the cost is to be included in the pricing package. The on-board diagnostic system shall trigger a visual alarm to the driver when the electronic control unit detects a malfunction. Transynd transmission fluid shall be provided. Automatic neutral shift function is not desired.

## **TS 7. Retarder**

The application of the retarder shall cause a smooth blending of both retarder and service brake function. Brake lights should illuminate when the retarder is activated. The retarder shall engage the first stage at accelerator release, stages two and three shall engage with brake pedal depression. The least aggressive retarder setting is preferred by TCPTA.

Actuation of ABS and/or automatic traction control (ATC) shall override the operation of the brake retarder. The OEM/drive system manufacturer shall work with TCPTA to determine retarder performance settings. The retarder disable switch shall be accessible to the seated driver.

### **TS 7.1 Serviceability**

In addition to requirements provided in TS 77.4 Maintenance and Inspection, the following items are currently used on existing vehicles and expected to be included with any additional vehicles purchased. Engine oil pressure gauge, coolant temperature gauge and start/run switch mounted in the engine compartment in a location to be easily read during service where they shall not be damaged during minor or major repairs, dry filter element air cleaner and a graduated air filter restriction indicator. Engine oil and the positive lock radiator filler caps on a surge tank and recovery bottle with a screw on cap. All fluid fill locations properly labeled to help ensure that correct fluid is added. All fillers easily accessible with standard funnels pour spouts and automatic dispensing equipment. All lubricant sumps fitted with magnetic-type drain plugs or magnets in pan, centrifugal, non-disposable engine bypass oil filter. There shall be a diagnostic port in the driver's area and rear engine compartment.



Shop air connections shall be provided at front of bus and rear engine compartment. These connections shall be provided with threaded dust caps.

## **TS 8. Hydraulic Systems**

Hydraulic system service tasks shall be minimized and scheduled no more frequently than those of other major coach systems. 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. 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 for applications in high heat areas.

### **TS 8.1.1 Diesel Fuel Tank**

Single fuel tank having capacity to ensure a minimum operating range of 350 miles or 20 hours. The fuel tank shall be made of corrosion-resistant steel. The fuel tank shall be equipped with an external, hex head, drain plug at least a 5/8 in. size located at the lowest point of the tank. The fuel tank shall have an inspection plate or easily removable filler neck to permit cleaning and inspection of the tank without removal from the bus. 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. 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. The fuel tiller 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.

## **TS 9. Emissions and Exhaust**

### **TS 9.1 Exhaust Emissions**

The engine and related systems shall meet all applicable emission and engine design guidelines and standards. TCPTA prefers for the engine emission package to be mounted in the open area above the engine compartment for better access for maintenance. Exhaust gases and waste heat shall be discharged from the roadside rear corner of the roof. If applicable, regeneration cycles and conditions will be designed by the engine manufacturer.

## **STRUCTURE**

### **TS 10. Altoona Testing**

TCPTA prefers a full welded structure. At a minimum, the proposer must submit a proposal for a bus sidewall capability to provide passenger protection from automobile side impact. Crash

protection is of critical importance to TCPTA. As such, a copy of test data showing compliance with FMVSS 214D Crash Worthiness is required with the submission of the Proposers package. Physical side impact test must be in accordance with APTA procurement guidelines for "Crashworthiness", and be performed by a third-party testing entity. The test report must be of the same low floor bus design as is being proposed. Failure to include this test report will render the proposal invalid and cause of its rejection

The roof and side shall be engineered to support the entire weight of a fully loaded vehicle on its top and side, if overturned. A copy of test data showing compliance with FMVSS 220 Rollover Protection is required with the submission of the Proposers proposal. The test report must be of the same low floor bus design as is being bid. Failure to include this test report will render the proposal informal and may be cause of rejection.

Prior to acceptance of first bus, the vehicle must have completed any FTA-required Altoona testing. Any items that required 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 TCPTA. If available, the Altoona Test Report shall be provided to TCPTA with the Proposal submittal. If not available, then the report shall be provided prior to first acceptance of bus.

## **TS 11. Floor**

Proposal must include a full description of the floor and subfloor construction including measures utilized by the manufacturer to insure waterproofing, mold resistance, dry rot and insects for the design life of the bus. TCPTA prefers an ACQ marine grade plywood subfloor. Preferred flooring by TCPTA is ALTRO welded seam floor or approved equal. Colors are to be selectable by TCPTA at the time of 1st bus order. 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. A warning decal or sign shall be provided to alert the driver to the change in floor level to the driver's compartment and at the rear step area to the rear seating area to alert passengers to the change in floor level. All step nosing's and any grade transitions (such as from floor to entry ramp) throughout the driver and passenger compartment must be delineated by a contrast color. Step edges shall be of a non-slip material and constructed so they don't catch people heels as the transition the different levels. Carpeting or fabric covering is not acceptable over or around wheel housings. 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 TCPTA 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.

### **TS 11.1.1 Kneeling**

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. Kneeling shall not be operational while the wheelchair ramp is deployed or in operation.

## **TS 12. Wheels, Tires and Bumpers**

### **TS 12.1 Wheels**

All wheels shall be interchangeable 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. Wheels and rims shall be hub-piloted with powder-coated or painted steel. No tire-pressure monitoring system required.

### **TS 12.2 Tires**

The tires shall be supplied by the manufacturer. Proposer to provide the tire brand, size and load rating recommended as well as any standard tire and wheel options.

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. No spare tire/wheel required.

### **TS 12.3 Bumpers**

Front and rear bumpers are required and shall be reinforced energy absorbing type providing protection at speeds of up to 6.5 mph for front impact and 5 mph for rear impact. Bumper material is corrosion-resistant and shall withstand repeated impacts of the specified loads without sustaining damage. TCPTA prefers a bumper design that provided a three piece design with replaceable end caps.

## **TS13. Steering**

Hydraulically assisted steering shall be provided.

### **TS 13.1 Steering Axle**

Front axle shall be a North American manufactured axle with a load rating sufficient for the bus loaded to GVWR, equipped with sealed, grease-type front wheel bearings.

### **TS 13.2 Steering Wheel**

Power steering failure shall not result in loss of steering control. With the bus in operation, the steering effort shall not exceed 55lbs 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.

### TS 13.2.1 Steering Wheel, General

The steering wheel diameter shall be approximately 18 to 20 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.

### TS 13.2.2 Steering Column Tilt, Telescopic Adjustment

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. 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.

