

NOTICE

**THIS CONTRACT CANNOT BE UTILIZED AS A
COOPERATIVE CONTRACT**



CONTRACT NO. 200867
(RFP 307660)
PARATRANSIT VANS

CONTRACTOR: ABC Bus, Inc.
1702 South Great Southwest Parkway
Grand Prairie, TX 75051
972-206-1110
rmcornell@abc-companies.com

AWARD DATE: August 5, 2022

CONTRACT TERM: Five (5) Years from Notice to Proceed

PRICE: Not-to-Exceed \$6,860,402.00

LIQUIDATED DAMAGES: \$225.00 Per Unit, Per Day

PROJECT MANAGER: Ted Garcia
512-389-7505
ted.garcia@capmetro.org

CONTRACTS ADMINISTRATOR: Tracee Metterle
512-369-6525
tracee.metterle@capmetro.org

**CONTRACT 200867
(RFP 307660)
PARATRANSIT VANS
TABLE OF CONTENTS**

ITEM	DESCRIPTION
1	AWARD/CONTRACT FORM
2	EXHIBIT A - REVISED-3 – PRICING SCHEDULE
3	EXHIBIT A-1 – LIQUIDATED DAMAGES PER UNIT, PER DAY
4	EXHIBIT A-2 – CERTIFICATION FOR MOTOR VEHICLE EMISSION REQUIREMENTS FOR NEW MOTOR VEHICLES
5	EXHIBIT A-3 – TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION
6	EXHIBIT A-4 – NON-COLLUSION AFFIDAVIT
7	EXHIBIT A-5 – CERTIFICATION OF COMPLIANCE WITH FEDERAL MOTOR VEHICLE SAFETY STANDARDS
8	EXHIBIT A-6 – VEHICLE TESTING CERTIFICATION
9	EXHIBIT A-7 – SERVICE AND PARTS
10	EXHIBIT B - REVISED-1 - REPRESENTATIONS AND CERTIFICATIONS
11	EXHIBIT B-1 - REVISED-1 - BUY AMERICA
12	EXHIBIT E - REVISED-1 - CONTRACTUAL TERMS AND CONDITIONS
13	EXHIBIT E-1 - REVISED-1 - ADDENDUM TO CONTRACTUAL TERMS AND CONDITIONS FEDERALLY ASSISTED CONTRACTS
14	EXHIBIT E-2 - PROPRIETARY RIGHTS AND DATA SECURITY ADDENDUM
15	EXHIBIT F-1 - REVISED-3 - TECHNICAL SPECIFICATIONS
16	EXHIBIT F-2 - BRANDING SPECIFICATIONS: TYPICAL DECAL REQUIREMENTS FOR PARATRANSIT VEHICLES
17	EXHIBIT F-3 - QUALITY ASSURANCE
18	EXHIBIT F-4 - WARRANTY PROVISIONS
19	EXHIBIT G-1 - REVISED-3 - DELIVERY SCHEDULE
20	EXHIBIT G-2 - VEHICLE TECHNICAL INFORMATION
21	EXHIBIT G-3 - REQUIRED DOCUMENTATION
22	EXHIBIT H – REVISED-1 FORM FOR PROPOSAL DEVIATION

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

23	CONTRACTOR'S FINAL PROPOSAL REVISION, JUNE 9, 2022
24	CONTRACTOR'S INITIAL PROPOSAL, APRIL 5, 2022
25	PRE-AWARD BUY AMERICA AUDIT REPORT DATED JULY 21, 2022
26	ALTOONA TEST REPORT
27	AMENDMENT 5, DATED JUNE 6, 2022
28	AMENDMENT 4, DATED JUNE 3, 2022
29	AMENDMENT 3, DATED MAY 24, 2022
30	AMENDMENT 2, DATED MARCH 25, 2022
31	AMENDMENT 1, DATED FEBRUARY 28, 2022

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AUSTIN, TEXAS**

AWARD/CONTRACT FORM

1. SOLICITATION NO: RFP 307660 **2. CONTRACT NO:** 200867 **3. EFFECTIVE DATE:** Upon Execution

4. CONTRACTS ADMINISTRATOR: Tracee Metterle **PHONE:** 512-369-6525

5. SHIP TO ADDRESS: Capital Metro 2910 East 5 th Street Austin, Texas 78702	6. DELIVERY TERMS: F.O.B. Destination
	7. DISCOUNTS FOR PROMPT PAYMENT: N/A

8. CONTRACTOR NAME & ADDRESS: ABC Bus, Inc. 1702 South Great Southwest Parkway Grand Prairie, TX 75051	9. REMITTANCE ADDRESS: (If different from Item 8)
--	--

PHONE: 972-206-1110 **EMAIL:** mcornell@abc-companies.com

10. DBE GOAL: TVM CERTIFICATION

CONTRACT EXECUTION

CAUTION: A false statement in any bid or proposal submitted to CMTA may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.

NEGOTIATED AGREEMENT: (Contractor is required to sign below and return to the Contracting Officer within three (3) calendar days of receipt.)

Contractor agrees to perform, furnish and deliver all the services set forth or otherwise identified in the following items and all relevant attachments and addenda for the base and option years. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this Award/Contract, (b) the solicitation, as amended, and (c), such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein.

- Contractor's Final Proposal Revision dated June 9, 2022
- Contractor's Initial Proposal dated April 5, 2022
- Pre-Award Buy America Audit Report dated July 21, 2022
- Altoona Test Report
- Exhibit A - Revised-3, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, Exhibit A-7
- Exhibit B - Revised-1, Exhibit B-1 - Revised-1
- Exhibit E - Revised-1, Exhibit E-1 - Revised-1, Exhibit E-2
- Exhibit F-1 - Revised-3, Exhibit F-2, Exhibit F-3, Exhibit F-4
- Exhibit G-1 - Revised-3, Exhibit G-2, Exhibit G-3, Exhibit G-4
- Exhibit H - Revised-1

SIGNATURE OF CONTRACTOR:

Name/Title: ROMAN CORNELL, Pres & CEO Signature:  Date: 8/16/22

AWARD: Items listed below are changes from the original offer and solicitation as submitted.

This Award/Contract Form may be executed in multiple originals, and an executed facsimile or email copy shall have the same force and effect as an original document.

ALTERATIONS IN CONTRACT: Changes are as follows:

Refer to Exhibit E – Revised-1, section 44. Order of Precedence, which is updated to reflect the most recent version of the following highlighted Exhibits:

1. Exhibit A – Revised-3, Pricing Schedule
2. Exhibit E – Revised-1, Contractual Terms and Conditions
3. Exhibit E-1 – Revised-1, Addendum to Contractual Terms and Conditions, Federally Assisted
4. Exhibit F-1 – Revised-3, Technical Specifications
5. Exhibit F-2 – Branding Specifications
6. Exhibit B – Revised-1, Representations and Certifications
7. Exhibit B-1 – Revised-1, Buy America Certification
8. Exhibit E-2 – Proprietary Rights and Data Security Addendum
9. Other provisions or attachments to the Contract

11. ACCEPTED AS TO: Exhibit A - Revised-3 (Pricing Schedule), Section 7. Pricing: Base Period, Items 1 and 2 for a TOTAL BASE PRICING (ITEMS 1-2) of \$6,860,402.00.

SIGNATURE OF CONTRACTING OFFICER:

Muhammad Abdullah, C.P.M., CTCM,
Sr. Director & Chief Contracting Officer E-SIGNED by Muhammad Abdullah
Signature: _____ on 2022-08-17 11:55:03 GMT Date: August 17, 2022

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT A - REVISED-3


FPR

PRICING SCHEDULE

RFP 307660

THE OFFEROR IS REQUIRED TO SIGN AND DATE EACH PAGE OF THIS SCHEDULE

1. IDENTIFICATION OF OFFEROR AND SIGNATURE OF AUTHORIZED AGENT

Company Name (Printed)	ABC Bus, Inc. (ABC Companies)		
Address	1702 South Great Southwest Parkway		
City, State, Zip	Grand Prairie, TX 75051		
Phone, Email	817.683.1304 (Jenn Cobb)	JCobb@abc-companies.com	
The undersigned agrees, if this offer is accepted within the period specified, to furnish any or all supplies and/or services specified in the Schedule at the prices offered therein.			
Authorized Agent Name and Title (Printed)	Jay Oakman, SVP Commercial Operations		
Signature and Date			6/9/22

2. ACKNOWLEDGEMENT OF AMENDMENTS

The offeror must acknowledge amendment(s) to this solicitation in accordance with the ACKNOWLEDGMENT OF AMENDMENTS section of Exhibit C.

3. PROMPT PAYMENT DISCOUNT

# of Days	N/A	Percentage	%
-----------	-----	------------	---

Note, payment terms are specified in Exhibit E, Contractual Terms and Conditions.

4. DBE GOAL (TO BE COMPLETED UPON AWARD BY CAPITAL METRO)

The DBE participation commitment for this contract is the following percentage of the total contract:

TVM CERTIFICATION

5. AUTHORITY'S ACCEPTANCE (TO BE COMPLETED UPON AWARD BY CAPITAL METRO)

The Authority hereby accepts this offer.

Authorized Agent Name and Title (Printed)	
Signature and Date	
Accepted as to:	

The remainder of Exhibit A – Pricing Schedule has been redacted.

For further information regarding Exhibit A, you may:

- Reach out to the Contractor directly via the Contractor contact details provided on the cover page of this contract.

OR

- Submit a public information request directly to PIR@capmetro.org.

For more information regarding the Public Information Act and submitting public information requests, follow this link to our website: <https://www.capmetro.org/legal/>

REQUIRED SUBMITTAL

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

**EXHIBIT A-1
REQUIRED PRICING PROPOSAL SUBMITTAL**

FAILURE OF OFFEROR TO FURNISH THIS EXECUTED DOCUMENT MAY BE CONSTRUED BY CAPITAL METRO AS A NEGATIVE RESPONSE

LIQUIDATED DAMAGES PER UNIT, PER DAY

Realistic and dependable delivery dates are crucial to Capital Metro's program. Offerors are encouraged to propose accordingly. Unless the Offeror can prove force majeure, as defined in Exhibit E, Section 1(r) and referenced in Exhibit E, Section 48(c), Capital Metro reserves the right to assess liquidated damages and deduct same from the invoices, in the specified amount of \$225.00 per vehicle for each calendar day of delay the Contractor fails to deliver the vehicles within the time specified in this Contract, or any extension. The required delivery as specified shall be based on the issuance of an order by specified date. If such notice is delayed beyond this date, the required delivery date will be adjusted forward in time by the number of days of this delay.

The offeror by signature affixed below accepts the above terms and conditions.

Name of Authorized Person:

Jay Oakman

Signature of Authorized Person:



Name of Company:

ABC Bus, Inc.

Date:

04/01/2022

REQUIRED SUBMITTAL

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

**EXHIBIT A-2
REQUIRED PRICING PROPOSAL SUBMITTAL**

FAILURE OF OFFEROR TO FURNISH THIS EXECUTED DOCUMENT MAY BE CONSTRUED BY CAPITAL METRO AS A NEGATIVE RESPONSE

**CERTIFICATION FOR MOTOR VEHICLE EMISSION REQUIREMENTS
FOR NEW MOTOR VEHICLES**

The proposed vehicle and engine must comply with all applicable Federal, state and local motor vehicle emission regulations for new motor vehicles.

*ABC Bus, Inc. hereby certifies that manufacturer of the vehicle to be supplied by (ABC Bus, Inc./Turtle Top) has complied
(Name of Firm)*

with above-referenced requirement.

Date 04/01/2022

Signature 

Title SVP Commercial Operations

Firm ABC Bus, Inc.

REQUIRED SUBMITTAL

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT A-3
REQUIRED PRICING PROPOSAL SUBMITTAL

FAILURE OF OFFEROR TO FURNISH THIS EXECUTED DOCUMENT MAY BE CONSTRUED BY CAPITAL METRO AS A NEGATIVE RESPONSE

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

DISADVANTAGED, MINORITY OR WOMAN-OWNED BUSINESS ENTERPRISE PROVISIONS, TRANSIT VEHICLE MANUFACTURERS COMPLIANCE WITH SUBPART D, 49 CFR PART 26

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to submit a bid or offer, the following certification must be completed and submitted with the bid or offer. A bid or offer which does not include the certification may not be considered for award. The Authority will verify that your firm is TVM certified in accordance with FTA's requirement and will verify your firm's TVM validity by checking at https://www.transit.dot.gov/TVM. If your firm is not listed on this website, your proposal may be deemed non-responsive and may not be considered for an award.

TRANSIT VEHICLE MANUFACTURER CERTIFICATION

TURTLE TOP

_____, a TVM, hereby certifies that it has complied with the requirements of (Name of Firm)

Section 26.49 of 49 CFR Part 26 by submitting a current annual DBE goal to FTA. The goals apply to

Federal Fiscal Year 22 (October 1, 20 21 to September 30, 20 22) and have been approved or not

disapproved by FTA. TURTLE TOP, hereby certifies that the manufacturer of (Name of Firm)

the transit vehicle to be supplied TURTLE TOP, has complied with the above referenced (Name of Manufacturer)

requirement of Section 26.49 of 49 CFR Part 26. In addition, Contractor shall submit a copy of

Certificate of approval of TVM goals.

Signature: [Handwritten Signature]

Date: 3/11/22

Title: GM

Firm: TURTLE TOP

REQUIRED SUBMITTAL

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT A-4
REQUIRED PRICING PROPOSAL SUBMITTAL

FAILURE OF OFFEROR TO FURNISH THIS EXECUTED DOCUMENT MAY BE CONSTRUED BY CAPITAL METRO AS A NEGATIVE RESPONSE

NON-COLLUSION AFFIDAVIT

AFFIDAVIT OF NON-COLLUSION AND INFORMATION REQUIRED OF OFFERORS

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the OFFEROR (if the OFFEROR is an individual), a partner in the proposal (if the OFFEROR is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the OFFEROR is a corporation);
2. That the attached proposal or proposals have been arrived at by the OFFEROR independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the Request for Proposal, designed to limit independent proposing or competition;
3. That the contents of the proposal or proposals have not been communicated by the OFFEROR or its employees or agents to any person not an employee or agent of the OFFEROR or its surety on any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official closing of the proposal or proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

SIGNED: _____

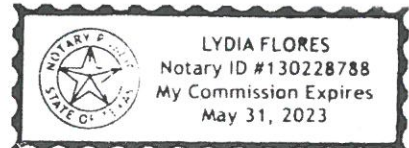
FIRM NAME: ABC Bus, Inc.

Subscribed and sworn to before me this 12 day of April, 2022.

Notary Public

My Commission Expires May 31, 2023.

OFFEROR'S Employee Identification No.:59-1973634
(Number used on employee's Quarterly Federal Tax Return)



REQUIRED SUBMITTAL

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT A-4
REQUIRED PRICING PROPOSAL SUBMITTAL

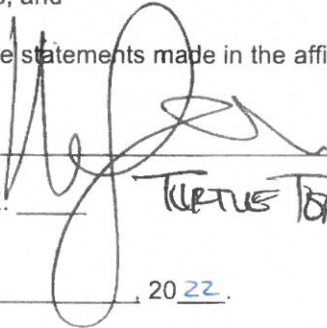
FAILURE OF OFFEROR TO FURNISH THIS EXECUTED DOCUMENT MAY BE CONSTRUED BY
CAPITAL METRO AS A NEGATIVE RESPONSE

NON-COLLUSION AFFIDAVIT


AFFIDAVIT OF NON-COLLUSION AND INFORMATION REQUIRED OF OFFERORS

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the OFFEROR (if the OFFEROR is an individual), a partner in the proposal (if the OFFEROR is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the OFFEROR is a corporation);
2. That the attached proposal or proposals have been arrived at by the OFFEROR independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the Request for Proposal, designed to limit independent proposing or competition;
3. That the contents of the proposal or proposals have not been communicated by the OFFEROR or its employees or agents to any person not an employee or agent of the OFFEROR or its surety on any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official closing of the proposal or proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

SIGNED: 
 FIRM NAME: TRUSTUS TOP

Subscribed and sworn to before me this 17th day of MARCH, 2022.


 Notary Public

My Commission Expires SEPTEMBER 8, 2022.

OFFEROR'S Employee Identification No.: 35-0406700
(Number used on employee's Quarterly Federal Tax Return)

REQUIRED SUBMITTAL

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

**EXHIBIT A-5
REQUIRED PRICING PROPOSAL SUBMITTAL**

*FAILURE OF OFFEROR TO FURNISH THIS EXECUTED DOCUMENT MAY BE CONSTRUED BY
CAPITAL METRO AS A NEGATIVE RESPONSE*

**CERTIFICATION OF COMPLIANCE WITH
FEDERAL MOTOR VEHICLE SAFETY STANDARDS**


*The ABC Bus, Inc. hereby certifies
(Name of Offeror)*

*that the vehicles offered in this proposal comply with the Motor Vehicle Safety Standard as established by
the Department of Transportation and with requirements of the laws of the State of Texas, all as are in
effect at the time of delivery of the vehicles, as to lighting equipment and all warnings, operating and
safety devices.*

ABC Bus, Inc.
Name of Firm

1702 S. Great Southwest Parkway
Address

Grand Prairie, TX 75051
City, State Zip



Authorized Signature

04/01/2022
Date

REQUIRED SUBMITTAL

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT A-5
REQUIRED PRICING PROPOSAL SUBMITTAL

FAILURE OF OFFEROR TO FURNISH THIS EXECUTED DOCUMENT MAY BE CONSTRUED BY CAPITAL METRO AS A NEGATIVE RESPONSE

CERTIFICATION OF COMPLIANCE WITH
FEDERAL MOTOR VEHICLE SAFETY STANDARDS

TURTLE TOP
The _____ hereby certifies
(Name of Offeror)

that the vehicles offered in this proposal comply with the Motor Vehicle Safety Standard as established by the Department of Transportation and with requirements of the laws of the State of Texas, all as are in effect at the time of delivery of the vehicles, as to lighting equipment and all warnings, operating and safety devices.

TURTLE TOP
Name of Firm

62519 SR15
Address

NEW PARIS, IN. 46553
City, State Zip

[Signature]
Authorized Signature

3/11/22
Date

REQUIRED SUBMITTAL

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

**EXHIBIT A-6
REQUIRED PRICING PROPOSAL SUBMITTAL**

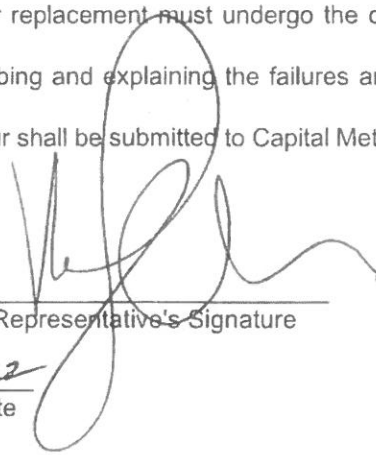
FAILURE OF OFFEROR TO FURNISH THIS EXECUTED DOCUMENT MAY BE CONSTRUED BY CAPITAL METRO AS A NEGATIVE RESPONSE

BUS TESTING CERTIFICATION

M. Sausoman
I, _____, representing the
Representative's Name
TURTLE TOP
_____, do hereby certify
Offeror's Name

that the vehicles offered in response to this solicitation are, by the definition set forth in 49 CFR Part 665, "New Buses" and are therefore subject to the "Bus Testing Procedures" set forth in 49 CFR Part 665. Should my firm be the successful offeror and receive award of a Contract, I further certify that the vehicles offered in response to this solicitation have been or will be tested pursuant to 49 CFR Part 665 and that the test results will be furnished to CAPITAL METRO as specified in the Contract.

Prior to acceptance of first bus, the structure of the bus shall have undergone appropriate structural testing and/or analysis, including FTA required Altoona testing, to ensure adequacy of design for the urban transit service. 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 any and all such failures will not occur shall be submitted to Capital Metro.



Representative's Signature
3/11/12

Date

REQUIRED SUBMITTAL

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

**EXHIBIT A-7
REQUIRED PRICING PROPOSAL SUBMITTAL**

FAILURE OF OFFEROR TO FURNISH THIS EXECUTED DOCUMENT MAY BE CONSTRUED BY CAPITAL METRO AS A NEGATIVE RESPONSE

SERVICE AND PARTS

The Offeror shall state below the representatives responsible for assisting Capital Metro, as well as the location of the nearest distribution center which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. The offeror shall also state below, or by separate attachment, its policy on transportation charges for parts other than those covered by warranty.

Location of nearest Technical Service Representative to Capital Metro.

Name: ABC Bus, Inc.

Address: _ 1702 South Great Southwest Parkway
Grand Prairie, TX 75051

Telephone: _ 800-222-2877

Location of nearest Parts Distribution Center to Capital Metro:

Name: _ ABC Bus, Inc.

Address: _ 1702 South Great Southwest Parkway
Grand Prairie, TX 75051

Telephone: _ 800-222-2877

Policy for delivery of parts and components to be purchased for service and maintenance:

Regular Method of Shipment: _ 24 Hour Shipping On In-Stock Items; 48 Hours For Glass

Cost to Capital Metro: _ Free Ground Shipping On Orders Over \$100

EXHIBIT B – REVISED-1

**REPRESENTATIONS AND CERTIFICATIONS
(FEDERALLY ASSISTED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)
MUST BE RETURNED WITH THE OFFER**

1. TYPE OF BUSINESS

(a) The offeror operates as (mark one):

- An individual
- A partnership
- A sole proprietor
- A corporation
- Another entity _____

(b) If incorporated, under the laws of the State of:

Missouri

2. PARENT COMPANY AND IDENTIFYING DATA

(a) The offeror (mark one):

- is
- is not

owned or controlled by a parent company. A parent company is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than fifty percent (50%) of the voting rights in that company.

(b) A company may control an offeror as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominate minority voting rights, use of proxy voting, or otherwise.

(c) If not owned or controlled by a parent company, the offeror shall insert its own EIN (Employer's Identification Number) below:

(d) If the offeror is owned or controlled by a parent company, it shall enter the name, main office and EIN number of the parent company, below:

ABC Bus Companies, Inc.
1506 30th Street NW
Faribault, MN 55021
[REDACTED]

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) The offeror (and all joint venture members, if the offer is submitted by a joint venture) certifies that in connection with this solicitation:

(1) the prices offered have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, with any other offeror or with any other competitor;

(2) unless otherwise required by law, the prices offered have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening of bids in the case of an invitation for bids, or prior to contract award in the case of a request for proposals, directly or indirectly to any other offeror or to any competitor; and

(3) no attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

4. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(a) In accordance with the provisions of 2 C.F.R. (Code of Federal Regulations), part 180 and part 1200, subpart C, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals for this covered transaction:

(1) are not presently excluded or disqualified (which may include being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency);

(2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for (i) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (ii) violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (iv) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (a)(2) above; and

(4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to its offer/bid/quote/qualifications statement.

(c) For any proposed subcontractor at any tier where the subcontract is expected to equal or exceed \$25,000:

(1) The offeror certifies that it has obtained a certification identical to (a) from such subcontractor.

(2) Where the prospective lower tier participant is unable to certify to (a), an explanation shall be attached to the offer.

(3) This certification (specified in paragraphs (c)(1) and (c)(2)), above, shall be included in all applicable subcontracts and a copy kept on file by the Prime Contractor. The Prime Contractor shall be required to furnish copies of the certifications to the Authority upon request.

5. COMMUNICATIONS

(a) All oral and written communications with the Authority regarding this solicitation shall be exclusively with, or on the subjects and with the persons approved by, the persons identified in this solicitation. Discussions with any other person not specified could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of the Authority's procurement system. If competition cannot be resolved through normal communication channels, the Authority's protest procedures shall be used for actual or prospective competitors claiming any impropriety in connection with this solicitation.

(b) By submission of this offer, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any Authority employee or other representative of the Authority (including Board Members, the Authority's contractors or consultants) regarding this solicitation, except as described below:

Individual's Name	Date/Subject of Communication

(Attach continuation form, if necessary.)

6. CONTINGENT FEE

(a) Except for full-time, bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (mark one):

- has
- has not

employed or retained any company or persons to solicit or obtain this contract, and (mark one):

- has
- has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) The offeror agrees to provide information relating to (a) above, when any item is answered affirmatively.

7. CODE OF ETHICS

(a) Statement of Purpose

The brand and reputation of Capital Metro is determined in large part by the actions or ethics of representatives of the agency. Capital Metro is committed to a strong ethical culture and to ethical behavior by all individuals serving Capital Metro as employees, members of the Board of Directors or volunteers. Individuals serving Capital Metro will conduct business with honesty and integrity. We will make decisions and take actions that are in the best interest of the people we serve and that are consistent with our mission, vision and this policy. The Code of Ethics (the "Code") documents Capital Metro's Standards of Ethical Conduct and policies for Ethical Business Transactions. Compliance with the Code will help protect Capital Metro's reputation for honesty and integrity. The Code attempts to provide clear principles for Capital Metro's expectations for behavior in conducting Capital Metro business. We have a duty to read, understand and comply with the letter and spirit of the Code and Capital Metro policies. You are encouraged to inquire if any aspect of the Code needs clarification.

(b) Applicability

The Code applies to Capital Metro employees, contractors, potential contractors, Board Members and citizen advisory committee members. Violation of the Code of Ethics may result in discipline up to and including termination or removal from the Board of Directors.

(c) Standards of Ethical Conduct

The public must have confidence in our integrity as a public agency and we will act at all times to preserve the trust of the community and protect Capital Metro's reputation. To demonstrate our integrity and commitment to ethical conduct we will:

- (1) Continuously exhibit a desire to serve the public and display a helpful, respectful manner.
- (2) Exhibit and embody a culture of safety in our operations.
- (3) Understand, respect and obey all applicable laws, regulations and Capital Metro policies and procedures both in letter and spirit.
- (4) Exercise sound judgment to determine when to seek advice from legal counsel, the Ethics Officer or others.
- (5) Treat each other with honesty, dignity and respect and will not discriminate in our actions toward others.
- (6) Continuously strive for improvement in our work and be accountable for our actions.
- (7) Transact Capital Metro business effectively and efficiently and act in good faith to protect the Authority's assets from waste, abuse, theft or damage.
- (8) Be good stewards of Capital Metro's reputation and will not make any representation in public or private, orally or in writing, that states, or appears to state, an official position of Capital Metro unless authorized to do so.
- (9) Report all material facts known when reporting on work projects, which if not revealed, could either conceal unlawful or improper practices or prevent informed decisions from being made.
- (10) Be fair, impartial and ethical in our business dealings and will not use our authority to unfairly or illegally influence the decisions of other employees or Board members.

(11) Ensure that our personal or business activities, relationships and other interests do not conflict or appear to conflict with the interests of Capital Metro and disclose any potential conflicts.

(12) Encourage ethical behavior and report all known unethical or wrongful conduct to the Capital Metro Ethics Officer or the Board Ethics Officer.

(d) Roles and Responsibilities

It is everyone's responsibility to understand and comply with the Code of Ethics and the law. Lack of knowledge or understanding of the Code will not be considered. If you have a question about the Code of Ethics, ask.

It is the responsibility of Capital Metro management to model appropriate conduct at all times and promote an ethical culture. Seek guidance if you are uncertain what to do.

It is Capital Metro's responsibility to provide a system of reporting and access to guidance when an employee wishes to report a suspected violation and to seek counseling, and the normal chain of command cannot, for whatever reason, be utilized. If you need to report something or seek guidance outside the normal chain of command, Capital Metro provides the following resources:

(1) Anonymous Fraud Hotline – Internal Audit

(2) Anonymous Online Ethics Reporting System

(3) Contact the Capital Metro Ethics Officer, Vice-President of Internal Audit, the EEO Officer or Director of Human Resources

(4) Safety Hotline

The Capital Metro Ethics Officer is the Chief Counsel. The Ethics Officer is responsible for the interpretation and implementation of the Code and any questions about the interpretation of the Code should be directed to the Ethics Officer.

(e) Ethical Business Transactions

Section 1. Impartiality and Official Position

(1) A Substantial Interest is defined by Tex. Loc. Govt. Code, § 171.002. An official or a person related to the official in the first degree by consanguinity or affinity has a Substantial Interest in:

(i) A business entity if the person owns ten percent (10%) or more of the voting stock or shares of the business entity or owns either 10% or more or \$15,000 or more of the fair market value of the business entity OR funds received by the person from the business entity exceed 10% of the person's gross income for the previous year; or

(ii) Real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

Capital Metro will not enter into a contract with a business in which a Board Member or employee or a Family Member of a Board Member or employee as defined in Section 8 has a Substantial Interest except in case of emergency as defined in the Acquisition Policy PRC-100 or the business is the only available source for essential goods and services or property.

(2) No Board Member or employee shall:

(i) Act as a surety for a business that has work, business or a contract with Capital Metro or act as a surety on any official bond required of an officer of Capital Metro.

(ii) Represent for compensation, advise or appear on behalf of any person or firm concerning any contract or transaction or in any proceeding involving Capital Metro's interests.

(iii) Use his or her official position or employment, or Capital Metro's facilities, equipment or supplies to obtain or attempt to obtain private gain or advantage.

(iv) Use his or her official position or employment to unfairly influence other Board members or employees to perform illegal, immoral, or discreditable acts or do anything that would violate Capital Metro policies.

(v) Use Capital Metro's resources, including employees, facilities, equipment, and supplies in political campaign activities.

(vi) Participate in a contract for a contractor or first-tier subcontractor with Capital Metro for a period of one (1) year after leaving employment on any contract with Capital Metro.

(vii) Participate for a period of two (2) years in a contract for a contractor or first-tier subcontractor with Capital Metro if the Board Member or employee participated in the recommendation, bid, proposal or solicitation of the Capital Metro contract or procurement.

Section 2. Employment and Representation

A Board Member or employee must disclose to his or her supervisor, appropriate Capital Metro staff or the Board Chair any discussions of future employment with any business which has, or the Board Member or employee should reasonably foresee is likely to have, any interest in a transaction upon which the Board Member or employee may or must act or make a recommendation subsequent to such discussion. The Board Member or employee shall take no further action on matters regarding the potential future employer.

A Board Member or employee shall not solicit or accept other employment to be performed or compensation to be received while still a Board Member or employee, if the employment or compensation could reasonably be expected to impair independence in judgment or performance of their duties.

A Board Member or employee with authority to appoint or hire employees shall not exercise such authority in favor of an individual who is related within the first degree, within the second degree by affinity or within the third degree by consanguinity as defined by the Capital Metro Nepotism Policy in accordance with Tex. Govt. Code, Ch. 573.

Section 3. Gifts

It is critical to keep an arms-length relationship with the entities and vendors Capital Metro does business with in order to prevent the appearance of impropriety, undue influence or favoritism.

No Board Member or employee shall:

(1) Solicit, accept or agree to accept any benefit or item of monetary value as consideration for the Board Member's or employee's decision, vote, opinion, recommendation or other exercise of discretion as a public servant. [Tex. Penal Code §36.02(c)]

(2) Solicit, accept or agree to accept any benefit or item of monetary value as consideration for a violation of any law or duty. [Tex. Penal Code §36.02(a)(1)]

(3) Solicit, accept or agree to accept any benefit or item of monetary value from a person the Board Member or employee knows is interested in or likely to become interested in any Capital Metro contract or transaction if the benefit or item of monetary value could reasonably be inferred as intended to influence the Board Member or employee. [Tex. Penal Code §36.08(d)]

(4) Receive or accept any gift, favor or item of monetary value from a contractor or potential contractor of Capital Metro or from any individual or entity that could reasonably be inferred as intended to influence the Board Member or employee.

Exception: Consistent with state law governing public servants, a gift does not include a benefit or item of monetary value with a value of less than \$50, excluding cash or negotiable instruments, unless it can reasonably be inferred that the item was intended to influence the Board Member or employee. A department may adopt more restrictive provisions if there is a demonstrated and documented business need. [Tex. Penal Code § 36.10(a)(6)]

Exception: A gift or other benefit conferred, independent of the Board Member's or employee's relationship with Capital Metro, that is not given or received with the intent to influence the Board Member or employee in the performance of his or her official duties is not a violation of this policy. The Capital Metro Ethics Officer or Board Ethics Officer must be consulted for a determination as to whether a potential gift falls within this exception.

Exception: Food, lodging, or transportation that is provided as consideration for legitimate services rendered by the Board Member or employee related to his or her official duties is not a violation of this policy.

If you are uncertain about a gift, seek guidance from the Ethics Officer.