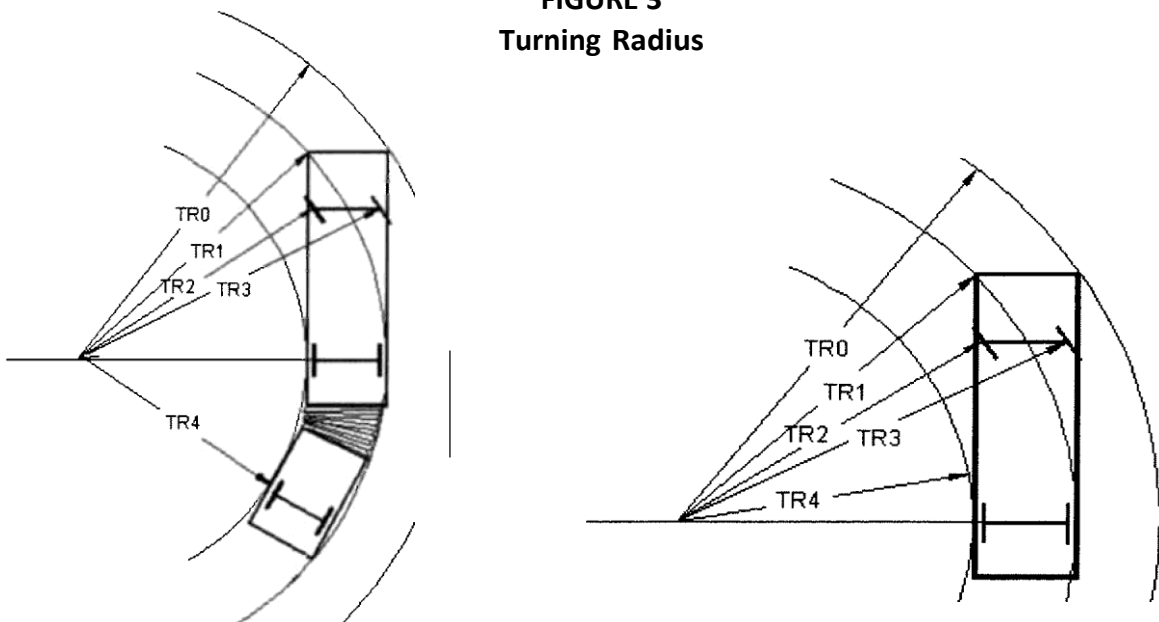
### TS 14. Drive Axle

The Proposer shall provide a North American manufactured drive axle for the design of the bus. Proposal shall include the manufacture, load rating and design life of the recommended axle before repair or replacement is needed. 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.

### TS 15. Turning Radius

Proposer shall provide the turning radius of the bus proposed TRO (see FIGURE 3).

**FIGURE 3**  
**Turning Radius**



## **TS 16. Brakes**

Proposal is to include full specifications for the air brake system to be provided.

### **TS 16.1 Service Brake**

Service brakes shall be controlled and actuated by a compressed air system. Brakes shall be self-adjusting. Contractor shall specify whether disc or drum brakes are proposed. Brake wear indicators (visible brake sensors), if applicable, shall be provided on exposed push rods. TCPTA prefers drum type brakes to maintain fleet consistency.

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. Manufacturer shall demonstrate compliance by providing a copy of a thermodynamic brake balance test.

Proposer shall provide automatic traction control on the bus proposed.

No remote brake wear indicator shall be required.

The brake system material and design shall be selected to absorb and dissipate heat quickly so that the heat generated during braking operation does not glaze the brake linings.

### **TS 16.2 Parking/Emergency Brake**

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.

## **TS 17. Interlocks**

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 open position. 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 interlock is released. The interlock functions shall be active whenever the vehicle master run switch is in any run position.

The door system employing brake and accelerator interlocks shall be supplied upon request 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. Brake interlock regulator shall be non-adjustable.

**TS 17.1 Passenger Door**

TCPTA requires a front door only vehicle. No rear exit door is required. TCPTA prefers the slide and glide design.

### TS 17.2 Ramp Interlocks

The bus ramp shall be prevented from moving forward or backward when the ramp is deployed or in open or close operation. TCPTA requires accelerator and brake interlocks to prevent front door with ramp from closing if the ramp is deployed or in operation to deploy or close.

## ELECTRICAL, ELECTRONIC AND DATA COMMUNICATION SYSTEMS

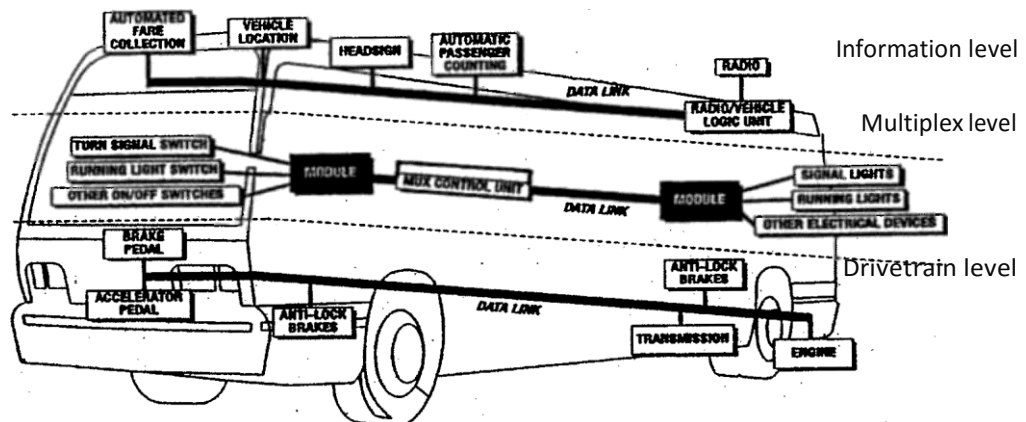
### TS 18. Overview

The Proposer is to provide a full description of the electrical system including 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 placed on board to process and store data or perform other functions; and the data communication system that facilitates the sharing of data with other electronic devices and systems. Dinex multiplex system is preferred by TCPTA.

Information level systems that require vehicle information for their operations or provide information shall adhere to J1939 data standard. Provide a Data Communications System Level diagram similar to FIGURE 4 which describes equipment and components that communicate in each system level in sufficient detail to allow TCPTA Evaluation Committee to understand the Electrical, Electronic and Data Communications Systems to be delivered with the bus proposed and how it is engineered for reliability and serviceability over the life of the vehicle.

FIGURE 4

### DATA COMMUNICATIONS SYSTEMS



## **TS 19. General Electrical Requirements**

### **TS 19.1 Batteries**

#### **TS 19.1.1 Low-Voltage Batteries (24V)**

TCPTA requires two 8D deep-cycling maintenance-free battery units on a stainless steel sliding tray. Each battery shall have a minimum of 1100 cold-cranking amps. Each battery shall have a purchase date no more than one year from the date of release for shipment to TCPTA.

Positive and negative terminal ends shall be the same size.

#### **TS 19.1.2 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. Color code each voltage.

#### **TS 19.1.3 JumpStart**

TCPTA does not require this option.

#### **TS 19.1.4 Battery Compartment**

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 door shall 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 manufacturer's specification.

The battery hold-down bracket shall be constructed of a nonconductive and corrosion-resistant material (plastic or fiberglass). If equipped with dual voltage system, the vehicle shall be equipped with a 12VDC and 24VDC quick disconnect switch (es). The battery compartment door shall conveniently accommodate operation of the 12VDC and 24VDC quick disconnect switch (es). The battery quick disconnect access door shall be identified with a decal measuring not be less than 3 x 4 inch. 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 in 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.



### **TS 19.1.5 Master Battery Switch**

The batteries shall be equipped with a single switch for disconnecting both 12V and 24V power.

The location of the master battery switch shall be clearly identified on the exterior access panel, be accessible in less than 10 seconds for deactivation and prevent corrosion from fumes and battery acid when the batteries are washed off or 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.

### **TS 19.1.6 Circuit Protection**

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 breakers or 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 Contractor 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 TCPTA mechanic with visible indication of open circuits. The Contractor 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 breakers 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.

### **TS 19.2 Grounds**

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 shall be grounded to the frame in multiple locations, evenly distributed throughout the vehicle to eliminate ground loops. No more than five ground ring/spade terminal connections shall be made per ground stud with spacing between studs ensuring contactivity and serviceability. Electronic equipment requiring an isolated ground to the battery (i.e., electronic ground) shall not be grounded through the chassis.