Section 4. Business Meals and Functions

Board Members and employees may accept invitations for free, reasonable meals in the course of conducting Capital Metro's business or while attending a seminar or conference in connection with Capital Metro business as long as there is not an active or impending solicitation in which the inviting contractor or party may participate and attendance at the event or meal does not create an appearance that the invitation was intended to influence the Board Member or employee.

When attending such events, it is important to remember that you are representing Capital Metro and if you chose to drink alcohol, you must do so responsibly. Drinking irresponsibly may lead to poor judgment and actions that may violate the Code or other Capital Metro policies and may damage the reputation of Capital Metro in the community and the industry.

Section 5. Confidential Information

It is everyone's responsibility to safeguard Capital Metro's nonpublic and confidential information.

No Board Member or employee shall:

(1) Disclose, use or allow others to use nonpublic or confidential information that Capital Metro has not made public unless it is necessary and part of their job duties and then only pursuant to a nondisclosure agreement approved by legal counsel or with consultation and permission of legal counsel.

(2) Communicate details of any active Capital Metro procurement or solicitation or other contract opportunity to any contractor, potential contractor or individual not authorized to receive information regarding the active procurement or contract opportunity.

Section 6. Financial Accountability and Record Keeping

Capital Metro's financial records and reports should be accurate, timely, and in accordance with applicable laws and accounting rules and principles. Our records must reflect all components of a transaction in an honest and forthright manner. These records reflect the results of Capital Metro's operations and our stewardship of public funds.

A Board Member or employee shall:

(1) Not falsify a document or distort the true nature of a transaction.

(2) Properly disclose risks and potential liabilities to appropriate Capital Metro staff.

- (3) Cooperate with audits of financial records.
- (4) Ensure that all transactions are supported by accurate documentation.
- (5) Ensure that all reports made to government authorities are full, fair, accurate and timely.
- (6) Ensure all accruals and estimates are based on documentation and good faith judgment.

Section 7. Conflict of Interest

Employees and Board Members are expected to deal at arms-length in any transaction on behalf of Capital Metro and avoid and disclose actual conflicts of interest under the law and the Code and any circumstance which could impart the appearance of a conflict of interest. A conflict of interest exists when a Board Member or employee is in a position in which any official act or action taken by them is, may be, or appears to be influenced by considerations of personal gain rather than the general public trust.

Conflict of Interest [Tex. Loc. Govt. Code, Ch. 171 & 176, § 2252.908]

No Board Member or employee shall participate in a matter involving a business, contract or real property transaction in which the Board Member or employee has a Substantial Interest if it is reasonably foreseeable that an action on the matter would confer a special economic benefit on the business, contract or real property that is distinguishable from its effect on the public. [Tex. Loc. Govt. Code, § 171.004]

Disclosure

A Board Member or employee must disclose a Substantial Interest in a business, contract, or real property that would confer a benefit by their vote or decision. The Board Member or employee may not participate in the consideration of the matter subject to the vote or decision. Prior to the vote or decision, a Board Member shall file an affidavit citing the nature and extent of his or her interest with the Board Vice Chair or Ethics Officer. [Tex. Loc. Govt. Code, § 171.004]

A Board Member or employee may choose not to participate in a vote or decision based on an appearance of a conflict of interest and may file an affidavit documenting their recusal.

Section 8. Disclosure of Certain Relationships [Tex. Loc. Govt. Code, Ch. 176]

Definitions

- (1) A Local Government Officer is defined by Tex. Loc. Govt. Code § 176.001(4). A Local Government Officer is:
 - (i) A member of the Board of Directors;
 - (ii) The President/CEO; or
 - (iii) A third party agent of Capital Metro, including an employee, who exercises discretion in the planning, recommending, selecting or contracting of a vendor.
- (2) A Family Member is a person related within the first degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.
- (3) A Family Relationship is a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.
- (4) A Local Government Officer must file a Conflicts Disclosure Statement (FORM CIS) if:

(i) The person or certain Family Members received at least \$2,500 in taxable income (other than investment income) from a vendor or potential vendor in the last twelve (12) months through an employment or other business relationship;

(ii) The person or certain Family Members received gifts from a vendor or potential vendor with an aggregate value greater than \$100 in the last 12 months; or

(iii) The vendor (or an employee of the vendor) has a Family Relationship with the Local Government Officer.

- (5) A vendor doing business with Capital Metro or seeking to do business with Capital Metro is required to file a completed questionnaire (FORM CIQ) disclosing the vendor's affiliations or business relationship with any Board Member or local government officer or his or her Family Member.

Section 9. Duty to Report and Prohibition on Retaliation

Board Members and employees have a duty to promptly report any violation or possible violation of this Code of Ethics, as well as any actual or potential violation of laws, regulations, or policies and procedures to the hotline, the Capital Metro Ethics Officer or the Board Ethics Officer.

Any employee who reports a violation will be treated with dignity and respect and will not be subjected to any form of retaliation for reporting truthfully and in good faith. Any retaliation is a violation of the Code of Ethics and may also be a violation of the law, and as such, could subject both the individual offender and Capital Metro to legal liability.

Section 10. Penalties for Violation of the Code of Ethics

In addition to turning over evidence of misconduct to the proper law enforcement agency when appropriate, the following penalties may be enforced:

(1) If a Board Member does not comply with the requirements of this policy, the Board member may be subject to censure or removal from the Board in accordance with Section 451.511 of the Texas Transportation Code.

(2) If an employee does not comply with the requirements of this policy, the employee shall be subject to appropriate disciplinary action up to and including termination.

(3) Any individual or business entity contracting or attempting to contract with Capital Metro which offers, confers or agrees to confer any benefit as consideration for a Board Member's or employee's decision, opinion, recommendation, vote or other exercise of discretion as a public servant in exchange for the Board Member's or employee's having exercised his official powers or performed his official duties, or which attempts to communicate with a Board Member or Capital Metro employee regarding details of a procurement or other contract opportunity in violation of Section 5, or which participates in the violation of any provision of this Policy may have its existing Capital Metro contracts terminated and may be excluded from future business with Capital Metro for a period of time as determined appropriate by the President/CEO.

(4) Any individual who makes a false statement in a complaint or during an investigation of a complaint with regard to a matter that is a subject of this policy is in violation of this Code of Ethics and is subject to its penalties. In addition, Capital Metro may pursue any and all available legal and equitable remedies against the person making the false statement or complaint.

Section 11. Miscellaneous Provisions

(1) This Policy shall be construed liberally to effectuate its purposes and policies and to supplement such existing laws as they may relate to the conduct of Board Members and employees.

(2) Within sixty (60) days of the effective date for the adoption of this Code each Board Member and employee of Capital Metro will receive a copy of the Code and sign a statement acknowledging that they have read,

understand and will comply with Capital Metro's Code of Ethics. New Board Members and employees will receive a copy of the Code and are required to sign this statement when they begin office or at the time of initial employment.

(3) Board Members and employees shall participate in regular training related to ethical conduct, this Code of Ethics and related laws and policies.

8. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The offeror represents as part of its offer that it (mark one):

- has
- has not

participated in a previous contract or subcontract subject either to Executive Order 11246 and its related regulations;

and it (mark one):

- has
- has not

filed all required compliance reports.

9. AFFIRMATIVE ACTION COMPLIANCE

(a) The offeror represents as part of its offer that it has a workforce of (indicate below the number of employees including temporary, full-time, or part-time employees):

373

(b) The offeror:

has developed an Affirmative Action Plan at each establishment as required by the rules and regulations of the Secretary of Labor (41 C.F.R. parts 60-1 and 60-2) and **has on file**. The offeror will submit the Affirmative Action Plan to the Authority within ten (10) days of the date of the Notice of Award (NOA).

has not developed an Affirmative Action Plan at each establishment as required by the rules and regulations of the Secretary of Labor (41 C.F.R. parts 60-1 and 60-2) and **does not have on file**. The offeror will submit the Affirmative Action Plan to the Authority within one hundred and twenty (120) days of the date of the Notice to Proceed (NTP).

(c) The offeror:

- has
- has not

previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

10. RESERVED

11. CLEAN AIR AND WATER CERTIFICATION

Applicable if the offer exceeds \$150,000, or the Authority believes that orders under an indefinite contract in any year will exceed \$150,000 or a facility to be used has been the subject of a conviction under the Air Act [42 U.S.C. § 7413(c)(1)] or the Water Act [33 U.S.C. § 1319(c)] and is listed by the Environmental Protection Agency (EPA) as a violating facility, and the acquisition is not otherwise exempt.

By submission of this offer, the offeror certifies that:

(a) any facility to be used in the performance of this proposed contract (mark one):

- is
 is not

listed on the EPA List of Violating Facilities;

(b) it will immediately notify the Authority, before award, of the receipt of any communication from the EPA Administrator, or a designee of the EPA, indicating that any facility which it proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) it will include a certification substantially the same as this certification, including this paragraph (c), in every subcontract not otherwise exempt by law.

12. CERTIFICATION OF NON-SEGREGATED FACILITIES

(a) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

(b) The offeror agrees that a breach of this certification is a violation of the Civil Rights and Equal Opportunity Clause in Exhibit E of the contract.

(c) Definitions: For the purpose of this Certification of Non-Segregated Facilities, the following definitions shall apply:

(1) "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin, because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(2) "gender identity" refers to one's internal sense of one's own gender; it may or may not correspond to the sex assigned to a person at birth, and may or may not be made visible to others.

(3) "sexual orientation" refers to an individual's physical, romantic, and/or emotional attraction to people of the same and/or opposite gender; examples of sexual orientations include "straight" (or heterosexual), lesbian, gay, and bisexual.

(d) It further certifies that (except where it has obtained identical certifications from proposed subcontracts for specific time periods) it will:

(1) obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity provision in Exhibit E of the contract; and

(2) retain such certifications in its files.

13. CERTIFICATION OF RESTRICTIONS ON LOBBYING

This Certification is applicable if the offer exceeds \$100,000.

(a) By submission of this offer, the offeror certifies to the best of the offeror's knowledge or 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 any 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.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

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

(d) 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 Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

14. TEXAS ETHICS COMMISSION CERTIFICATION

In accordance with Section 2252.908, Texas Government Code, upon request of the Authority, the selected contractor may be required to electronically submit a "Certificate of Interested Parties" with the Texas Ethics Commission in the form required by the Texas Ethics Commission, and furnish the Authority with the original signed and notarized document prior to the time the Authority signs the contract. The form can be found at www.ethics.state.tx.us. Questions regarding the form should be directed to the Texas Ethics Commission.

15. CERTIFICATION REGARDING ISRAEL

As applicable and in accordance with Section 2270.002 of the Texas Government Code, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

16. CERTIFICATION REGARDING FOREIGN TERRORIST ORGANIZATIONS

Contractor certifies and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

17. VERIFICATION REGARDING FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS

As applicable and in accordance with Section 2274.002 of the Texas Government Code, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

18. BOYCOTT OF ENERGY COMPANIES PROHIBITED

Pursuant to Chapter 2274 of Texas Government Code, Contractor verifies that:

(a) it does not, and will not for the duration of the Contract, boycott energy companies, as defined in Section 2274.002 of the Texas Government Code, or

(b) the verification required by Section 2274.002 of the Texas Government Code does not apply to Contractor and this Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify the Authority.

19. CRITICAL INFRASTRUCTURE PROHIBITION

Pursuant to Chapter 2274 of Texas Government Code, Contractor certifies that, if this Contract or any contract between Contractor and Capital Metro relates to critical infrastructure, as defined in Chapter 2274 of the Texas Government Code, Contractor is not owned by or the majority of stock or other ownership interest of its firm is not held or controlled by:

- (a) individuals who are citizens of China, Iran, North Korea, Russia, or a Governor-designated country; or
- (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a Governor-designated country; or
- (c) headquartered in China, Iran, North Korea, Russia, or a Governor-designated country.

20. CERTIFICATION OF PRIME CONTRACTOR PARTICIPATION

(a) The Prime Contractor shall perform no less than thirty percent (30%) of the work with his or her own organization. The on-site production of materials produced by other than the Prime Contractor's forces shall be considered as being subcontracted.

(b) The organization of the specifications into divisions, sections, and articles, and the arrangement and titles of project drawings shall not control the Prime Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

(c) The offeror hereby certifies that the **Schedule C of Subcontractor Participation** form submitted with the Exhibit D, Disadvantaged Business Enterprise (DBE) portion of this offer represents no more than seventy percent (70%) of the work will be done by subcontractors.

21. REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) *Prohibition.* This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471 related to the prohibition of certain "covered telecommunications equipment and services", which includes:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

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

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

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

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representation.* The Offeror represents that—

(1) It

- will
 will not

provide covered telecommunications equipment or services to the Authority in the performance of any contract, sub-contract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

- does
 does not

use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(d) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

22. CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

(a) Offeror certifies that there is no real or apparent organizational conflict of interest ("Organizational Conflict"). An Organizational Conflict exists when (a) the Offeror is unable, or potentially unable, to provide impartial and objective assistance or advice to the Authority due to other activities, relationships, contracts, or circumstances; (b) the Offeror has an unfair competitive advantage through receipt of or obtaining access to nonpublic information; or (c) during the performance of an earlier contract or the conduct of a procurement, the Offeror has established the ground rules for this procurement by developing specifications, evaluation factors, or similar documents.

(b) If the Offeror is unable to certify to the above (in (a)), the Offeror, certifies that it has attached an explanation disclosing any real or apparent Organizational Conflict. Such attachment includes all relevant facts concerning any past, present, or currently planned interests that may present an Organizational Conflict.

23. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(a) Offeror certifies that it:

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

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

(b) If the Offeror is unable to certify to the above (in (a)), the Offeror certifies that it has attached an explanation stating to what part of (a) the Offeror is unable to certify.

(c) The Offeror certifies that it has required any subcontractors identified in its offer to certify to (a) or has attached a statement explaining why such identified subcontractor is unable to certify to (a).

24. LIMITATION ON CERTAIN ROLLING STOCK PROCUREMENTS

(a) *Prohibition.* This Contract is subject to Section 7613 of the National Defense Authorization Act for Fiscal Year 2020 (NDAA 2020), Public Law 116-92 (Dec. 20, 2019) and 49 U.S.C. § 5323(u) which prohibit using financial assistance made available under Chapter 53 of Title 49 U.S. Code to award a contract or subcontract to an entity for the procurement of rolling stock for use in public transportation if the manufacturer of the rolling stock:

(1) is incorporated in or has manufacturing facilities in the United States; and

(2) is owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in a country that -

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

(i) is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff Act of 1930 (19 U.S.C. 1677(18))) as of the date of enactment of this subsection;

(ii) was identified by the United States Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. 2242) as a foreign country included on the priority watch list defined in subsection (g)(3) of that section; and

(iii) is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. 2416).

(a "Restricted Manufacturer"). For purposes of this provision, the term "otherwise related legally or financially" does not include a minority relationship or investment.

(b) *Procedures.* The Offeror shall review the relevant statutes to ascertain if the Offeror or any subcontractor or supplier is a Restricted Manufacturer.

(c) *Representation.* The Offeror represents that—

(1) It

is
 is not

a Restricted Manufacturer; and

(2) It has obtained representations from all relevant subcontractors or suppliers, and that the subcontractors or suppliers—

are
 are not

Restricted Manufacturers.

(d) *Disclosures.* Disclosure for the representation in paragraph (c) of this provision: If the Offeror has responded "is" in the representation in paragraph (c)(1) of this provision, the Offeror shall provide a statement providing all information reflecting the basis for its certification. If the Offeror has responded "are" in the representation in paragraph (c)(2) of this provision, the Offeror shall provide a statement identifying the subcontractor(s) or supplier(s) and all information reflecting the basis for the certification.

25. SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

(a) These representations and certifications concern a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous or false certification, in addition to all other remedies the Authority may have, the Authority may terminate the contract for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority in the future.

(b) The offeror shall provide immediate written notice to the Authority if, at any time prior to contract award, the offeror learns that the offeror's certification was, or a subsequent communication makes, the certification erroneous.

(c) Offerors must set forth full, accurate and complete information as required by this solicitation (including this attachment). Failure of an offeror to do so may render the offer nonresponsive.

(d) I understand that a false statement on this certification may be grounds for rejection of this submittal or termination of the awarded contract.

22. SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

(a) These representations and certifications concern a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous or false certification, in addition to all other remedies the Authority may have, the Authority may terminate the contract for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority in the future.

(b) The offeror shall provide immediate written notice to the Authority if, at any time prior to contract award, the offeror learns that the offeror's certification was, or a subsequent communication makes, the certification erroneous.

(c) Offerors must set forth full, accurate and complete information as required by this solicitation (including this attachment). Failure of an offeror to do so may render the offer nonresponsive.

(d) I understand that a false statement on this certification may be grounds for rejection of this submittal or termination of the awarded contract.

(e) A false statement in any offer submitted to the Authority may be a criminal offense in violation of Section 37.10 of the Texas Penal Code. In addition, under 18 U.S.C. §. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five (5) years, or both.

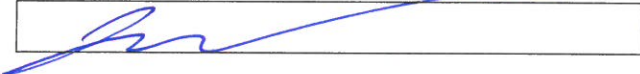
Name of Offeror:

ABC Bus, Inc.

Type/Print Name of Signatory:

Jay Oakman

Signature:



Date:

04/01/2022

EXHIBIT B-1 – REVISED-1
BUY AMERICA

The Buy America regulations require that all manufactured products used in FTA-funded projects be produced in the United States. A manufactured product is considered domestic if all of the manufacturing processes for the product take place in the United States and all of the components of the product are of U.S. origin as set forth in 49 C.F.R. § 661.5(d)(1). A component of a manufactured product "is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents." 49 C.F.R. § 661.5(d)(2).

The contractor must agree to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The offeror must submit the appropriate Buy America certification with its offer to reflect that it will comply with such applicable law, regulations, and contractual obligation. Offers that are not accompanied by a completed Buy America certification may be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

**BUY AMERICA CERTIFICATION – ROLLING STOCK
REQUIRED PRICING PROPOSAL SUBMITTAL**

FAILURE OF OFFEROR / BIDDER TO FURNISH THIS EXECUTED DOCUMENT WITH ITS PROPOSAL/ BID MAY BE CONSTRUED BY CAPITAL METRO AS A NEGATIVE RESPONSE AND THE OFFER WILL NOT BE CONSIDERED.


**BUY AMERICA CERTIFICATE FOR PROCUREMENTS OVER \$150,000.00 FOR
BUSES, OTHER ROLLING STOCK, AND ASSOCIATED EQUIPMENT
(as required by 49 C.F.R. § 661.13(b))**

This procurement is subject to the Federal Transit Administration (FTA) Buy America Requirements in 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment). Bidder/Offeror must complete and submit the appropriate certification as set forth below.

A waiver from the Buy America Provision may be sought by Capital Metro if grounds for the waiver exist. In such event, Bidder/Offeror shall submit pertinent data as required by Capital Metro.

Certificate of Compliance with Buy America Rolling Stock Requirements

The Bidder or Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: 04/01/2022
Signature: 
Company: ABC Bus, Inc.
Name: Jay Oakman
Title: SVP Commercial Operations

OR

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

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

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

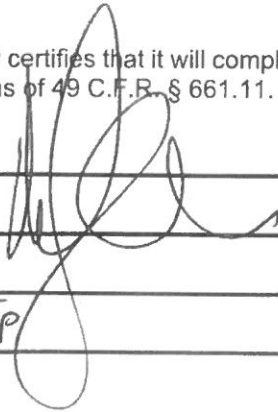
**BUY AMERICA CERTIFICATION – ROLLING STOCK
REQUIRED PRICING PROPOSAL SUBMITTAL**

FAILURE OF OFFEROR / BIDDER TO FURNISH THIS EXECUTED DOCUMENT WITH ITS PROPOSAL/ BID MAY BE CONSTRUED BY CAPITAL METRO AS A NEGATIVE RESPONSE AND THE OFFER WILL NOT BE CONSIDERED.

**CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK
REQUIREMENTS FOR PROCUREMENTS OVER \$150,000.00 INCLUDING
BUSES, ROLLING STOCK, AND ASSOCIATED EQUIPMENT, TRAIN CONTROL,
COMMUNICATION, TRACTION POWER EQUIPMENT
(as required by 49 C.F.R. § 661.13(b))**

This procurement is subject to the Federal Transit Administration (FTA) Buy America Requirements in 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications below:

- 1) A waiver from the Buy America Provision may be sought by Capital Metro if grounds for the waiver exist.
- 2) The Bidder or Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: 3/11/22
Signature: 
Title: GM
Company: TURTLE TOP

OR

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

Date: _____
Signature: _____
Title: _____
Company: _____

EXHIBIT E – REVISED-1
CONTRACTUAL TERMS AND CONDITIONS
(SUPPLY CONTRACT)

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- (a) “Applicable Anti-Corruption and Bribery Laws” means international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the Contractor’s provision of goods to the Authority, including without limitation “FCPA” or any applicable laws and regulations, including in the jurisdiction in which the Contractor operates and/or manufactures goods for the Authority, relating to anti-corruption and bribery.
- (b) “Authority”, “Capital Metro”, “Cap Metro”, “CMTA” means Capital Metropolitan Transportation Authority.
- (c) “Authority Data” means all data, content and information (i) submitted by or on behalf of the Authority or its customers to the Contractor or loaded into the System, (ii) obtained, developed, produced or processed by the Contractor or by the Application or System in connection with the Contract, or (iii) to which the Contractor has access in connection with the Contract, and all derivative versions of such data, content and information, and any derivative versions thereof, in any form or format.
- (d) “Authority Electronic Property” means (i) any websites controlled by the Authority, (ii) any Authority mobile device apps, (iii) any application programming interfaces (API) to the Authority’s information technology systems, (iv) any other kiosks, devices or properties for consumer interaction that are created, owned, or controlled by the Authority, and (v) versions and successors of the foregoing, any form or format now known or later developed, that may be used by customers obtaining products or services from the Authority.
- (e) “Bid” means the offer of the bidder, submitted on the prescribed form, stating prices for performing the supplies.
- (f) “Change Order” means a written order to the Contractor signed by the Contracting Officer, issued after execution of the Contract, authorizing a change in the term or scope of the Contract.
- (g) “Contract” or “Contract Documents” means this written agreement between the parties comprised of all the documents listed in the Table of Contents, Change Orders and/or Contract Modifications that may be entered into by the parties.
- (h) “Contract Award Date” means the date of the Contract award notice, which may take the form of a purchase order, signed Contract or Notice of Award, issued by the Authority.
- (i) “Contract Modification” means any changes in the terms or provisions of the Contract which are reduced to writing and fully executed by both parties.
- (j) “Contract Sum” means the total compensation payable to the Contractor under this Contract as originally contracted for or as subsequently adjusted by Contract Modification.
- (k) “Contract Term” means period of performance set forth in the paragraph entitled “Term” contained in Exhibit E.
- (l) “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and finding on behalf of the Authority. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (m) “Contractor” means the entity that has assumed the legal obligation to deliver the supplies as identified in the Contract.

- (n) "Days" means calendar days. In computing any period of time established under this Contract, the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Texas holiday, in which event the period shall run to the end of the next business day.
- (o) "FAR" means the Federal Acquisition Regulations codified in 48 C.F.R. Title 48.
- (p) "FCPA" means the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., as amended.
- (q) "Force Majeure Event" means strikes, lockouts, or other industrial disputes; explosions, epidemics, civil disturbances, acts of domestic or foreign terrorism, wars within the continental United States, riots or insurrections; embargos, natural disasters, including but not limited to landslides, earthquakes, floods or washouts; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and present or future orders of any regulatory body having proper jurisdiction.
- (r) "FTA" means the Federal Transit Administration.
- (s) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, software, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights, and any derivative works thereto; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- (t) "Manufacturing Materials" mean any completed or partially completed supplies and materials, parts, dies, jigs, fixtures, plans, drawings, information, and contract rights specifically produced or specially acquired by the Contractor for the performance of the Contract.
- (u) "Notice of Award" means formal notice of award of the Contract to the Contractor issued by the Contracting Officer.
- (v) "Notice to Proceed" means written authorization for the Contractor to start the performance of the Contract.
- (w) "Project Manager" means the designated individual to act on behalf of Capital Metro, to monitor and certify the technical progress of the Contractor's performance under the terms of this Contract.
- (x) "Subcontract" means the contract between the Contractor and its Subcontractors.
- (y) "Subcontractor" means Subcontractors of any tier.
- (z) "Works" means any tangible or intangible items or things that have been or will be specifically, generated, prepared, created, or developed by the Contractor (or such third parties as the Contractor may be permitted to engage) at any time following the effective date of the Contract, for the exclusive use of, and ownership by, Authority under the Contract, including but not limited to any (i) works of authorship (such as literary works, musical works, dramatic works, choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works, which includes but is not limited to manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer software, scripts, object code, source code or other programming code, HTML code, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, and (vi) all documentation and materials related to any of the foregoing.

2. TYPE OF CONTRACT

(a) This is a hybrid fixed-price contract, portions of which are definite-quantity/definite-delivery and other portions are indefinite-quantity/indefinite-delivery. In particular:

(1) Definite-Quantity/Definite-Delivery. The following line items in Exhibit A - Pricing Schedule are definite-delivery/definite quantity as follows:

(i) All items in Exhibit A-Pricing Schedule of Section 7.

(2) Indefinite-Quantity/Indefinite-Delivery. The following line items in Exhibit A - Pricing Schedule are Indefinite-Quantity/Indefinite-Delivery. The quantities of supplies and services specified are estimates only and are not purchased by this contract and there is no limit to the number of orders that may be placed under this Contract.

(i) All items in Exhibit A-Pricing Schedule of Section 8.

(ii) This Contract is subject to the following minimum/maximum paragraph:

1. Minimum order. The Authority will order a minimum of 47 units purchased under this Contract.
2. Maximum order. The Authority's maximum order amount will be all units in the total estimated quantities in the Contract including Base and Option periods.

3. TERM

The total term of the Contract shall be five (5) years from the Contract Notice to Proceed, subject to Section 4, OPTION TO PURCHASE ADDITIONAL VEHICLES. A separate Notice to Proceed shall be required for the purchase of additional vehicles. No services shall be performed under this Contract prior to issuance of a Notice to Proceed.

4. OPTION TO PURCHASE ADDITIONAL VEHICLES / ECONOMIC ADJUSTMENT

- (a) There are no extension options, the total term of this contract shall not exceed five (5) years.
- (b) A separate written Notice to Proceed (fully executed Contract Modification) will be issued for the option in Exhibit A, Pricing Schedule, Section 8. This vehicle option can be exercised at any time during the sixty (60) month contract period.
- (c) Vehicle Options for the body conversion (excludes the chassis covered in Section (f) of this clause) will be subject to prices determined by using the most current U.S. Department of Labor, Bureau of Labor Statistics Producer Price Index ("PPI") Table 6, Commodity Code 1413, "Truck and bus bodies".
- (d) Unit prices for vehicles purchased under each option shall be determined by dividing the above referenced PPI at the time of the written Notice to Proceed (fully executed Contract Modification) for the option by the above referenced PPI at the time of the base award (contract date) and multiplying the percent change in PPI by the base award price.
- (e) The unit prices shall remain fixed, as proposed, for the first delivery under this contract. Prices for orders of vehicles ordered after the base award shall be the base order price plus any escalation calculated using the US Department of Labor/Bureau of Labor Statistics Producer Price Index ("PPI") Category 1413, "Truck and bus bodies."

FORMULA EXAMPLE:

Index Point Change Calculation

PPI Index:	
Future order month:	141.1
Less PPI Index:	
Base order month:	<u>137.6</u>

Index Point Change:	3.5	
Index Percentage Change Calculation		
Index Point Change:	3.5	
Divided by PPI Index:		
Base Order Month:	<u>137.6</u>	
Change:		.0254
Percent Change (Multiplied by 100):		
Price Increase Calculation	2.54%	
Base Order Price (example only):		
	\$250,000	
Plus Percentage Change (\$250,000 x 2.54%) :	<u>\$ 6,350</u>	
Revised Order Price:		\$256,350

(f) Vehicle options for the chassis shall be subject to the following economic adjustments:

(1) The unit prices for the vehicle chassis shall remain fixed, as proposed, for the first delivery under this contract. Prices for orders of vehicles ordered after the base award shall be increased by the difference between the first delivery price and the current option purchase price without any additional mark-up.

Example: Option vehicle chassis price:	\$25,000
Less original chassis price:	\$20,000
Option vehicle chassis increase:	\$5,000

(2) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of the chassis during all reasonable times until the end of 3 years after the date of final payment under this contract.

(g) Notwithstanding anything else to the contrary herein contained, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the submission of the Contractor's proposal, such price adjustment shall be negotiated in good faith by the Authority and the Contractor and shall be made in accordance with Section 12 entitled Changes.

5. ORDERING

- (a) Any supplies to be furnished under this Contract shall be ordered by issuance of written Notice to Proceed.
- (b) All delivery orders are subject to the terms and conditions of this Contract. In the event of a conflict between an order and this Contract, the Contract shall control.
- (c) Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and the Authority's rights and obligations with respect to that order to the same extent as if the order was completed during the Contract's effective period.

6. DELIVERY

- (a) Delivery shall be made to 509 Thompson Lane, Austin, TX 78742.
- (b) Delivery hours are limited to Monday through Friday excluding holidays, from 8:00 a.m. – 3:00 p.m., prevailing local time.
- (c) All deliveries shall be made F.O.B. destination. This term means free of expense to the Authority delivered and laid down in the area indicated by the Authority. The Contractor shall:

(1) pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner to assure delivery in good condition and as required by this Contract;

(2) prepare and distribute commercial bills of lading;

(3) deliver the shipment in good order and condition to the point of delivery specified in the Contract;

(4) be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the Authority at the delivery point specified in the Contract;

(5) furnish a delivery schedule and designate the mode of delivering carrier; and

(6) pay and bear all charges to the specified point of delivery.

(7) All vehicles are to be delivered in ideal condition, complete, ready for operation or use, and in compliance with the scope and specifications and terms and conditions of the Contract. Each vehicle must be delivered clean and the interior free of trash. Contractor's delivery drivers must report any and all vehicle related incidents while on route. Delivery of vehicles shall be determined by signed receipt of the Authority's designated agent at the point of delivery and may be preceded by a cursory inspection of the vehicle. Delivery shall be completed within the time specified in notice to proceed and the contract, after delivery of the executed contract documents.

7. RETAINAGE

In lieu of a performance bond and to ensure proper performance of the standard warranty of the Contract, the Authority will retain three percent (3%) of the amount of each approved invoice for vehicles until the end of standard warranty for complete vehicle.

8. INVOICING AND PAYMENT

(a) Invoices may be submitted once per month for work completed and accepted by the Authority, and marked "Original" to:

Accounts Payable
Capital Metropolitan Transportation Authority
P.O. Box 6308
Austin, Texas 78762-6308

Or via e-mail to: ap_invoices@capmetro.org

and shall conform to policies or regulations adopted from time to time by the Authority. An invoice shall be submitted for each vehicle. Each invoice must include the following:

(1) The Invoice, Contract and Purchase Order numbers;

(2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any);

(3) any discounts offered to the Authority under the terms of the Contract;

(4) evidence of the acceptance of the vehicles by the Authority, including all post award Buy America requirements prior to delivery of the first vehicle ordered;

(5) Vehicle Identification Number (VIN), Capital Metro Unit Identification Number (Unit #) Serial Number of Engine, Serial Number of Transmission; and

(6) any other information necessary to demonstrate entitlement to payment under the terms of the Contract.

(b) All undisputed invoices shall be paid within the time period allowed by law through the Texas Prompt Payment Act, Tex. Gov't. Code § 2251.021(b).

(c) The Contractor shall be responsible for all costs/expenses not otherwise specified in this Contract, including by way of example, all costs of equipment provided by the Contractor or Subcontractor(s), all fees, fines, licenses, bonds, or taxes required or imposed against the Contractor and Subcontractor(s), travel related expenses, and all other Contractor's costs of doing business.

(d) In the event an overpayment is made to the Contractor under this Contract or the Authority discovers that the Authority has paid any invoices or charges not authorized under this Contract, the Authority may offset the amount of such overpayment or unauthorized charges against any indebtedness owed by the Authority to the Contractor, whether arising under this Contract or otherwise, including withholding payment of an invoice, in whole or in part, or the Authority may deduct such amounts from future invoices. If an overpayment is made to the Contractor under this Contract which cannot be offset under this Contract, the Contractor shall remit the full overpayment amount to the Authority within thirty (30) calendar days of the date of the written notice of such overpayment or such other period as the Authority may agree. The Authority reserves the right to withhold payment of an invoice, in whole or in part, or deduct the overpayment from future invoices to recoup the overpayment.