### **TS 19.3 Low Voltage/Low Current Wiring and Terminals**

Proposer shall provide with the proposal a description of the wiring throughout the bus as related to long term reliability, serviceability and ease of troubleshooting and correcting wiring related problems. What standards and practices are used in the wiring installation? How wiring for components throughout the bus grouped is, color coded, protected from kinking and/or damage from abrasion or over stretching? What percentage of excess wire is included at installation to allow for strain relief and for future repairs to be made? What type terminals and cable connectors are used? How is the wiring system protected from the environment? Does the manufacture have a standard procedure for completing the wiring installation that insures each bus is identical in the wiring of all equipment and components supplied or pre-wired by the manufacturer? Will an "As Built" wiring schematic be provided

on delivery that applies to each bus delivered? Are provisions made in the diagram for future installation of additional equipment?

#### **TS 19.4 Electrical Components**

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 than 40,000 hours (except cranking motors, washer pumps, auxiliary heater pumps, defroster and wiper motors). All electric motors shall be easily accessible for servicing.

#### **TS 19.5 Electrical Compartments**

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 serviceable 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.

#### **TS 20. Multiplexing**

The proposer shall describe how the manufacturer of the proposed vehicle engineers the system to insure long term reliability in the control of components necessary to operate the vehicle, and provide for easy troubleshooting when problems do occur? How does the system provide for versatility and future expansion? Are like components in the multiplex system modular and interchangeable with self-diagnostic capabilities? Are modules easily accessible for troubleshooting electrical failures and performing system maintenance? Are solid state devices used? What percent of the total number of inputs and outputs for each voltage type utilized (0V, 12V, 24V) at each module location are designated as spares? Is the configuration distributed or centralized?

#### **TS 21. Data Communications**

What data communication network interface standard is used by the manufacturer? Are all vehicle electronic components used on a network conformance tested to the corresponding network standard?

##### **TS 21.1 Drivetrain Level**

How are drivetrain level components (engine, transmission, and retarder, anti-lock braking system and all other related components) integrated? With what Communications Protocols do they communicate data and are they forward and backward compatible? Are they powered to the ignition to insure communication exists between all components any time the ignition is switched to the on position?

##### **TS 21.1.1 Diagnostics, Fault Detection and Data Access**

Is diagnostic and fault event data recorded and accessed by maintenance personnel? Is all necessary diagnostic software provided with the vehicle and are regular updates included at no additional cost?

#### **TS 21.1.2 Programmability (Software)**

Are drivetrain level components programmable by TCPTA?

#### **TS 21.2 Multiplex Level**

##### **TS 21.2.1 Data Access**

Where is the communications port for data access located? Include standard options (if any).

##### **TS 21.2.2 Diagnostics and Fault Detection**

What indicators does the multiplex system have of determining system health and input/output status and detecting faults? How is data accessed?

##### **TS 21.2.3 Programmability (Software)**

Is the multiplex system software protected from unwanted changes? Does the multiplex system shall have revision control to ensure that the hardware and software are identical on each vehicle equipped with the system? How is that provided?

#### **TS 21.3 Electronic Noise Control**

Is electromagnetic radiation emission controlled to prevent interference with on-board systems, components or equipment, telephone service, radio or TV reception, or violate regulations of the Federal Communications Commission? Are measures are employed to insure electrical and electronic subsystems on the coaches will not be affected by external sources of RFI/EMI including such things as radio and TV transmission from portable electronic devices and/or computers in the vicinity of or onboard the buses, AC or DC power lines and RFI/EMI emissions from other vehicles?

### **DRIVER PROVISIONS, CONTROLS AND INSTRUMENTATION TS 22. Driver's Area Controls**

#### **TS 22.1 General**

In general when designing the driver's area, it is recommended that SAE J833, "Human Physical Dimensions," be used. The extent to which the manufacturer designs and engineers the Driver Control area of the bus, uses robust and robustly installed knobs, switches and other controls and makes controls easy to reach for the driver in relation to the frequency they are used and/or the importance the item they control has to the safe operation of the vehicle, and for long term ease of maintenance/repair/replacement is considered an important factor that the Evaluating Committee will review during the demonstration phase.

#### **TS 22.2 Visors/Sun Shades**

TCPTA prefers front and side scissor type roller blinds sun shade which maintains the driver's vision to the left of the bus (including mirrors) but blocks solar gain and glare.

#### **TS 22.3 Farebox**

The proposer shall include a GFI, Odyssey farebox with trim kit and mounting plate. Stainless steel dash mounted stanchions shall be located at the farebox.

#### **TS 22.4 Driver Foot Switches**

TCPTA prefers foot controlled left and right turn signals (momentary type) and dimmer (latching type) switches located by the driver's left foot. In addition, a latching type PA control switch is needed, spaced such that inadvertent deflection of switches is prevented.

#### **TS 23. Driver's Amenities**

Coat hanger/hook behind driver seat. An enclosed driver storage area/box with a positive latching door and/or lock for personal items. An enclosed storage area for necessary cleaning supplies.

#### **TS 24. Windshield Wipers and Washers**

Single-control, electric two-speed plus intermittent windshield wiper control.

The windshield washer system when used with the wiper control shall distribute washer fluid evenly and completely and wet the entire wiped area. A 2 gallon washer fluid reservoir shall be mounted in a location easy to refill from outside the bus.

#### **TS 25. Driver's Seat**

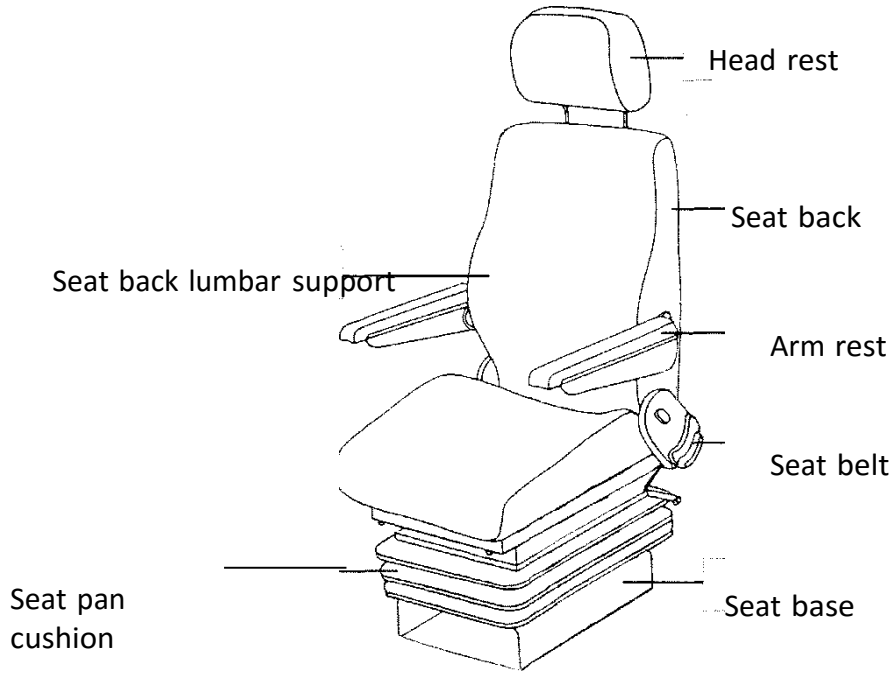
##### **TS 25.1 General**

Fully air adjustable fore and aft, height, tilt, and lumbar support. Mechanically adjustable seat back angle. 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. Standard height back with adjustable head rest. One (1) adjustable right arm rests. Seat belts shall be provided across the driver's lap and diagonally across the driver's chest. The driver shall be able to use both belts by connecting a single buckle on the right side of the seat cushion. Three-point seatbelts must be emergency locking retractor (ELR) in design. A height adjustable D-ring shall be provided at the attachment point for the shoulder belt to the bus. Seat belt assembly equipped with a warning switch device to remind operators to buckle up. Orange three-point seatbelt webbing, 72 in. in length with an 8 in. extension.