9. INSURANCE

(a) The Contractor shall furnish proof of Capital Metro-stipulated insurance requirements specified below. All insurance policies shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to the Authority and shall contain a contract waiver of subrogation in favor of the Authority. The Contractor shall furnish to the Authority certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Prior to the expiration of a certificate of insurance, a new certificate of insurance shall be furnished to the Authority showing continued coverage. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to the Authority and the Authority shall be named as an Additional Insured under each policy except Professional Liability insurance if required by this Contract. All insurance policies shall be written by reputable insurance company or companies acceptable to the Authority with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas. The Contractor shall notify the Authority in writing of any material alteration of such policies, including any change in the retroactive date in any "claims-made" policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto. The below requirements only represent the minimum coverage acceptable to the Authority and these requirements are not intended to represent the maximum risk or the maximum liability of the Contractor. The Contractor shall be responsible for setting its own insurance requirements, if any, for the kind and amounts of insurance to be carried by its Subcontractors in excess of the insurance required by the Authority.

The Contractor shall carry and pay the premiums for insurance of the types and in the amounts stated below.

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

(1) **Comprehensive General Liability Insurance Coverage** with limits of not less than One Million and No/100 Dollars (\$1,000,000) with an aggregate of Two Million Dollars and No/100 Dollars (\$2,000,000) with coverage that includes:

- i. Products and Completed Operations Liability
- ii. Independent contractors
- iii. Personal Injury Liability extended to claims arising from employees of Contractor and the Authority.
- iv. Contractual Liability pertaining to the liabilities assumed in the agreement.

(2) Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than One Million and No/100 Dollars (\$1,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage.

(3) Workers' Compensation Insurance: Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million and No/100 Dollars (\$1,000,000).

(4) All policies shall include Terrorism coverage.

(b) The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

(c) The Contractor, and all of its insurers shall, in regard to the above stated insurance, agree to waive all rights of recovery or subrogation against the Authority, its directors, officers, employees, agents, successors and assigns, and the Authority's insurance companies arising out of any claims for injury(ies) or damages resulting from the work performed by or on behalf of the Contractor under this Contract and/or use of any Authority premises or equipment under this Contract.

(d) Each insurance policy shall contain the following endorsements: PRIMARY AND NON-CONTIBUTORY INSURANCE and WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS, which shall be evidenced on the Certificate of Insurance. The General Liability insurance shall include contractual endorsement(s) which acknowledge all indemnification requirements under the Agreement. All required endorsements shall be evidenced on the Certificate of Insurance, which shall be evidenced on the Certificate of Insurance. Proof that insurance coverage exists shall be furnished to The Authority by way of a Certificate of Insurance before any part of the Contract work is started.

(e) If any insurance coverage required to be provided by the Contractor is canceled, terminated, or modified so that the required insurance coverages are no longer in full force and effect, the Authority may terminate this Contract or obtain insurance coverages equal to the required coverage, the full cost of which will be the responsibility of the Contractor and shall be deducted from any payment due the Contractor.

(f) If any part of the Contract is sublet, the Contractor shall be liable for its Subcontractor's insurance coverages of the types and in the amounts stated above, and shall furnish the Authority with copies of such Certificates of Insurance. No delay in the work caused by the Contractor's enforcement of its Subcontractor's insurance requirements shall be excusable delay in the Contract. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an ADDITIONAL INSURED on the Contractor's policies.

(g) All insurance required to be maintained or provided by the Contractor shall be with companies and through policies approved by The Authority. The Authority reserves the right to inspect in person, prior to the commencement of the Contract work, all of the Contractor's insurance policy required under this Contract.

(h) The Contractor must furnish proof of the required insurance within five (5) days of the award of the Contract. Certificate of Insurance must indicate the Contract number and description. The insurance certificate should be furnished to the attention of the Contracting Officer.

(i) The Contractor and its lower tier Subcontractors are required to cooperate with the Authority and report all potential claims (workers' compensation, general liability and automobile liability) pertaining to this Contract to the Authority's Risk Management Department at (512) 389-7549 within two (2) days of the incident.

10. INDEPENDENT CONTRACTOR

The Contractor's relationship to the Authority in the performance of this Contract is that of an independent contractor. The personnel performing services under this Contract shall at all times be under the Contractor's exclusive direction and control and shall be employees of the Contractor and not employees of the Authority. The Contractor shall be fully liable for all acts and omissions of its employees, Subcontractors, and their suppliers and shall be specifically responsible for sufficient supervision and inspection to assure compliance in every respect with Contract requirements. There shall be no contractual relationship between any Subcontractor or supplier of the Contractor and the Authority by virtue of this Contract. The Contractor shall pay wages, salaries and other amounts due its employees in connection with this Contract and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

11. COMPOSITION OF CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

12. CHANGES

(a) The Authority may at any time, by a written order, make changes within the general scope of this Contract in any one or more of the following:

(1) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Authority in accordance therewith;

(2) method of shipment or packing; and

(3) place of delivery.

(b) If any such change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall be modified in writing accordingly.

(c) Any notice of intent to assert a claim for adjustment under this paragraph must be asserted by the Contractor within thirty (30) days from the date of receipt of the Authority's written order; provided, however, that later notice shall not bar the Contractor's claim if the Contractor can demonstrate that the Authority was not prejudiced by the delay in notification. In no event shall any claim be asserted after final payment.

(d) Failure to agree to any adjustment under this paragraph shall be a dispute concerning a question of fact within the meaning of the disputes paragraph of this Contract. However, nothing in this paragraph shall excuse the Contractor from proceeding with the Contract as changed pending resolution of the dispute.

13. **EXTRAS**

Except as otherwise provided in this Contract, no payment for extras shall be made unless such extras and the prices therefor have been authorized in writing by the Authority.

14. **RESERVED**

15. **EQUITABLE ADJUSTMENTS**

Any requests for equitable adjustments under any provision shall be governed by the following provisions:

(a) Upon written request, the Contractor shall submit a proposal, in accordance with the requirements and limitations set forth in this paragraph, for work involving contemplated changes covered by the request. The proposal shall be submitted within the time limit indicated in the request for any extension of such time limit as may be subsequently granted. The Contractor's written statement of the monetary extent of a claim for equitable adjustment shall be submitted in the following form:

(1) Proposals totaling \$5,000 or less shall be submitted in the form of a lump sum proposal with supporting information to clearly relate elements of cost with specific items of work involved to the satisfaction of the Contracting Officer, or his/her authorized representative.

(2) For proposals in excess of \$5,000, the claim for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the Contract.

(b) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

16. **INSPECTION**

(a) All supplies (which term throughout this paragraph includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Authority or its authorized representative, to the extent practicable, at all times (including the period of manufacture) and places and, in any event, prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract, the Authority shall have the right either to reject those supplies (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Authority, corrected in place by and at the expense of the Contractor promptly after notice and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such

supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Authority either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Authority thereby, or (ii) may terminate this Contract for default as provided in the termination paragraph of this Contract. Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Authority may require the delivery of such supplies at a reduction in price that is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the Disputes paragraph of this Contract.

(c) If any inspection or test is made by the Authority or its authorized representative on the premises of the Authority or a Subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Authority's inspectors in the performance of their duties. If the Authority's inspection or test is made at a point other than the premises of the Contractor or a Subcontractor, it shall be at the expense of the Authority, except as otherwise provided in this Contract; provided, that in case of rejection, the Authority shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Authority shall be performed in such a manner as not to unduly delay the work. The Authority reserves the right to charge to the Contractor any additional cost of the Authority's inspection and test when supplies are not ready at the time such inspection and test is required by the Contract or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the Authority therefor.

(d) The inspection and test by the Authority of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements that may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except for latent defects, fraud, or such gross mistakes as amount to fraud.

17. MATERIALS

All equipment, material, and articles incorporated into the supplies covered by this Contract shall be new and of the most suitable grade for the purpose intended unless otherwise specifically provided in this Contract. If applicable, references in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer is equal to that named in the specifications, unless otherwise specifically provided in this Contract.

18. SUSPENSION OF WORK

(a) The Contracting Officer may order the Contractor in writing to suspend all or any part of the Contract for such period of time as it may determine to be appropriate for the convenience of the Authority.

(b) If the performance of all or any part of the Contract is, for an unreasonable period of time, suspended or delayed by an act of the Contracting Officer in the administration of this Contract, or by its failure to act within the time specified in this Contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the Contract modified in writing accordingly. Any adjustment shall be made in accordance with the paragraph entitled "Equitable Adjustments". However, no adjustment shall be made under this paragraph for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

(c) No claim under this paragraph shall be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this subparagraph shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this paragraph.

19. RISK OF LOSS OR DAMAGE

Except as otherwise provided in this Contract, the Contractor shall be responsible for the supplies covered by this Contract until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to the Authority at the designated point and prior to acceptance by the Authority or rejection and giving notice thereof by the Authority, the Authority shall be responsible for the loss, destruction of, or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the Authority acting within the scope of their employment. The Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the Authority shall be responsible for the loss, destruction of, or damage to the supplies only if such loss, destruction, or damage results from the gross negligence of officers, agents, or employees of the Authority acting within the scope of their employment.

20. TERMINATION FOR DEFAULT

(a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in either one of the following circumstances:

(1) if the Contractor fails to make delivery of the supplies within the time specified herein or any extension thereof; or

(2) if the Contractor fails to perform any of the other provisions of this Contract and does not cure such failure within a period of ten (10) days (or such longer period as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.

(b) In the event the Authority terminates this Contract in whole or in part as provided in paragraph (a) of this paragraph, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, supplies similar to those so terminated, and the Contractor shall be liable to the Authority for any excess costs for such similar supplies; provided, that the Contractor shall continue the performance of this Contract to the extent, if any, it has not been terminated under the provisions of this paragraph.

(c) Except with respect to the defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to Force Majeure Events; provided, however, in every case the failure to must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor and if such default arises out of causes beyond the control of both the Contractor and Subcontractor and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this Contract is terminated as provided in subparagraph (a), the Authority, in addition to any other rights provided in this subparagraph, may require the Contractor to transfer title and deliver to the Authority in the manner and to the extent directed by the Authority any Manufacturing Materials as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Contractor shall, upon direction of the Authority, protect and preserve property in possession of the Contractor in which the Authority has an interest. Payment for completed Manufacturing Materials delivered to and accepted by the Authority shall be at the Contract price. The Authority may withhold from amounts otherwise due the Contractor for such completed Manufacturing Materials such sum as the Authority determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this Contract under the provisions of this paragraph, it is determined by the Authority that the Contractor was not in default or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be those provided in the paragraph entitled "Termination for Convenience" contained in this Exhibit E.

(f) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

21. TERMINATION FOR CONVENIENCE

(a) The Authority may, whenever the interests of the Authority so require, terminate this Contract, in whole or in part, for the convenience of the Authority. The Authority shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

(b) The Contractor shall incur no further obligations in connection with the terminated orders, and, on the date set forth in the notice of termination, the Contractor will stop work to the extent specified. The Contractor also shall terminate outstanding orders and Subcontracts as they relate to the terminated order. The Contractor shall settle the liabilities and claims arising out of the termination of Subcontracts and orders connected with the terminated orders. The Authority may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or Subcontracts to the Authority. The Contractor must still complete any orders not terminated by the notice of termination and may incur such obligations as are necessary to do so.

(c) The Authority may require the Contractor to transfer title and deliver to the Authority in the manner and to the extent directed by the Authority: (1) any completed supplies; and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing Materials") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this Contract. The Contractor shall, upon direction of the Authority, protect and preserve property in the possession of the Contractor in which the Authority has an interest. If the Authority does not exercise this right, the Contractor shall use its best efforts to sell such supplies and Manufacturing Materials.

(d) The Authority shall pay the Contractor the following amounts:

(1) Contract prices for supplies accepted under the Contract;

(2) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages), less amounts paid or to be paid for accepted supplies; provided, however, that if it appears that the Contractor would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(3) costs of settling and paying claims arising out of the termination of Subcontracts (these costs must not include costs paid in accordance with subparagraph (2) of this paragraph); and

(4) the reasonable settlement costs of the Contractor and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of Subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract.

(5) The total sum to be paid the Contractor under this paragraph shall not exceed the total Contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and Manufacturing Materials under this paragraph, and the Contract price of orders not terminated.

22. PAYMENT TO SUBCONTRACTORS

(a) Payments by contractors to subcontractors associated with Authority contracts are subject to the time periods established in the Texas Prompt Payment Act, Tex. Gov't Code § 2251.

(b) A false certification to the Authority under the provisions of the paragraph entitled "Invoicing and Payment" hereof may be a criminal offense in violation of Tex. Penal Code § 10.

23. CONTRACTOR CERTIFICATION

The Contractor certifies that the fees in this Contract have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

24. INTELLECTUAL; DATA PRIVACY PROPERTY PROVISIONS

As between the Contractor and the Authority, the Works and Intellectual Property Rights therein are and shall be owned exclusively by Capital Metro, and not the Contractor. The Contractor specifically agrees that all Works shall be considered “works made for hire” and that the Works shall, upon creation, be owned exclusively by the Authority. To the extent that the Works, under applicable law, may not be considered works made for hire, the Contractor hereby agrees that this Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to the Authority all right, title and interest in and to all worldwide ownership rights in the Works, and all Intellectual Property Rights in the Works, without the necessity of any further consideration, and the Authority shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Works.

(b) The Contractor, upon request and without further consideration, shall perform any acts that may be deemed necessary or desirable by the Authority to evidence more fully the transfer of ownership of all Works to the Authority to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by the Authority. In the event the Authority shall be unable for any reason to obtain the Contractor’s signature on any document necessary for any purpose set forth in the foregoing sentence, the Contractor hereby irrevocably designates and appoints the Authority and its duly authorized officers and agents as the Contractor’s agent and the Contractor’s attorney-in-fact to act for and in the Contractor’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by the Contractor.

(c) To the extent that any pre-existing rights and/or third-party rights or limitations are embodied, contained, reserved or reflected in the Works, the Contractor shall either:

(1) grant to the Authority the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to:

(i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof in connection with the sale, offering for sale, marketing, advertising, and promotion of the Authority’s goods and services, and in all forms of media, media channels and/or publicity that may now exist or hereafter be created or developed, including but not limited to television, radio, print, Internet, and social media (e.g., Facebook, Twitter, YouTube, etc.) and

(ii) authorize others to do any or all of the foregoing, or

(2) where the obtaining of worldwide rights is not reasonably practical or feasible, provide written notice to the Authority of such pre-existing or third party rights or limitations, request the Authority’s approval of such pre-existing or third party rights, obtain a limited right and license to use such pre-existing or third-party rights on such terms as may be reasonably negotiated, and obtain the Authority’s written approval of such pre-existing or third-party rights and the limited use of same. The Contractor shall provide the Authority with documentation indicating a third party’s written approval for the Contractor to use any pre-existing or third-party rights that may be embodied, contained, reserved or reflected in the Works. The Contractor shall indemnify, defend and hold the Authority harmless from and against any and all claims, demands, regulatory proceedings and/or causes of action, and all losses, damages, and costs (including attorneys’ fees and settlement costs) arising from or relating to, directly or indirectly, any claim or assertion by any third party that the Works infringe any third-party rights. The foregoing indemnity obligation shall not apply to instances in which the Authority either:

(i) exceeded the scope of the limited license that was previously obtained by the Contractor and agreed to by the Authority, or

(ii) obtained information or materials, independent of the Contractor’s involvement or creation, and provided such information or materials to the Contractor for inclusion in the Works, and such information or materials were included by the Contractor, in an unaltered and unmodified fashion, in the Works.

(d) The Contractor hereby warrants and represents to the Authority that individuals or characters appearing or depicted in any advertisement, marketing, promotion, publicity or media, of any type or form that may now exist or hereafter be created or developed by or on behalf of the Contractor for the use by or benefit of the Authority, have provided their written consent for the use, reproduction, display, performance, and distribution of, and/or preparation of derivative works to, their persona or personality rights, including name, biographical information, picture, portrait, likeness, performance, voice and/or identity (“Personality Rights”), and have been compensated for such Personality

Rights, if appropriate. If such permission has been obtained for a limited time, the Contractor shall be responsible for any costs associated with claims resulting from such use, etc., of the Personality Rights after the expiration of those time limits. The Contractor agrees to defend, indemnify and hold the Authority harmless from any claims, including but not limited to claims for invasion of privacy, infringement of the right of publicity, libel, unfair competition, false advertising, intentional or negligent infliction of emotional distress, copyright or trademark infringement, and/or claims for attorney's fees, resulting from such use, etc., of the Personality Rights.

(e) The Contractor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Works which the Contractor may now have or which may accrue to the Contractor's benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Works and the right to object to any modification, translation or use of the Works, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a Moral Right.

(f) The Contract is intended to protect the Authority's proprietary rights pertaining to the Works, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to the Authority's business. Therefore, the Contractor acknowledges and stipulates that a court of competent jurisdiction should immediately enjoin any material breach of the intellectual property and confidentiality provisions of this Contract, upon a request by the Authority, without requiring proof of irreparable injury as same should be presumed.

(g) Upon the request of the Authority, but in any event upon termination of this Contract, the Contractor shall surrender to the Authority all documents and things pertaining to the Works, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by the Contractor or furnished by the Authority to the Contractor, including all materials embodying the Works, any Authority confidential information, or Intellectual Property Rights, regardless of whether complete or incomplete. This paragraph is intended to apply to all Works made or compiled by the Contractor, as well as to all documents and things furnished to the Contractor by the Authority or by anyone else that pertains to the Works.

(h) The Contractor and its subcontractors and their respective employees and personnel may have access to the Authority Data (including without limitation, personally identifiable information ("PII")) in connection with the performance of the Contract. PII shall be any information that identifies or describes a person or can be directly linked to a specific individual, including ridership and usage data. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address, method of payment, ridership and travel pattern data. Customer Personally Identifiable Information, or Customer PII, means any PII relating to the Authority's customers. To the extent any Authority Data (including PII) is made available to the Contractor under the Contract, the Contractor shall take reasonable steps to maintain the confidentiality, security, safety, and integrity of all PII and other Authority Data in accordance with the Authority's Proprietary Rights and Data Security Addendum, which will be attached as an addendum to the Contract, as applicable.

(i) The Contractor and its subcontractors, employees and consultants may require access to the Authority Electronic Property and related Authority Data in connection with the performance of services under the Contract. In such event, the Contractor agrees that it will, and it will cause its subcontractors and any of their respective employees and personnel to, execute the Authority's Access and Use Agreement, which will be attached as an addendum to the Contract, as applicable.

(j) This Section 24 will survive termination or expiration of this Agreement for any reason.

25. FEDERAL, STATE, AND LOCAL TAXES

The Contract Sum includes all applicable federal, state, and local taxes and duties. The Authority is exempt from taxes imposed by the State of Texas and local sales and use taxes under Texas Tax Code § 151.309, and any such taxes included on any invoice received by the Authority shall be deducted from the amount of the invoice for purposes of payment. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. The Contractor bears sole and total responsibility for obtaining information pertaining to such exemption.

26. EQUAL OPPORTUNITY

During the performance of this Contract, the Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability or any other characteristic protected by federal, state or local law.

27. CONFLICT OF INTEREST

(a) Reference is made to Exhibit B, Representations and Certifications, Code of Ethics, which is incorporated herein and made a part of this Contract. Capitalized terms used in this paragraph and not otherwise defined shall have the meanings as described to them in the Code of Ethics.

(b) The Contractor represents that no Employee has a Substantial Interest in the Contractor or this Contract, which Substantial Interest would create or give rise to a Conflict of Interest. The Contractor further represents that no person who has a Substantial Interest in the Contractor and is or has been employed by the Authority for a period of two (2) years prior to the date of this Contract has or will (1) participate, for the Contractor, in a recommendation, bid, proposal or solicitation on any Authority contract, procurement or personnel administration matter, or (2) receive any pecuniary benefit from the award of this Contract through an ownership of a Substantial Interest (as that term is defined in Paragraph II, subparagraphs (1) and (3) of the Code of Ethics) in a business entity or real property.

(c) The Contractor agrees to ensure that the Code of Ethics is not violated as a result of the Contractor's activities in connection with this Contract. The Contractor agrees to immediately inform the Authority if it becomes aware of the existence of any such Substantial Interest or Conflict of Interest, or the existence of any violation of the Code of Ethics arising out of or in connection with this Contract.

(d) The Authority may, in its sole discretion, require the Contractor to cause an immediate divestiture of such Substantial Interest or elimination of such Conflict of Interest, and failure of the Contractor to so comply shall render this Contract voidable by the Authority. Any willful violation of these provisions, creation of a Substantial Interest or existence of a Conflict of Interest with the express or implied knowledge of the Contractor shall render this Contract voidable by the Authority.

(e) In accordance with paragraph 176.006, Texas Local Government Code, "vendor" is required to file a conflict of interest questionnaire within seven business days of becoming aware of a conflict of interest under Texas law. The conflict of interest questionnaire can be obtained from the Texas Ethics Commission at www.ethics.state.tx.us. The questionnaire shall be sent to the Authority's Contract Administrator.

28. GRATUITIES

The Authority may cancel this Contract, without liability to the Contractor, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any agent or representative to any Authority official or employee with a view toward securing favorable treatment with respect to the performance of this Contract. In the event this Contract is canceled by the Authority pursuant to this provision, the Authority shall be entitled, in addition to any other rights and remedies, to recover from the Contractor a sum equal in amount to the cost incurred by the Contractor in providing such gratuities.

29. REQUEST FOR INFORMATION

(a) The Contractor shall not provide information generated or otherwise obtained in the performance of its responsibilities under this Contract to any party other than the Authority and its authorized agents except as otherwise provided by this Contract or after obtaining the prior written permission of the Authority.

(b) This Contract, all data and other information developed pursuant to this Contract shall be subject to the Texas Public Information Act. The Authority shall comply with all aspects of the Texas Public Information Act.

(c) The Contractor is instructed that any requests for information regarding this Contract and any deliverables shall be referred to the Authority.

(d) The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

(1) The requirement of Subchapter J, Chapter 552, Government Code as amended currently applies to expenditures of at least \$1 million in public funds for the purchase of goods or services.

30. LIMITATION OF LIABILITY

In no event shall the Authority or its officers, directors, agents or employees be liable in contract or tort, to the Contractor or its Subcontractors for special, indirect, incidental or consequential damages, resulting from the Authority's performance, nonperformance, or delay in performance of its obligations under this Contract, or the Authority's termination of the Contract with or without cause, or the Authority's suspension of the Services. This limitation of liability shall not apply to intentional tort or fraud. The Contractor shall include similar liability provisions in all its Subcontracts.

31. LAWS, STATUTES AND OTHER GOVERNMENTAL REQUIREMENTS

The Contractor agrees that it shall be in compliance with all laws, statutes, and other governmental requirements, regulations or standards prevailing during the term of this Contract.

32. CLAIMS

In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against the Contractor, the Contractor shall give written notice thereof, to the Authority within three (3) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the name and address of the person, firm, corporation, or other entity making such claim or instituting or threatening to institute any type of action or proceeding; the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail and shall be directly sent to the attention of the President/CEO, Capital Metropolitan Transportation Authority, 2910 E. 5th Street, Austin, Texas 78702.

33. CONTRACTOR CONTACT/AUTHORITY DESIGNEE

The Contractor shall provide the Authority with a telephone number to ensure immediate communication with a person (not a recording) anytime during Contract performance. Similarly, the Authority shall designate an Authority representative who shall be similarly available to the Contractor.

34. LICENSES AND PERMITS

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of work or to the products to be provided under this Contract including, but not limited to, any laws or regulations requiring the use of licensed Subcontractors to perform parts of the work.

35. INDEMNIFICATION

(a) **THE CONTRACTOR WILL INDEMNIFY, DEFEND AND HOLD THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (THE AUTHORITY AND EACH SUCH PERSON OR ENTITY IS AN "INDEMNIFIED PARTY") HARMLESS FROM AND AGAINST AND PAY ANY AND ALL DAMAGES (AS DEFINED HEREIN) DIRECTLY OR INDIRECTLY RESULTING FROM, RELATING TO, ARISING OUT OF OR ATTRIBUTABLE TO ANY OF THE FOLLOWING:**

(1) **ANY BREACH OF ANY REPRESENTATION OR WARRANTY THAT THE CONTRACTOR HAS MADE IN THIS CONTRACT;**

(2) **ANY BREACH, VIOLATION OR DEFAULT BY OR THROUGH THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OF ANY OBLIGATION OF THE CONTRACTOR IN THIS CONTRACT OR ANY OTHER AGREEMENT BETWEEN THE CONTRACTOR AND THE AUTHORITY;**

(3) THE USE, CONDITION, OPERATION OR MAINTENANCE OF ANY PROPERTY, VEHICLE, FACILITY OR OTHER ASSET OF THE AUTHORITY TO WHICH THE CONTRACTOR HAS ACCESS OR AS TO WHICH THE CONTRACTOR PROVIDES SERVICES; OR

(4) ANY ACT OR OMISSION OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CUSTOMERS, INVITEES, REPRESENTATIVES OR VENDORS.

(b) "ACTION" MEANS ANY ACTION, APPEAL, PETITION, PLEA, CHARGE, COMPLAINT, CLAIM, SUIT, DEMAND, LITIGATION, MEDIATION, HEARING, INQUIRY, INVESTIGATION OR SIMILAR EVENT, OCCURRENCE OR PROCEEDING.

(c) "DAMAGES" MEANS ALL DIRECT OR INDIRECT DAMAGES, LOSSES, LIABILITIES, DEFICIENCIES, SETTLEMENTS, CLAIMS, AWARDS, INTEREST, PENALTIES, JUDGMENTS, FINES, OR OTHER COSTS OR EXPENSES OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR VESTED, MATURED OR UNMATURED, AND WHETHER OR NOT RESULTING FROM THIRD-PARTY CLAIMS, INCLUDING COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, OTHER PROFESSIONAL ADVISORS AND EXPERT WITNESSES) RELATED TO ANY INVESTIGATION, ACTION, SUIT, ARBITRATION, APPEAL, CLAIM, DEMAND, INQUIRY, COMPLAINT, MEDIATION, INVESTIGATION OR SIMILAR EVENT, OCCURRENCE OR PROCEEDING.

(d) "THREATENED" MEANS A DEMAND OR STATEMENT HAS BEEN MADE (ORALLY OR IN WRITING) OR A NOTICE HAS BEEN GIVEN (ORALLY OR IN WRITING), OR ANY OTHER EVENT HAS OCCURRED OR ANY OTHER CIRCUMSTANCES EXIST THAT WOULD LEAD A PRUDENT PERSON OR ENTITY TO CONCLUDE THAT AN ACTION OR OTHER MATTER IS LIKELY TO BE ASSERTED, COMMENCED, TAKEN OR OTHERWISE PURSUED IN THE FUTURE.

(e) IF ANY ACTION IS COMMENCED OR THREATENED THAT MAY GIVE RISE TO A CLAIM FOR INDEMNIFICATION (A "CLAIM") BY ANY INDEMNIFIED PARTY AGAINST THE CONTRACTOR, THEN SUCH INDEMNIFIED PARTY WILL PROMPTLY GIVE NOTICE TO THE CONTRACTOR AFTER SUCH INDEMNIFIED PARTY BECOMES AWARE OF SUCH CLAIM. FAILURE TO NOTIFY THE CONTRACTOR WILL NOT RELIEVE THE CONTRACTOR OF ANY LIABILITY THAT IT MAY HAVE TO THE INDEMNIFIED PARTY, EXCEPT TO THE EXTENT THAT THE DEFENSE OF SUCH ACTION IS MATERIALLY AND IRREVOCABLY PREJUDICED BY THE INDEMNIFIED PARTY'S FAILURE TO GIVE SUCH NOTICE. THE CONTRACTOR WILL ASSUME AND THEREAFTER DILIGENTLY AND CONTINUOUSLY CONDUCT THE DEFENSE OF A CLAIM WITH COUNSEL THAT IS SATISFACTORY TO THE INDEMNIFIED PARTY. THE INDEMNIFIED PARTY WILL HAVE THE RIGHT, AT ITS OWN EXPENSE, TO PARTICIPATE IN THE DEFENSE OF A CLAIM WITHOUT RELIEVING THE CONTRACTOR OF ANY OBLIGATION DESCRIBED ABOVE. IN NO EVENT WILL THE CONTRACTOR APPROVE THE ENTRY OF ANY JUDGMENT OR ENTER INTO ANY SETTLEMENT WITH RESPECT TO ANY CLAIM WITHOUT THE INDEMNIFIED PARTY'S PRIOR WRITTEN APPROVAL, WHICH WILL NOT BE UNREASONABLY WITHHELD. UNTIL THE CONTRACTOR ASSUMES THE DILIGENT DEFENSE OF A CLAIM, THE INDEMNIFIED PARTY MAY DEFEND AGAINST A CLAIM IN ANY MANNER THE INDEMNIFIED PARTY REASONABLY DEEMS APPROPRIATE. THE CONTRACTOR WILL REIMBURSE THE INDEMNIFIED PARTY PROMPTLY AND PERIODICALLY FOR THE DAMAGES RELATING TO DEFENDING AGAINST A CLAIM AND WILL PAY PROMPTLY THE INDEMNIFIED PARTY FOR ANY DAMAGES THE INDEMNIFIED PARTY MAY SUFFER RELATING TO A CLAIM.

(f) THE INDEMNIFICATION OBLIGATIONS AND RIGHTS PROVIDED FOR IN THIS CONTRACT DO NOT REQUIRE (AND SHALL NOT BE CONSTRUED AS REQUIRING) THE CONTRACTOR TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY INDEMNIFIED PARTY (OR ANY THIRD PARTY) AGAINST ANY ACTION OR CLAIM (OR THREATENED ACTION OR CLAIM) CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF ANY INDEMNIFIED PARTY, ITS AGENTS OR EMPLOYEES, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF ANY INDEMNIFIED PARTY, OTHER THAN THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS OF ANY TIER.

(g) THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS CONTRACT.

36. NOTICE OF LABOR DISPUTES

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor immediately shall give notice, including all relevant information, to the Authority.

(b) The Contractor agrees to insert the substance of this paragraph, including this subparagraph (b), in any Subcontract under which a labor dispute may delay the timely performance of this Contract; except that each Subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor shall immediately notify the next higher tier Subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

37. PUBLICITY RELEASES

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Contract or the work hereunder which the Contractor or any of its Subcontractors desires to make for purposes of publication in whole or in part, shall be subject to written approval by the Contracting Officer prior to release.

38. INTEREST OF PUBLIC OFFICIALS

The Contractor represents and warrants that no employee, official, or member of the Board of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this Contract. The Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts or otherwise) to any employee, official, or member of the Board of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this Contract. For breach of any representation or warranty in this paragraph, the Authority shall have the right to terminate this Contract without liability and/or have recourse to any other remedy it may have at law or in equity.

39. MANUFACTURER'S WARRANTY

Any and all standard manufacturer's warranties shall accrue to the benefit of the Authority. The manufacturer's warranties referenced herein shall be in addition to the contractual remedies set forth in this Contract and in addition to any and all other statutory remedies or warranties imposed on the Contractor for the benefit of the Authority.

A fleet defect is defined as cumulative failures of any kind in the same components in the same or similar application where such items are covered by the warranty and where such failures occur in the base warranty period defined as one year from acceptance or 12,000 miles, whichever occurs first. The proportion defining a fleet defect shall be twenty percent (20%). The Contractor shall correct the fleet defect on the affected vehicles and after correcting the defect, the Authority and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other buses purchased under this contract. The fleet defect warranty provisions shall not apply to the Authority-supplied items such as radio and fare collection equipment. The Contractor shall provide assistance for prompt resolution for fleet defect failures caused by its component supplier to the Authority.

40. RECORD RETENTION; ACCESS TO RECORDS AND REPORTS

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

(b) If this is a cost-reimbursement, incentive, time and materials, labor hour, or price determinable Contract, or any combination thereof, the Contractor shall maintain, and the Authority and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Contract.