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 Cushions shall be fully padded with at least 3 in. of materials in the seating areas at the bottom and back. Covered with durable, stain resistant fabric/cloth designed to resist degrading as a result of friction. Color - black. A driver's seat alarm to be included that alarms when the driver leaves seated position and not sets the parking brake. TCPTA prefers the Recaro Ergo Metro driver's seat.

Pedestal: Powder-coated steel.

**FIGURE 5**  
**Driver's**  
**Seat**



## **TS 25.2 Mirrors**

Electrically adjustable, heated outside rearview mirrors, equipped with a combination of flat and convex mirrors that includes LED turn signals. The mirrors are to be positioned to prevent blind spots and both mirrors to be adjustable by the driver from the driver's seat. Mirrors shall retract or fold sufficiently to allow bus washing operations but avoid contact with windshield. The curbside rearview mirror should be mounted so that its lower edge is no less than 76in. above the street surface

## **WINDOWS**

### **TS 26. Windshield**

Bonded-in-place windshields shall not be used. Dark, shaded band across the upper portion of the windshield above the driver's field of view with a minimum light transmission of 5 percent.

### **TS 27. Driver's Side Window**

The operator's side window shall not be bonded in place and shall be and easily replaceable. The operator's side window shall be the sliding type, opening sufficiently to allow the driver to adjust the outside rearview mirror, requiring only the rear half of the sash to latch upon closing. When open, the window shall not rattle or close during braking. The glazing material shall have a single-density tint.

### **TS 28. Side Windows**

All side windows shall be fixed in position, except as necessary to meet the emergency escape requirements. All side windows shall be fixed bottom, top t-slide configuration. Glazing material shall conform to the requirements of ANSI 226.1-1996 Test Grouping 2 and the recommended practices defined in SA.E J673. Side windows to be tinted a neutral color, complementary to the bus exterior. The maximum solar energy transmittance shall not exceed 37 percent.

No requirement for rear window.

## **HEATING, VENTILATING AND AIR CONDITIONING**

### **TS 29. Capacity and Performance**

Either Roof- or Rear-Mounted HVAC Unit (note maximum vehicle height TS 2.4). TCPTA prefers Thermo King roof-mounted with a single 24 volt bus alternator and R134A refrigerant for purposes of maintaining uniformity of parts and service protocols as much as possible throughout the fleet.

The HVAC climate control system shall be capable of controlling the temperature and maintaining the humidity levels of the interior of the bus during operation in the Huntsville operating environment. There should be sufficient excess capacity for the system to maintain acceptable interior climate during periods where temperatures and humidity exceed the normal operating environmental characteristics. Baseboard heat shall be provided on both curb and roadside of the low floor section of the vehicle. Climate characteristics within TCPTA of

Tuscaloosa area are provided in TS 1.1 Operating Environment.

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.

Proposer to provide full description of the HVAC system to be supplied including heating and cooling capacities and performance ratings, manufacturer, model, location and manufacturer / model number (if different from the main unit) of all auxiliary components such as AC Alternator, compressor, condenser(s), blower motor(s), etc. as well as the location and functionality of the HVAC controls.

Proposer to describe how airflow is maintained throughout the passenger and driver compartment; defog/defrost provisions for the windshield as well as side windows, doors and passenger windows; provisions for auxiliary 'floor' heating and any other information that will be helpful to the Evaluation Committee.

#### **TS 29.1 Driver's Area**

The driver shall have the ability to control the climate in the driver's area for heat, air conditioning, and defrost independently of the passenger compartment or to be able to augment the climate control in the passenger compartment to make the driver's area warmer or cooler as needed. Proposer is to describe how this provision is to be facilitated. Driver must have the ability to introduce fresh air to the head and/or foot area and to direct air onto the side windows to aid defogging/defrosting.

#### **TS 29.2 Air Filtration**

Air filters shall be easily removable for service. Proposer to indicate whether the air filters are cleanable or if disposable type air filters are required. Provide the recommended manufacturer and part number.

#### **TS 29.3 Maintainability**

Manually controlled shut-off valves in the refrigerant lines shall allow isolation of the compressor and dehydrator filter for service. Manually controlled shut-off valve to stop the flow of heated water to the heating system during summer operation.

#### **TS 29.4 Roof Ventilators**

TCPTA requires one (1) manually operated roof ventilator/emergency egress hatches which shall be easily opened and closed, designed to be leak proof when in the closed position. One ventilator shall be provided approximately above the rear axle and aft of the roof mounted HVAC unit (if so equipped).

### **EXTERIOR PANELS, FINISHES AND EXTERIOR LIGHTING**

#### **TS 30. Design**

Proposer to provided detail regarding the design, structural integrity, corrosion resistance, finish material, exterior lighting, and access for any roof mounted equipment, etc. TCPTA has

developed a unique look for current system operation. The following details the required paint scheme for this RFP:

- Blacked-Out windows from drip rail to bottom edge of side passenger windows (Gloss Black)
- White roof
- Crimson from bottom of blacked-out windows down
- 4' white stripe on sides at bottom edge of sidewall panels, transitioning to half inch above front and rear bumpers
- Installation of Stan Mitt's Trolley Illusions Wrap

Fender skirts and splash guards are preferred at each wheel to minimize water spray from the bus in wet conditions, included in wheel housing design. Fender skirts shall be easily replaceable and flexible if they extend beyond the allowable body width. Wheels and tires shall be removable with the fender skirts in place.

### **TS 31. Service Compartments and Access Doors**

TCPTA requires exterior access doors except for coolant and fuel fill access doors equipped with corrosion-resistant flush-mounted latches or locks. If a tool is required to open access doors, it shall be standardized throughout the vehicle.

### **TS 32. Decals, Numbering and Signing**

TCPTA will supply a detailed photograph of the system logo including the approximate size and location to the successful Contractor. All numbers will be installed by TCPTA

#### **TS 32.1 Passenger Information**

ADA priority seating signs as required and defined by 49 CFR shall be installed to identify the seats designated for passengers with disabilities. A public information system in accordance with 49 CFR shall be provided. Included but not limited to shall be "STOP REQUESTED" sign and pull cord signal system with dash light and Faraday chime system.

### **TS 33. 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. Commercially available LED-type lamps shall be provided at all exterior lamp locations and utilize armored casings on side directional and clearance lights. The headlamps which shall utilize LED for daytime running lights and for high and low beams.

#### **TS33.1 Backup Light/Alarm/Camera**

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 Cor D. Included with the rear warning system shall be a backup camera with color



monitor. TCPTA prefers the Rosco model #STSK7465.

### **TS 33.2 Doorway Lighting**

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 a distance of 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.

### **TS 33.3 Turn Signals**

Turn-signal lights shall be provided on the front, rear, curb and street sides of the bus in accordance with federal regulations. Both front amber turn signals shall activate when the bus front door is open.

### **TS 33.4 Headlights**

Headlamps shall be designed for ease of replacement. Headlamps shall incorporate a daytime running light feature and utilize LED for both high and low beam.

### **TS 33.5 Brake Lights**

Bus shall include red, high and center mount brake lamp(s) along the backside of the bus in addition to the lower brake lamps required under FMVSS. The high and center mount brake lamp(s) shall illuminate steadily with brake application. LED lamps used for tail, brake and turn signal lamps shall be a minimum of 7 in. in diameter and shall include a center mounted Collision avoidance light mounted above rear engine compartment. Additional 4 inch yellow LED lights will be provided on upper rear cap and flash when the front door is open.

### **TS 33.6 Service Area Lighting (Interior and Exterior)**

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. 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.

## **INTERIOR PANELS AND FINISHES**

### **TS 34. 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.

No requirement for anti-graffiti/vandalism surface treatments.

#### **TS 34.1 Driver Area Barrier**

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.

#### **TS 34.2 Interior Lighting**

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.

#### **TS 34.3 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.

##### **Dimming Second Row Lights**

To help eliminate windshield reflection on suburban roads where street lighting is at a low level, the second light on each side, when "night run" or "night park" is selected, shall be controlled by the switch; off in "off" and on in "normal." These lights shall be turned on at any time if the switch is in the "on" position.

All interior lighting shall be turned off whenever the transmission selector is in reverse and the engine run switch is in the "on" position.

#### **TS 34.4 Driver's Area**

The driver's area shall have a LED 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. Additional items to be provided in driver's area are as follows:

- Two speed, 24 volt, drivers defroster fan
- Seat belt/W/C belt cutter
- First Aid Kit / Reflectors / Fire Extinguisher (Storage box to house reflectors shall be provided behind wheelwell mounted seats from roadside of vehicle)
- Additional Drivers storage to be provided behind seats mounted on curbside wheelwell.

#### **TS 34.5 Ramp Lighting**

LED Exterior and interior ramp lighting shall comply with federal regulations.

#### **TS 35. Fare Collection**

Farebox provided by Contractor shall be GFI Odyssey with Trim kit, or approved equal. Farebox shall be lighted. Location of the fare collection device shall not restrict traffic in the vestibule, including wheelchairs when 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. The floor under the farebox shall be reinforced as necessary to provide a sturdy mounting platform and to prevent shaking of the farebox. Contractor shall provide fare collection installation layout to TCPTA for approval. Transfer mounting, cutting and punching equipment shall be located in a position convenient to the driver.

### **PASSENGER ACCOMMODATIONS**

#### **TS 36. Passenger Seating**

##### **Forward-Facing Seat Configuration with grab Handrails on all forward facing seats.**

Passenger seats shall be arranged in a transverse, forward-facing configuration where possible, except at the wheel housings 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 rear wheelwells. TCPTA prefers that both wheelchair securement areas be located on the roadside of the low floor section. Across from the wheelchair securement area, three forward facing foldaway seats are to be mounted on curbside of the low floor section for better maneuverability space while loading and unloading wheelchairs passengers through the low floor area. TCPTA prefers that all passenger seats be manufactured by the seat manufacture.

### **TS 36.1 Padded Inserts/Cushioned Seats**

Proposer to provide detailed seating configurations including construction and materials with the proposal. TCPTA preferred seat is the Freedman Citi-Seat with level 4 fabric padded inserts.

### **TS 36.2 Hip-to-Knee Room**

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.

### **TS 36.3 Foot Room**

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.

### **TS 36.4 Aisles**

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" at 32" above the floor (standing passenger hip height).

### **TS 37. Passenger Assists**

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. 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.

Except forward of the standee line, 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" above the floor. Overhead grab straps/extensions shall be provided in the low floor area mounted to the overhead grab rails.

Overhead assists shall simultaneously support 150lbs on any 12" length. No more than 5 percent of the full grip feature shall be lost due to assist supports.

### **TS 38. Passenger Doors**

Passenger door shall comply with ADA requirements. TCPTA prefers air operated (vs. electrically operated) passenger doors.

Front passenger door shall be forward of the front wheels and under direct observation of the driver. No rear exit door is required. The air door system shall provide an air dump valve in reach of the seated driver. The system shall also incorporate a remote door switch

mounted near front door behind a hinged panel door.

### **TS 38.1 Emergency Operations**

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 25lbs 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.

### **TS 39. Accessibility Provisions**

Space and body structural provisions shall be provided at the front of the bus to accommodate a wheelchair loading system.

#### **TS 39.1 Loading System**

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. With the wheelchair loading system located at the front door, the ramp shall be of a simple hinged, flip-out type design that shall deploy to the ground at a minimum 4:1 slope. The operation shall be under the surveillance and complete control of the driver.

#### **TS 39.2 Wheelchair Accommodations**

The Proposer to include the securement equipment by Q-Straint, model QRT 8100-A1 Deluxe-Side and Click. A box located behind the seats mounted on road side of vehicle shall house the securement equipment.

Two Forward-Facing Wheelchair Securement Locations forward and aft on the road side of the vehicle, as close to the wheelchair loading system as practical and shall provide parking space and securement system compliant with ADA requirements for a passenger in a wheelchair.

#### **TS 39.3 Interior Circulation**

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

## **OTHER CONTROLS AND EQUIPMENT**

### **TS 40. Destination Signs**

An electronic destination sign system shall be furnished on the front and on the right side near the front door. TCPTA prefers Luminator front and side Led amber destination signs. All signs shall be controlled via a single human-machine interface (HMI). In the absence of a single mobile data terminal (MDT), the HMI shall be conveniently located for the bus driver within reach of the seated driver. Access shall be provided in compartment to allow cleaning of inside compartment window and unit glazing.

The driver shall be able to access the sign control while seated.

### **TS 41 Passenger Stop Request/Exit Signal, Passenger Information**

#### **TS 41.1 Interior Displays**

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. A route map holder with 3 rows and 5 slots shall be mounted in this area with direct access for boarding passengers.

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.

#### **TS 41.2 Passenger Stop Request**

A passenger "stop requested" signal system that complies with applicable ADA requirements defined in 49 CFR, Part 38.37, shall be provided. It shall be easily accessible to all seated and standing passengers including passengers in the wheelchair securement area. Exit signals located in the wheelchair passenger area shall be no higher than 4ft above the floor. Instructions shall be provided to clearly indicate function and operation of these signals.

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

#### **TS 41.3 Public Address System**

A public address system shall be provided by REI on each bus for facilitating radio system and driver-originated announcements to passengers. Along with the PA system, an AM/FM/CD shall be provided with station lockout. A remote microphone jack and additional mike shall be provided. The additional jack will be located at the front entrance door.

##### **TS 41.3.1 Speakers**

**A minimum of six (6)** interior loudspeakers shall be provided. They should be semi-flush mounted using riv-nuts and/or machine screws, on alternate sides of the bus passenger compartment, installed with proper phasing.

A single waterproof speaker will be provided on the exterior front, curbside of the bus for

audible announcement to passengers waiting at stops. The exterior speaker must be controllable for on/off/volume near the driver PA system controls.

#### **TS 41.3.2 Drivers Speaker/Two Way Radio**

Driver's speaker not required. Provisions for a two way radio prewire and 2 way antenna prewire to be provided. 10 feet of wire is to be provided in the driver's location.

#### **TS 41.3.3 Handset**

TCPTA requires a gooseneck mounted microphone for driver use in making passenger announcements.

#### **TS 41.3.4 Driver Display Unit (DDU)**

TCPTA requires a driver display unit installed as close to the driver's instrument panel as possible.

#### **TS 42 Camera Surveillance Systems**

Proposer to provide a five (5) camera surveillance system for their submission. Video surveillance equipment manufacturer is SEON Commander Explorer Premier System. One exterior camera at front door looking rear, one dash mounted camera looking forward, one interior camera looking at front door, one interior camera mounted front looking rear, and one interior camera rear looking forward.

#### **TS 43 Hubodometer**

Not Required

#### **TS 44 Bike Rack**

TCPTA requires a SportWorks DL2 (or approved equal) powder coated black bike rack designed to accommodate 2 bicycles. The bike rack must be easily and quickly operated by the bike rider and securely store 2 bicycles when the bus is in operation over rough roads in stop and go traffic. The design should be such that either bike can be removed without disturbing the other.