(c) If the Contractor submitted certified cost or pricing data in connection with the pricing of this Contract or if the Contractor's cost of performance is relevant to any change or modification to this Contract, the Authority and its

representatives shall have the right to examine all books, records, documents, and other data of the Contractor related to the negotiation, pricing, or performance of such Contract, change, or modification for the purpose of evaluating the costs incurred and the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the costs incurred and the cost or pricing data submitted, along with the computations and projections used therein.

(d) The Contractor shall maintain all books, records, accounts and reports required under this paragraph for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(e) The Contractor agrees to provide sufficient access to the Authority and its contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required.

(f) The Contractor agrees to permit the Authority and its contractors access to the sites of performance under this Contract as reasonably may be required.

(g) If an audit pursuant to this paragraph reveals that the Authority has paid any invoices or charges not authorized under this Contract, the Authority may offset or recoup such amounts against any indebtedness owed by it to Contractor, whether arising under this Contract or otherwise, over a period of time equivalent to the time period over which such invoices or charges accrued.

(h) This paragraph will survive any termination or expiration of this Contract.

41. EXCUSABLE DELAYS

(a) Except for defaults of Subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this Contract under its terms if the failure arises from Force Majeure Events. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work.

(b) If the failure to perform is caused by the failure of a Subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and Subcontractor and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless:

- (1) the subcontracted supplies were obtainable from other sources;
- (2) the Authority ordered the Contractor in writing to purchase these supplies from the other source; and
- (3) the Contractor failed to comply reasonably with this order.

(c) Upon the request of the Contractor, the Authority shall ascertain the facts and extent of the failure. If the Authority determines that any failure to perform results from one or more of the causes above, the delivery schedule or period of performance shall be revised, subject to the rights of the Authority under this Contract.

42. INTERPRETATION OF CONTRACT – DISPUTES

All questions concerning interpretation or clarification of this Contract or the acceptable fulfillment of this Contract by the Contractor shall be immediately submitted in writing to the Authority's Contracting Officer for determination. All determinations, instructions, and clarifications of the Contracting Officer shall be final and conclusive unless the Contractor files with the Capital Metro President/CEO within two (2) weeks after the Authority notifies the Contractor of any such determination, instruction or clarification, a written protest, stating in detail the basis of the protest. The President/CEO shall consider the protest and notify the Contractor within two (2) weeks of the protest filing of his or her final decision. The President/CEO's decisions shall be conclusive subject to judicial review. Notwithstanding any disagreement the Contractor may have with the decisions of the President/CEO, the Contractor shall proceed with the Work in accordance with the determinations, instructions, and clarifications of the President/CEO. The Contractor shall be solely responsible for requesting instructions or interpretations and liable for any cost or expenses arising from its failure to do so. The Contractor's failure to protest the Contracting Officer's determinations, instructions, or clarifications within the two-week period shall constitute a waiver by the Contractor of all of its rights to further protest.

43. TOBACCO FREE WORKPLACE

- (a) Tobacco products include cigarettes, cigars, pipes, snuff, snus, chewing tobacco, smokeless tobacco, dipping tobacco and any other non-FDA approved nicotine delivery device.
- (b) The tobacco free workplace policy refers to all Capital Metro owned or leased property. Note that this includes all buildings, facilities, work areas, maintenance facilities, parking areas and all Authority owned vehicles.
- (c) Tobacco use is not permitted at any time on Capital Metro owned or leased property, including personal vehicles parked in Capital Metro parking lots.
- (d) Littering of tobacco-related products on the grounds or parking lots is also prohibited.

44. ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Exhibit A – Revised-3, Pricing Schedule
2. Exhibit E – Revised-1, Contractual Terms and Conditions
3. Exhibit E-1 – Revised-1, Addendum to Contractual Terms and Conditions, Federally Assisted
4. Exhibit F-1 – Revised-3, Technical Specifications
5. Exhibit F-2 – Branding Specifications
6. Exhibit B – Revised-1, Representations and Certifications
7. Exhibit B-1 – Revised-1, Buy America Certification
8. Exhibit E-2 – Proprietary Rights and Data Security Addendum
9. Other provisions or attachments to the Contract

45. ANTI-CORRUPTION AND BRIBERY LAWS

The Contractor shall comply with all Applicable Anti-Corruption and Bribery Laws. The Contractor represents and warrants that it has not and shall not violate or cause the Authority to violate any such Anti-Corruption and Bribery Laws. The Contractor further represents and warrants that, in connection with supplies or services provided to the Authority or with any other business transaction involving the Authority, it shall not pay, offer, promise, or authorize the payment or transfer of anything of value, directly or indirectly to: (a) any government official or employee (including employees of government owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office or (b) any other person or entity if such payments or transfers would violate applicable laws, including Applicable Anti-Corruption and Bribery Laws. Notwithstanding anything to the contrary herein contained, the Authority may withhold payments under this Contract, and terminate this Contract immediately by way of written notice to the Contractor, if it believes, in good faith, that the Contractor has violated or caused the Authority to violate the Applicable Anti-Corruption and Bribery Laws. The Authority shall not be liable to the Contractor for any claim, losses, or damages related to its decision to exercise its rights under this provision.

46. MISCELLANEOUS

- (a) This Contract does not intend to, and nothing contained in this Contract shall create any partnership, joint venture or other equity type agreement between the Authority and the Contractor.
- (b) All notices, statements, demands, requests, consents or approvals required under this Contract or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party; an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified; or by e-mail with delivery confirmation. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

If to the Contractor: As set forth in Exhibit B to this Contract

If to the Authority: Capital Metropolitan Transportation Authority
Attn: Sr. Director/Chief Contracting Officer
2910 E. 5th Street
Austin, Texas 78702

Address for notice can be changed by written notice to the other party.

(c) In the event the Authority finds it necessary to employ legal counsel to enforce its rights under this Contract, or to bring an action at law, or other proceeding against the Contractor to enforce any of the terms, covenants or conditions herein, the Contractor shall pay to the Authority its reasonable attorneys' fees and expenses, regardless of whether suit is filed.

(d) If any term or provision of this Contract or any portion of a term or provision hereof or the application thereof to any person or circumstance shall, to any extent, be void, invalid or unenforceable, the remainder of this Contract will remain in full force and effect unless removal of such invalid terms or provisions destroys the legitimate purpose of the Contract in which event the Contract will be terminated.

(e) This Contract represents the entire agreement between the parties concerning the subject matter of this Contract and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations. In executing this Contract, the parties do not rely upon any statement, promise, or representation not expressed herein. This Contract may not be changed except by the mutual written agreement of the parties.

(f) A facsimile signature shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase "facsimile signature" includes without limitation, an image of an original signature.

(g) Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation". Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. All Exhibits attached to this Contract are incorporated herein by reference.

(h) All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Authority, whether provided by law, equity, statute, or otherwise. The election of any one or more remedies the Authority will not constitute a waiver of the right to pursue other available remedies.

(i) The Contractor shall not assign the whole or any part of this Contract or any monies due hereunder without the prior written consent of the Contracting Officer. No assignment shall relieve the Contractor from any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void.

(j) The failure of the Authority to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver or deprive the Authority thereafter to insist upon strict adherence to that term or other terms of this Contract. Furthermore, the Authority is a governmental entity and nothing contained in this Contract shall be deemed a waiver of any rights, remedies or privileges available by law.

(k) This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any dispute arising with respect to this Contract shall be resolved in the state or federal courts of the State of Texas, sitting in Travis County, Texas and the Contractor expressly consents to the personal jurisdiction of these courts.

(l) This Contract is subject to the Texas Public Information Act, Tex. Gov't Code, Chapter 552.

(m) The Contractor represents, warrants and covenants that: (a) it has the requisite power and authority to execute, deliver and perform its obligations under this Contract; and (b) it is in compliance with all applicable laws related to such performance.

(n) The person signing on behalf of the Contractor represents for himself or herself and the Contractor that he or she is duly authorized to execute this Contract.

- (o) No term or provision of this Contract is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation for a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- (p) Capital Metro is a governmental entity and nothing in this Contract shall be deemed a waiver of any rights or privileges under the law.
- (q) Funding for this Contract after the current fiscal year is subject to revenue availability and appropriation of funds in the annual budget approved by the Authority's Board of Directors.
- (r) Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

47. FUNDING AVAILABILITY

Funding after the current fiscal year of any contract resulting from this solicitation is subject to revenue availability and appropriation of funds in the annual budget approved by the Authority's Board of Directors.

48. LIQUIDATED DAMAGES

(a) If the Contractor fails to deliver the vehicles within the time specified in this Contract, or any extension, the Contractor shall in place of actual damages, pay to the Authority the sum of \$225.00 per vehicle for each calendar day of delay as liquidated damages and not as a penalty. It is agreed that such liquidated damages represent an estimate of actual damages and are not intended as a penalty; and that such delay will cause the Authority to incur substantial economic damage in amounts which are difficult or impossible to ascertain with certainty. Liquidated damages do not limit the Authority's right to terminate this Contract for default or pursue other remedies available to the Authority elsewhere in this Contract. Liquidated damages may be deducted from any amounts due and owing Contractor under this Contract.

(b) In the event the Authority terminates this Contract for Default under Exhibit E, Paragraph entitled "Termination for Default", Contractor shall be liable for liquidated damages accruing until such time as the Authority may reasonable obtain deliver of performance of similar services. The liquidated damages shall be in addition to excess cost under Exhibit E, Paragraph entitled "Termination for Default".

(c) Contractor may not be charged with liquidated damages when the delay in performance is caused by a Force Majeure Event.

(d) The Contractor shall insert the substance of this paragraph, including this subparagraph (d), altered to reflect the proper identification of the contracting parties in all Subcontracts issued pursuant to this Contract.

49. VEHICLE PRE-DELIVERY TESTS AND INSPECTIONS

The pre-delivery tests and inspections shall be performed at or near the Contractor's plant; and they may be witnessed by the resident inspector. When the vehicle passes these tests and inspections, the resident inspector may authorize release of the vehicle.

The Contractor shall provide and maintain an inspection system acceptable to the Authority covering Material and/or Equipment under the Contract and shall tender to the Authority for acceptance only Materials and/or Equipment that has been inspected in accordance with the inspection system and has been found by the Contractor in conformity with Contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. The Authority has the right to inspect and test all Material and/or Equipment call for by the Contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Authority shall not be obligated to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the Contract. When Material and/or Equipment is not ready at the time specified by the Contractor for inspection or test, the Authority may charge the Contractor for the additional cost of inspection or test. Additionally, the Authority may charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary. The Authority has the right either to reject or to require correction of nonconforming Material and/or Equipment when it is defective in material or workmanship or is otherwise not in conformity with Contract requirements. Inspection and tests by the Authority do not relieve the Contractor of responsibility for defects or other failures to meet Contract requirements discovered before acceptance.

50. ACCEPTANCE OF VEHICLE

(a) Within 15 (fifteen) calendar days after arrival at the designated point of delivery, the Manufacturer shall demonstrate full integration and functionality of all add-on systems and the vehicle shall undergo the Authority's inspection process. If the vehicle passes these tests, acceptance of the vehicle by the Authority occurs. Acceptance may occur earlier if the Authority notifies the Contractor of early acceptance or places the vehicle in revenue service. If the vehicle fails these tests, it shall not be accepted until the repair procedures defined in "Repairs After Non-Acceptance" have been carried out and the vehicle is re-tested until it passes.

(b) If during inspection process Capital Metro determines that a vehicle is suitable for operation in revenue service, but that it is not totally responsive to the Technical Specifications such that substantial delay might be incurred in implementing required corrective action(s), Capital Metro may at its sole discretion, issue a "Certificate of Conditional Acceptance" for the Vehicle for mutual execution by Capital Metro and the contractor. Such conditionally accepted vehicle will then be available to Capital Metro for use in revenue service until such time as the contractor is able to initiate and execute the necessary corrective action(s). Capital Metro will withhold a corresponding amount from the invoice for any such issues until corrective measures are taken by the contractor and fully accepted by Capital Metro.

51. REPAIRS AFTER NON-ACCEPTANCE

The Contractor, or its designated representative, shall perform the repairs after non-acceptance. If the Contractor fails or refuses to make the repairs within 5 (five) calendar days, then the Authority may contract the work out to a repair shop with reimbursement by the Contractor.

52. REPAIRS BY CONTRACTOR

After non-acceptance of the vehicle, the Contractor must begin work within 5 (five) calendar days after receiving notification from the Authority of failure of acceptance tests. Authority shall make the vehicle available to complete repairs timely with the Contractor repair schedule. The Contractors shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs. At the Authority's discretion, the Contractor may be required to remove the vehicle from the Authority's property while repairs are being fixed. If the vehicle is removed from the Authority's property, repair procedures must be diligently pursued by the Contractor's representatives, and the Contractor shall assume risk of loss while the vehicle is under its control.

53. REPAIRS BY THE AUTHORITY

(a) Parts Used. If the Authority performs the repairs after non-acceptance of the vehicle, it shall correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, reports of all repairs covered by this procedure should be submitted by the Authority to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.

(b) Contractor Supplied Parts. If the Contractor supplies parts for repairs that are being performed by the Authority after non-acceptance of the vehicle, these parts shall be shipped prepaid to the Authority from any source selected by the Contractor within five (5) calendar days after receipt of the request for said parts.

(c) Return of Defective Components. The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total costs for this action shall be paid by the Contractor.

(d) Reimbursement for Labor. The Authority shall be reimbursed by the Contractor for labor.

(e) Reimbursement for Parts. The Authority shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect.

54. PARTS AVAILABILITY GUARANTY

Contractor shall guarantee the availability of replacement parts for each vehicle supplied under the contract for a period of at least twelve (12) years from the date of Final Payment. Contractor shall not make exclusive agreements with Sub-suppliers that would preclude the Authority from purchasing components directly from Sub-suppliers. All spare parts supplied shall be interchangeable with original equipment without any modifications. Contractor must

maintain an inventory list of body and structural parts available for delivery to the Authority within 48 hours of placement of an order during the warranty phase and seven (7) calendar days for all other parts. The inventory should consist of but not limited to skirt panels, front and rear body panels, front cap glazing, trim stripes, high voltage batteries, pedestrian deflectors, and all windows and windshields.

55. ASSIGNABILITY

The Authority reserves the right to assign any or all part of specified deliverables to another entity at its sole discretion, it being understood that, should the Authority choose to assign any or all of the specified deliverables to another entity, the Assignee shall comply with the piggybacking requirements set forth in 2 CFR Part 200 and FTA Circular 4220.1F Chapter V 7(2), Assignment of Contract Rights.

56. PRE-AWARD AUDIT, INTERMEDIATE AND POST-DELIVERY AUDIT

Capital Metro is required by the Federal Transit Administration (FTA) to perform a pre-award and post-delivery audit of rolling stock purchases according to the Federal Register dated October 1, 2001, Title 49, CFR Chapter VI, Part 663. Capital Metro will also perform an Intermediate Audit which will occur at the midpoint of production of the first vehicle and will be conducted in the same manner as the Post Delivery Audit. Successful completion of the audit is a prerequisite for acceptance and delivery of any vehicles. The contractor will be notified throughout the audit process as to the status and progress.

57. AUSTIN TRANSIT PARTNERSHIP

At the direction of Capital Metro, the services provided under the Contract may be performed on behalf of or in connection with Austin Transit Partnership (ATP) and ATP's projects, initiatives, and proposals.

EXHIBIT E-1 – REVISED-1
ADDENDUM TO CONTRACTUAL TERMS AND CONDITIONS
FEDERALLY ASSISTED SUPPLY OR SERVICE CONTRACT

The Contractor clauses and provisions of this Exhibit apply to all Federally assisted supply and service contracts. These provisions supersede and take precedence over any other clause or provision contained within this contract which may be in conflict therewith.

1. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(a) It is the policy of the Authority and the U.S. Department of Transportation (“DOT” or “U.S. DOT”) that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the DBE requirements of 49 C.F.R Part 26 apply to this Contract and all subcontracts awarded under this Contract.

(b) The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26, and the Authority's DOT approved Disadvantaged Business Enterprise (DBE) program in the award of subcontracts and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy, as the Authority deems appropriate, including but not limited to:

- (i) Withholding monthly progress payments,
- (ii) Assessing sanctions,
- (iii) Liquidating damages, and/or
- (iv) Disqualifying Contractor or subcontractor from future bidding as non-responsible.

(c) Contractor shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Authority makes to the Contractor.