No visible indicator is required.

### **SECTION 7: WARRANTY REQUIREMENTS**

#### **Basic Provisions**

#### **Warranty Requirements**

Proposer to provide full details of all Warranties including, but not limited to the following components:

- Complete Bus
- Body and Chassis Structure
- Propulsion System
- Emission Control System (ECS)
- Subsystems (List any subsystem that is not included in the Complete Bus Warranty)

#### **Extended Warranty**

Are extended warranties available for Engine, and Transmission? Cost information regarding

extended warranties is to be included in the base bus pricing.



**APPENDIX B  
TUSCALOOSA TRANSIT  
AUTHORITY  
EVALUATION CRITERIA**

**1. EVALUATION PROCESS**

After the proposal closing date, TCPTA will perform an evaluation of each Proposal. During the evaluation, TCPTA may conduct interviews of Proposer, and request Proposer to participate in a mandatory teleconference, or to make presentations to TCPTA and/or demonstrate its products that are the subject of this RFP. Concerning a teleconference, presentation or demonstration, Proposer will be given at least ten (10) days' notice of the date and time for such, and TCPTA may consider a Proposer non-responsive or non-responsible if it does not participate in such to TCPTA's satisfaction. Also, TCPTA may interview and/or visit other customers who have purchased similar goods and services from Proposer.

**2. RESPONSIVE PROPOSALS**

TCPTA will determine if a Proposal is "responsive" to the requirements of the RFP based on Section 3 and on any other information available to TCPTA, and reserves the right to waive minor informalities (Section 2.5).

**3. RESPONSIBLE PROPOSALS**

TCPTA will determine if Proposer is deemed "responsible" based on Section 3 and on any other information available to TCPTA.

**4. AWARD INTENTION**

TCPTA intends to award a contract to the responsive, responsible Proposer(s) who's Proposal offers the best value for TCPTA, after selection and negotiation.

**5. EVALUATION CRITERIA**

Proposers determined to be responsive and responsible will be evaluated based upon, but not limited to the following criteria:

**A. Technical Evaluation (60 points)**

TCPTA will evaluate a Proposal's technical value based on the qualifications of the Proposer, Proposer experience and Proposer's plan to meet TCPTA's requirements. The Proposal that receives the highest evaluation in each category will receive the highest points for that category, and all other Proposals will be scored relative to that Proposal. A Proposal must receive at least 37 points to be considered acceptable. An acceptable Proposal will be evaluated for price.

**B. Price: (30 points)**

The "Proposal Pricing Form" envelope will be opened for all acceptable Proposals, and TCPTA will notify Proposers if a public opening of such is to

occur. The Proposal having the lowest price will receive the maximum number of points available for price, and all other Proposals will be scored inversely proportional to the lowest price Proposal.

C. Delivery (10 points)

D. Final Evaluation

TCPTA will combine the technical and price scores for each Proposal, 1-year and multi-year (if applicable) cost totals, and make a final evaluation and selection based on overall consistency of the evaluation results, budgetary constraints of TCPTA, and best value.

TCPTA reserves the right to enter into negotiations with the successful Proposer(s) with regard specifications, terms, and cost.

**APPENDIX C**  
**TUSCALOOSA TRANSIT AUTHORITY, ALABAMA**  
**PROPOSAL PREPARATION CHECKLIST**

The checklist is for general guidance only and not intended to provide an all-inclusive list of response requirements, which Proposers must determine from this RFP.

<b>Description</b>	<b>Reference</b>	_____
RFP Schedule	Section 1.3 & Cover	_____
General Terms and Conditions	Section 2	_____
Proposer Responsibilities	Section 2	_____
Bid Bond Requirements	Appendix D	_____
Performance Bond and Insurance Requirements	Appendix D	_____
Business Licensing Requirements	Section 2.23	_____
Alabama Immigration Law	Appendix H & J	_____
Proposal Instructions	Section 3	_____
Proposer Information Form	Appendix H	_____
Price Proposal Instructions and Form	Section 3.12 & Appendix G	_____
Proposal Submission Requirements	Section 3	_____
Evaluation Criteria	Appendix B	_____
Scope of Work	Appendix A	_____
Special Terms and Conditions	Appendix E	_____

**APPENDIX D**  
**TUSCALOOSA TRANSIT AUTHORITY ALABAMA**  
**BONDS & INSURANCE REQUIREMENTS**

**1. BID BOND**

An original Bid Bond is not required.

**2. PERFORMANCE & PAYMENT BOND**

A Performance Bond must remain in effect for the entire term of the Contract in the amount of 100% of the annual contract amount. A Payment Bond shall be included with the Performance Bond, or separately provided.

**3. INSURANCE REQUIREMENTS**

The Contractor shall carry insurance of the following kinds and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required under the terms of the bid specifications. The Contractor shall procure and maintain for the duration of the Contract or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the Contractor, his agents, representatives, employees or subcontractors.

**A. MINIMUM SCOPE OF INSURANCE:**

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after Risk Management approval.

Commercial General Liability

Products and Completed Operations  
Contractual  
Personal Injury  
Explosion, Collapse and Underground  
Broad Form Property Damage

2. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized

before the State of Alabama Industrial Board of Relations. Subrogation shall be waived as respects Workers' Compensation.

4. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

**B. LIMITS OF INSURANCE:**

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$2,000,000 General Aggregate Limit  
\$1,000,000 Products - Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury  
\$1,000,000 Each Occurrence

2. Automobile Liability:

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3. Workers' Compensation:

As Required by the State of Alabama Statute

4. Employers Liability:

\$500,000 Bodily Injury by Accident or Disease  
\$500,000 Policy Limit by Disease

**C. OTHER INSURANCE PROVISIONS:**

TCPTA is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in TCPTA's best interest. If the insurance requirements are not adjusted by TCPTA prior to TCPTA's release of RFP specifications, then the limits stated herein shall apply.

1. General Liability and Automobile Liability Coverages Only:

a. The Contractor's insurance coverage shall be primary insurance as respects TCPTA, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by TCPTA, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

- b. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

- a. Contractors are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to TCPTA. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to TCPTA.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to TCPTA, its officers, employees, agents or specified volunteers.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B+ V.

**E. VERIFICATION OF COVERAGE:**

TCPTA shall be indicated as a Certificate Holder and the Contractor shall furnish TCPTA with Certificates of insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by TCPTA before Award Notification is issued by TCPTA. TCPTA reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. SUBCONTRACTORS WORKING FOR THE CONTRACTOR:**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. Subcontractors working for the Contractor shall be required to carry insurance.

**G. HOLD HARMLESS AGREEMENT:**

The Contractor, to the fullest extent permitted by law, shall indemnify and hold harmless TCPTA, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of

tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the Contractor, or any of their subcontractors, sub-consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**APPENDIX E**  
**TUSCALOOSA TRANSIT AUTHORITY, ALABAMA**  
**SPECIAL TERMS & CONDITIONS**

Concerning the RFP of which this Appendix is a part, the following special terms and conditions shall apply:

This procurement is partially funded with FTA § 5307 UAFP funds, CFDA 20.507. The following certifications apply to this procurement contract.

Of Note, the awarded Contractor is certifying compliance to all relevant clauses herein and that all sub- contractors under this procurement shall complete and certify all relevant clauses herein. Sub-Contractors certification copies should be submitted to TCPTA's Executive Director, Russell Lawrence, immediately if not attached to proposal.

**1. No Obligation by the Federal Government-**

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

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

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

Civil Fraud. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *§III* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Criminal Fraud. 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 authorized under 49 U.S.C. Chapter 53 or any other Federal law, the Federal Government reserves the right to impose the



penalties of 49 U.S.C. §5323(i), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.

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

3. **Access to Records** – The following access to records requirements apply to this contract: Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. § 5325(g), the Contractor agrees to provide the Purchaser, the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

4. **Federal Changes-**

Contractor shall at all times comply with all applicable FTA regulations, policies, and procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (15) dated October 1, 2008-<http://www.fta.dot.gov/documents/15-Master.pdf>) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. **Termination Provisions –**

- a. **Termination for Convenience (General Provision)** - TCPTA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to TCPTA to be paid the Contractor. If the Contractor has any property in its possession belonging

to TCPTA, the Contractor will account for the same, and dispose of it in the manner TCPTA directs.

- b. **Termination for Default [Breach or Cause] (General Provision)** - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, TCPTA may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by TCPTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, TCPTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- c. **Opportunity to Cure (General Provision)** - TCPTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to TCPTA'S satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from TCPTA setting forth the nature of said breach or default, TCPTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude TCPTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- d. **Waiver of Remedies for any Breach** - In the event that TCPTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by TCPTA shall not limit TCPTA remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Default (Supplies and Service)** - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, TCPTA may terminate this contract for default. TCPTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for

the convenience of TCPTA.

**6. Civil Rights** - The Contractor and the Contractor's Sub-Contractor(s) agree to follow Federal Equal Employment Opportunity (EEO) requirements:

- a. **Nondiscrimination**- In accordance with Title VI of the Civil Rights Act, as amended, 24 U.S.C. §2000d, §303 of the Age Discrimination
- b. **Equal Employment Opportunity Requirements** -The Contractor agrees to comply and assures compliance of its Sub-Contractor(s) or other participants, with all equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and also with any Federal laws and regulations in accordance with applicable Federal directives affecting construction undertaken as part of the Project:
  1. **Race, Color, Creed, National Origin, Sex**- In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 \_ill §!ill., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  2. **Age** -In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 thru 634, and EEOC implementing regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625, prohibit employment discrimination against individuals on the basis of age. The "Age Discrimination Act of 1974, as amended, 42 U.S.C. Sections 6101et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis

of Age in Programs or Activities Receiving Federal Financial Assistance, 45 CFR Part 90, also prohibit discrimination against individuals on the basis of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing Requirements FTA may issue under 49 CFR 27 as relates to ADA Access.

- c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **7. Disadvantaged Business Enterprise (DBE) 49 CFR Part 23, updated Part 26-**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 5.81%. A separate contract goal has not been established for this procurement.

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 TCPTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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

The contractor must promptly notify TCPTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of

work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of TCPTA.

- 8. Sensitive Security Information** -The Contractor must protect, and take measures to ensure that its sub-contractor(s) at each tier protect, "sensitive security information" made available during the administration of a contract or sub-contract to ensure compliance with 49U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49CFR Part 15, and with 49 U.S.C. Section 114(s) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.
- 9. Incorporation of Federal Transit Administration (FTA) Terms:** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and 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 TCPTA requests which would cause TCPTA to be in violation of the FTA terms and conditions.
- 10. Suspension and Debarment-** The Contractor agrees to comply, and assures the compliance of each sub recipient, lessee, or third party contractor at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Nonprocurement)," 49 C.F.R. Part 29. The Contractor agrees to, and assures that its sub recipients, lessees, and third party contractors will review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any third sub agreement, lease or third party contract. [U.S. DOT issued a new amendment to these regulations adopting the optional lower tier coverage for tiers lower than the first tier below a covered nonprocurement transaction. See, 71 Fed. Reg. 62394, October 25, 2006.]By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by TCPTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to TCPTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 11. Buy America-** The contractor agrees to comply with 49 U.S.C. 53230) and 49 C.F.R. Part 661, and any later amendments, 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. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 53230) (2) © and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver.

FTA Construction Contract clauses Oct 2008 Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. Certification requirement for procurement of steel, iron, or manufactured products.

- a. Certificate of Compliance with 49 U.S.C. 5323(j) (1) The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

- b. **Certificate of Non-Compliance with 49 U.S.C. 5323(j) (1)** The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (1) and 49 C.F.R. 661.5, 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.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

## 12. Breaches and Dispute Resolution –

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

**Performance During Dispute** - Unless otherwise directed by TCPTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages thereof shall be made in writing

to such other party within a reasonable time after the first observance of such injury of damage.

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

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

- 13. Lobbying- Byrd Anti-Lobbying Amendment,** 31 U.S.C. 1352 (a), as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]- Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The undersigned [Contractor] certifies, to the best of his or her knowledge and belief that:

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned

shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

The undersigned shall require that the language of this certification be included in the award documents for all subawards 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© (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 Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor 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 Contractor's Authorized \_\_\_\_\_  
Name and Title of Contractor's Authorized \_\_\_\_\_  
Date \_\_\_\_\_

**14. Clean Air-**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The 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.

**15. Clean Water-**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.*



- b. The 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.

**16. Energy Conservation-**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**17. Cargo Preference-**

The contractor agrees:

- i. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- ii. 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, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.)
- iii. 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.

**18. Fly America Requirements-**

- a. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use 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. The Contractor shall submit, if a foreign air carrier was 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.
- b. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**19. ADA Access -Access for Individuals with Disabilities –**

The contractor agrees to assure that any sub-recipient, or third party Contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 794; the transit assistance laws codified at 49 U.S.C. § 5301, et seq.’ and the following regulations and any amendments thereto:

- a. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- b. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- c. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- d. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- e. No grant may be used to support a procurement that uses an exclusionary or discriminatory specification. 49 U.S.C § 5323 (h).

**20. Contract Work Hours and Safety Standards Act-**

The contractor or subcontractor agrees to comply with Sections 102 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3702, and Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5. Section 4104(c) of the Federal Acquisition Streamlining Act of 1994, 40 U.S.C. Section 3701(b) (3) (A) (iii), increased the wage and hour thresholds of \$2,000 for construction work and \$2,500 for nonconstruction work set forth in the Common Grant Rules to \$100,000. A federally assisted contract must exceed \$100,000 before these wage and hour requirements apply to that contract.

**21. Certification requirement for procurement of steel, iron, or manufactured products.**

- a. *Certificate of Compliance with 49 U.S.C. 53230) (1)* -The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 53230) (1) and the applicable regulations in 49 CFR Part 661.

**Date** \_\_\_\_\_  
**Signature** \_\_\_\_\_  
**Company Name** \_\_\_\_\_  
**Title** \_\_\_\_\_

- b. *Certificate of Non-Compliance with 49 U.S.C. 53230) (1)*. The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 53230) (1), but it may qualify for an exception pursuant to 49 U.S.C. 53230) (2) (B) or U) (2) (D) and the regulations in 49 CFR 661.7.

**Date** \_\_\_\_\_  
**Signature** \_\_\_\_\_  
**Company Name** \_\_\_\_\_  
**Title** \_\_\_\_\_

**22. Bus Testing-**

The Contractor [Manufacturer} agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 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 the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- b. A manufacturer who releases a report under paragraph 1 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 the recipient 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.
- e. The undersigned [Contractor/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** \_\_\_\_\_

**23. Pre-Award and Post-Delivery Audit Requirements-**

The Contractor agrees to comply with 49 U.S.C. § 5323(1) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- a. 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.

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

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT- (To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

- a. *Certificate of Compliance with 49 U.S.C. 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 \_\_\_\_\_

- b. *Certificate of Non-Compliance with 49 U.S.C. Section 5323(j) (2) (C), 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 U) (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 \_\_\_\_\_

**24. Transit Vehicle Manufacturers (TVM) Certification –**

This procurement is subject to provisions of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

TVM Certification--\_(name of firm), a TVM, hereby certifies that is has complied with the requirements of 49 CFR Part 26 Section 26.49 by submitting a current DBE Goal to the Federal Transit Administration (FTA). The goals apply to fiscal year \_\_\_\_\_and has either been approved or not disapproved by FTA.

OR, \_\_\_\_\_ (name of firm) hereby certifies that the manufacturer of the transit vehicle to be supplied \_\_\_\_\_ (name of manufacturer) has complied with the above referenced requirements of Section 26.49 of 49 CFR Part 26.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_

## 25. State and Local Law Disclaimer-

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the sub-grantees procurement documents, consultation with their local attorney is advised.

## 26. Bid Protest Procedures-Authority to Resolve Protested Solicitations and Awards

- a. Right to Protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to TCPTA *Attorney, or designated representative*. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto.
- b. Authority to Resolve Protests. TCPTA *Attorney, or designated representative, shall* have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- c. Decision. If the protest is not resolved by mutual agreement, TCPTA *Attorney, or designated representative, shall* promptly issue a decision in writing. The decision shall:
  - i. State the reasons for the action taken; AND
  - ii. Inform the protestant of its right to judicial or administrative review.
- d. Notice of Decision. A copy of the decision under Subsection (3) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- e. Finality of Decision. A decision under Subsection (3) of this section shall be final and conclusive, unless fraudulent.
- f. Stay of Procurement During Protests. In the event of a timely protest under Subsection (A) of this section TCPTA shall not proceed further with the solicitation or with the award of the contract until the *City Attorney, or designated representative, after* consultation with the Executive Director of Tuscaloosa Transit Authority makes a written determination that the award of the contract without delay is necessary to protect substantial interests of TCPTA.
- g. Entitlement of Costs. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.
- h. In the event that all local protest procedures have been exhausted the actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the *Federal Transit Administration (FTA)* through FTA Region IV, 230 Peachtree Street NW, Suite 800, Atlanta, GA 30303, or by calling (404) 865-5600.
- i.

## 27. Notification of Federal Participation-

This contract is partially funded with Section 5307 Funds, CFDA 20.507.

**28. CERTIFICATION:**

The Contractor, certifies that all the above referenced federal requirements will be complied with as stated herein. FAILURE TO CERTIFY WILL RESULT IN FAILURE TO AWARD PROCUREMENT CONTRACT.

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

Signature of Contractor's Authorized Official: \_\_\_\_\_

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

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

**APPENDIX  
TUSCALOOSA TRANSIT AUTHORITY, ALABAMA  
DETAILED FUNCTIONAL OBJECTIVES**

NONE

**APPENDIX G  
TUSCALOOSA TRANSIT AUTHORITY  
PROPOSAL PRICING FORM**

<b>New, Current Production Model Low Floor Heavy Duty Transit Buses</b>	
<b>Make</b>	
<b>Model</b>	
<b>Total Delivery Price Each Bus Including Title Fee</b>	
<b>Total Delivery Price for Two (2) Buses Including Title Fee</b>	
<b>Total Delivery Price for Three (3) Buses Including Title Fee</b>	
<b>Total Delivery Price for Four (4) Buses Including Title Fee</b>	
<b>Delivery Date (Maximum 12 Months From Date of Award)</b>	

This Price Bid Form is hereby submitted by the undersigned:

\_\_\_\_\_  
Printed legal name of Bidder

\_\_\_\_\_  
Printed name of individual/corporate  
officer/general partner/joint venturer  
AND Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**APPENDIX H**  
**TCPTA, ALABAMA PROPOSER INFORMATION**  
**& ACKNOWLEDGEMENTS**

This form can be completed manually and submitted with the bid.

**3.1 PROPOSER INFORMATION**

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

\_\_\_\_\_

Doing Business As Name of Proposer:

\_\_\_\_\_

Principal Office Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Fax Number: \_\_\_\_\_

Form of Business Entity [check one ("X")]

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Individual \_\_\_\_\_

Joint Venture \_\_\_\_\_

Other (describe): \_\_\_\_\_

Corporation Statement

If a corporation, answer the following:

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

Location of Incorporation \_\_\_\_\_

The corporation is held:

Publicly: \_\_\_\_\_

Privately: \_\_\_\_\_

Names and titles of corporate officers:

\_\_\_\_\_

\_\_\_\_\_

Partnership Statement

If a partnership, answer the following:

Date of organization \_\_\_\_\_

Location of organization \_\_\_\_\_

The partnership is:

General: \_\_\_\_\_ Limited: \_\_\_\_\_

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

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

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

JV Agreement recorded? Yes No

Name, address of each Joint Venturer and percent of ownership of each:

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

**3.2 TUSCALOOSA TRANSIT AUTHORITY EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with an Authority employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, Department: \_\_\_\_\_

Member of Household?

If "Yes", Name (s) \_\_\_\_\_

Anyone associated with your company a City Employee Yes \_\_\_\_\_ No \_\_\_\_\_  
\_\_\_\_\_

If "Yes", Name (s)

**3.3 CONTRACTOR E-VERIFY- NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with TCPTA. As a condition for the award of a contract and as a term and condition of the contract with TCPTA, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all TCPTA contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

**3.4 ACKNOWLEDGEMENTS**

I hereby certify that I have read and understand TCPTA's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this RFP. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the RFP supersede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Legal Name of Firm

\_\_\_\_\_  
Print or Type Name of Proposer

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Phone Fax

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

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
Terms



**APPENDIX I**  
**TUSCALOOSA TRANSIT AUTHORITY, REPORT OF OWNERSHIP FORM**

- A. General Information. Please provide the following information:  
 Legal name(s) (include "doing business as", if applicable): \_\_\_\_\_  
 TCPTA current taxpayer identification number (if available): \_\_\_\_\_

(Please note that if this number has been assigned by TCPTA and if you are renewing your business license, the number should be listed on the renewal form.)

- B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I.D. Number & Entity I.D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if filing entity under state law):

- C. Entity 1.0. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.
- D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable

county and state of formation, are not required unless: (1) specifically requested by TCPTA, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

*Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.*

Revised 1/20/16

**APPENDIXJ MAILING  
LABELS**

The below mailing labels are provided to assist you in submitting your Proposal and to insure proper identification of Proposal documents. Please cut out the label you desire for either TCPTA's mailing or physical address, fill in the blanks, and affix to your envelope.

**MAILING ADDRESS:**

<p>FROM:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>IFB/RFP#            _____</p> <p>FOR                    _____</p> <p>OPENING DATE      _____</p> <p><b>2:00PM local time</b></p> <p>GCLICENSE#        _____</p> <p>(If applicable)</p>	<p><b>TO:</b></p> <p><b>TUSCALOOSA TRANSIT AUTHORITY</b></p> <p><b>Attn: Russell Lawrence</b></p> <p>601 23rd AVE, TUSCALOOSA, AL 35401</p>
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**PHYSICAL ADDRESS:**

<p>FROM:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>IFB/RFP#            _____</p> <p>FOR                    _____</p> <p>OPENING DATE      _____</p> <p><b>2:00PM local time</b></p> <p>GCLICENSE#        _____</p> <p>(If applicable)</p>	<p><b>TO:</b></p> <p><b>TUSCALOOSA TRANSIT AUTHORITY</b></p> <p><b>Attn: Russell Lawrence</b></p> <p>601 23rd AVE, TUSCALOOSA, AL 35401</p>
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