(d) If this Contract contains a defined DBE goal, the Contractor shall use the specific DBEs listed in its bid/proposal/offer to perform the work and supply the materials for which each is listed unless the Contractor obtains the Authority's written consent. Accordingly, the Contractor may not terminate a DBE subcontractor listed in its bid/proposal/offer without the Authority's prior written consent. Contractor actions covered by this subsection include, but are not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with: (i) its own forces or those of an affiliate; (ii) a non-DBE firm; or (iii) another DBE firm. Unless the Authority's consent is provided under this clause, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. If the Authority provides its written consent, the Contractor shall comply with 49 C.F.R. 26.53(f) in executing the termination; the Contractor shall also comply with 49 C.F.R. 26.53(g) and use the delineated good-faith efforts to find another DBE subcontractor to substitute for the original DBE subcontractor and maintain and provide relevant documentation regarding such efforts.

(e) Contractor shall make available upon request a copy of all DBE subcontracts.

(f) Contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower-tier subcontractors be performed in accordance with this clause.

(g) If subcontracts will be let, Contractor shall take the affirmative steps listed in 2 C.F.R. 200.321, which addresses contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the Contract work which

may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(b) Violation, Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) above, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) above, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the provisions set forth in paragraph (a) above.

(c) Withholding for Unpaid and Liquidated Damages. The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payroll and Basic Records.

(1) The Contractor or Subcontractor shall maintain payroll records during the course of Contract work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 C.F.R. 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Authority, the Federal Transit Administration (FTA), or the Department of Labor. The Contractor or Subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (d) above, and also a provision requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (d) above.

3. CIVIL RIGHTS AND EQUAL OPPORTUNITY

During the performance of this Contract, the Contractor for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees to comply with the following requirements:

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

(b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965,

42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(e) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(f) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the provisions of this Contract, the Authority shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
- (2) cancellation, termination or suspension of the Contract, in whole or in part.

(g) Incorporation of Provisions. The Contractor shall include the provisions of paragraph (a) through (f) of this clause in every subcontract or procurement, including subcontracts or procurements for materials and leases of equipment, unless exempt by the applicable law or regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or FTA may direct as a means of enforcing such revisions including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the Authority, and, in addition, the United States to enter into such litigation to protect the interests of the Authority and the United States.

4. CLEAN AIR AND WATER ACT

(a) Definitions:

- (1) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. § 7401 et seq.).
- (2) "Clean Air Standards," as used in this clause means:

(i) any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738.

(ii) an applicable implementation plan as described in Section 110(d) of the Air Act [42 U.S.C. § 7410(d)]; or

(iii) an approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. § 7412(d)].

(3) "Clean Water Standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. § 1342), or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 U.S.C. § 1317).

(4) "Compliance," as used in this clause, means compliance with:

(i) Clean Air or Water Standards; or

(ii) a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

(5) "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or Subcontractor, sued in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

(6) "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. § 1251 et seq.).

(b) The Contractor agrees:

(1) to comply with all Clean Air Standards and Clean Water Standards.

(2) that no portion of the work required by the Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) that it will report all violations to FTA and the Regional Office of the Environmental Protection Agency;

(4) to use best efforts to comply with clean air standards and clean water standards at the facility in which the Contract is being performed; and

(5) to insert the substance of this clause into any nonexempt Subcontract, including this paragraph (b)(4).

5. ENERGY POLICY AND CONSERVATION ACT

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 et seq.).

6. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract or to any benefit arising from it. However, this clause does not apply to this Contract to the extent that this Contract is made with a corporation for the corporation's general benefit.

7. BUY AMERICA PROVISION

(a) The Contractor agrees to comply with 49 U.S.C. 5323(j) and the FTA's implementing regulations found at 49 C.F.R. Part 661, which require that all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless FTA has granted a waiver or the product is subject to a general waiver. The provisions of that Act and its implementing regulations are hereby incorporated by reference into this Contract. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid.

(b) If applicable, the Contractor also agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663.

8. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

This clause only applies to contracts in which materials, equipment, or commodities may be transported by ocean vessel in carrying out the terms of the contract. As required by 46 C.F.R. Part 381, the Contractor agrees:

(a) to utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates of United States flag commercial vessels; and

(b) to furnish within twenty (20) days following the date of loading for shipments originating with the United States, or within thirty (30) working days following the date of loading for shipments originating outside of 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 paragraph (a) above to the Authority, (through the prime Contractor in the case of a Subcontractor's bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, marked with appropriate identification of the project; and

(c) to insert the substance of the provisions of this clause in all Subcontracts issued pursuant to this Contract.

9. FLY AMERICA

The Contractor agrees that if Federal funds are used to fund international air transportation of any persons (and their personal effects) involved in or property acquired for the Contract, the transportation must be provided by U.S. flag air carriers to the extent service by these carriers is available, as required by the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. 40118, in accordance with U.S. GAO regulations, "Uniform Standards and Procedures for Transportation Transactions," 4 C.F.R. Part 52, and U.S. GAO Guidelines for Implementation of the "Fly America Act" B-138942, 1981 U.S. Comp. Gen. LEXIS 2166. March 31, 1981.

10. AUDIT AND INSPECTION OF RECORDS

(a) This clause is applicable if this Contract was entered into by means of negotiation and shall become operative with respect to any modification to this Contract whether this Contract was initially entered into by means of negotiation or by means of formal advertising.

(b) The Contractor shall maintain complete and readily accessible records and shall permit the Authority, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives access to and the right to examine any directly pertinent books, documents, papers, and records of such Contractor, involving transactions related to the Contract, for the purpose of making audit, examination, excerpts and transcriptions. Such access requires the Contractor to provide timely and reasonable access for the purpose of interview and discussion related to such documents.

(c) The Contractor agrees to comply with the record-retention requirements in 2 C.F.R. 200.334 (previously 2 C.F.R. 200.333). Under such requirements, the Contractor shall maintain all books, documents, papers, and records required under the Contract for a period of at least three years after the date of termination or expiration of the Contract, or the disposition of all litigation, appeals, claims, or exceptions related to this Contract (whichever is later).

The rights of access in this clause are not limited to the required retention period(s) but last as long as the records are retained.

(d) The Contractor further agrees to include in all subcontracts a clause that requires the subcontractor:

(1) To maintain complete and readily accessible records and to permit the Authority, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the Contract, for the purpose of making audit, examination, excerpts, and transcriptions. The clause shall also require the subcontractor to provide timely and reasonable access for the purpose of interview and discussion related to such documents.

(2) To comply with the record-retention requirements in 2 C.F.R. 200.334 (previously 2 C.F.R. 200.333), the subcontractor shall maintain all books, documents, papers, and records required under the Contract for a period of at least three years after the date of termination or expiration of the Contract, or the disposition of all litigation, appeals, claims, or exceptions related to this Contract (whichever is later). The clause shall note that the rights of access in the clause are not limited to the required retention period(s) but last as long as the records are retained.

11. RESTRICTIONS ON LOBBYING

(a) The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in Section 319 of Public Law 101-121, as implemented by the Department of Transportation in 49 C.F.R. Part 20, and as those authorities may be hereafter amended.

(b) If a Standard Form LLL, "Disclosure Form to Report Lobbying," is required to be completed by the Contractor or Subcontractor at any tier, such disclosure form shall be furnished to the Authority.

12. ACCESS REQUIREMENTS TO INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101, et seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Architectural Barriers Act of 1968, as amended 42 U.S.C. § 4151, et seq.; Federal Transit law, specifically 49 U.S.C. § 5332; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

(a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39;

(d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(e) DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(f) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(g) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(h) FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609;

- (i) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (j) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (k) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- (l) Other Federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

13. OPERATIONS SERVICE CONTRACTS

If this is an operational service contract, the Contractor agrees to the following and agrees to include the substance of this clause in each subcontract that may involve operating public transit services:

- (a) Charter Service Operations. The Contractor agrees to comply with 49 U.S.C. § 5323(d), 5323(r), and 49 C.F.R. Part 604. The Contractor is prohibited from providing charter service using federally funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one of the specified exceptions. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation; and
- (b) School Bus Operations. Pursuant to 69 U.S.C. § 5323(f) and 49 C.F.R. Part 605, the Contractor may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities.

14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this 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 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.
- (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- (c) The Contractor agrees to include the above two clauses in each Subcontract associated with this Contract. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

15. PRIVACY ACT

- (a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restriction and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Contract.

(b) The Contractor agrees to include the above clause in each Subcontract associated with this Contract. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

16. NO OBLIGATION BY THE FEDERAL GOVERNMENT

(a) Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the 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 Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

(b) The Contractor agrees to include the above clause in each Subcontract associated with this Contract. The clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

17. NOTICE OF FEDERAL REQUIREMENTS

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

(b) The Contractor is advised that Federal requirements applicable to this Contract as set forth in federal law, regulations, policies, and related administrative practices may change during the performance of this Contract. Any such changes shall also apply to this Contract and subcontracts at all tiers.

18. INCORPORATION OF FTA TERMS – FTA CIRCULAR 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by the 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, 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of the FTA terms and conditions.

19. SEISMIC SAFETY REGULATIONS

To the extent applicable to Contractor's work, the Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

20. DRUG-FREE WORKPLACE PROGRAM

(a) As used in this clause:

(1) "Alcohol" means ethyl alcohol and any beverage containing ethyl alcohol.

(2) "Controlled substance(s)" means a substance, including a drug and an immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 - 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, methadone, cocaine, Quaaludes, amphetamines, "exotic/designer" drugs, benzodiazepines, Seconal, codeine, barbiturates, Phenobarbital, or Valium.

(3) "Safety sensitive task" means each category of work performed at a construction workplace which, if performed by a person impaired by the effects of alcohol or a controlled substance:

- (i) would pose a serious risk of death or personal injury to the employee or others in the vicinity; or
- (ii) could compromise the quality of the construction in such manner as would impose a significant public safety risk in the operation of the Authority's public transportation system.

(4) "Drug-free workplace" means a site for the performance of work done in connection with the Authority's construction contract at which employees are prohibited from using alcohol or from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(5) "Employee" means an employee of a Contractor or Subcontractor who may be directly engaged in the performance of work under the Authority's construction contract.

(6) "Reasonable suspicion" means the presence or absence of specific criteria identified in the Contractor's drug-free workplace program (indicating the possibility that a person is under the influence of alcohol or a controlled substance) as observed by the Contractor's supervisory personnel with reasonable training in the identification of such criteria.

(b) The program shall provide for mandatory drug testing of employees who are to perform safety sensitive tasks under the following circumstances:

(1) All employees will be tested prior to assignment to the Authority's construction project to ascertain the use of controlled substances if the employee will be performing safety sensitive tasks; and

(2) When there is a reasonable suspicion that an employee is under the influence of alcohol or a controlled substance at the workplace; and

(3) When an employee has been involved in an accident or unsafe practice (as defined in the Contractor's safety program) at the workplace.

(c) The program may, at the Contractor's discretion, include mandatory employee drug testing under the following circumstances:

(1) As part of or as a follow-up to counseling or rehabilitation for controlled substance use; or

(2) As part of a voluntary employee drug testing program.

(d) A random testing procedure to detect the use of alcohol or a controlled substance by employees performing safety sensitive tasks is required as part of the Contractor's program for the purpose of preventing or deterring hazardous performance. The procedure shall require that, at a minimum, five percent (5%) of the Contractor's employees will be randomly tested within the Contract period or within each year of the Contract period, whichever period is shorter.

(e) All testing by or on behalf of the Contractor because of a requirement in the Authority's Contract shall be conducted only for employees engaged (or to be engaged) in safety sensitive tasks and only for use of alcohol or a controlled substance and shall be conducted in a manner and under written policies that minimize the intrusion on the employee's privacy and personal dignity. This provision shall not preclude the Contractor from adding its own additional testing requirements.

(f) The Contractor shall publish a statement notifying employees that the use of alcohol at the workplace or the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by employees at any time is prohibited and specifying the actions that will be taken against employees for violations of such prohibition.

(g) The program must require each employee who will perform a safety sensitive task, prior to working under the Authority's Contract to:

(1) Acknowledge in writing the Contractor's drug-free workplace program; and

(2) Give advance written consent to any drug testing that may be conducted under the Contractor's program and the use of test results for decisions related to employment, disciplinary action, or continued employment. The Contractor will agree, in connection with the employee's consent that the results of testing for alcohol and controlled substances will not be voluntarily referred to any law enforcement agency. If the Contractor is subject to a collective

bargaining agreement:

(i) the procedure for obtaining the individual employee's acknowledgment and consent must be consistent with the Contractor's obligations under the collective bargaining agreement; and

(ii) employees shall have the right to be accompanied by a union representative when any specimen is obtained for testing.

(h) The Contractor will establish a drug-free awareness program to inform its employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees who refuse to submit to required testing and for other violations of the drug-free workplace program including, but not limited to, being unable to remain employed at the workplace until approval to return is obtained from the Authority.

(i) The Contractor's drug-free workplace program shall, at a minimum, include:

(1) Policies and procedures for specimen collection, chain of custody for specimens, laboratory qualification standards, laboratory analysis procedures, quality control requirements, and test result reporting procedures which substantially conform to the material requirements of the Mandatory Guidelines for Federal Workplace Drug Testing Programs promulgated by the U.S. Department of Health and Human Services in effect on the date of award of the Authority's construction contract.

(2) Procedures for the Contractor's employees to report their use of prescription drugs used in the course of medical treatment or which have been prescribed and authorized for use by a licensed medical practitioner.

(3) The criteria the Contractor will use for "reasonable suspicion" testing.

(4) The levels of alcohol or controlled substances which will be used in conjunction with a determination that an employee is "under the influence" or is "impaired by the effects of" alcohol or controlled substance(s).

(j) The Contractor shall display a notice, prominently placed near each entrance to the workplace, stating that, by entering the premises, persons are consenting to an inspection of themselves and their property including, but not limited to, their clothing, vehicles, briefcases, lunch boxes, tool boxes, purses, and packages.

(k) The Contractor agrees to use its best efforts to establish and maintain a work environment free of use by employees of alcohol or controlled substances through implementation of paragraph (b) through (j) of this clause. The Contractor shall prepare and maintain records in sufficient detail to demonstrate compliance with the requirements of this clause including, but not limited to, certifications from Subcontractors and records of drug or alcohol tests conducted during performance of the Contract. Such records shall be subject to inspection and audit by the Authority, and the Contractor's noncompliance may authorize the Authority to withhold all or any portion of any payments due the Contractor until the Contractor demonstrates compliance.

(l) As applicable, the Contractor also agrees to establish and implement a drug and alcohol testing program that complies with 49 U.S.C. § 5331, 49 C.F.R. Part 655, and 49 C.F.R. Part 40, produce any documentation necessary to establish its compliance with such requirements, and permit any authorized representative of the U.S. DOT or its operating administrations, any state oversight agency, and/or the Authority, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before issuance of the Notice to Proceed and annually thereafter and to submit, by March 1 of each year of the term of the Contract, a Management Information System (MIS) report covering the previous calendar year to Capital Metro, Attn: Senior Director/Chief Contracting Officer of Procurement, 2910 East 5th Street, Austin, Texas 78702. To certify compliance the Contractor shall use the "Alcohol and Controlled Substances Testing" certification in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

(m) A Drug-Free Workplace Program clause identical to this clause (except for changes appropriate for designation of the parties), including this subparagraph (l) will be included in every Subcontract entered into in connection with

this Contract.

21. RECYCLED PRODUCTS; 42 U.S.C. § 6962, 40 C.F.R. Part 247, Executive Order 12873, 2 C.F.R. 200.322

(a) Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or Contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

(b) Flow Down

These requirements flow down to all contractor and Subcontractor tiers.

(c) Recovered Materials

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

22. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS; 49 U.S.C. § 5310, § 5311, and § 5333, 29 C.F.R. Part 215

(a) Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

(b) Flow Down

These provisions are applicable to all contracts and Subcontracts at every tier.

(c) Transit Employee Protective Provisions

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(i) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(ii) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in

part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.

(iii) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each Subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

(d) The Authority encourages the Contractor, to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official Authority business or when performing any work for or on behalf of the Authority. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving”, Oct. 1, 2009 (available at <http://edocket.access.gpo.gov/2009/E9-24203.htm>) and DOT Order 3902.10 “Text Messaging While Driving”, Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010, available at https://www.transportation.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf). This includes, but is not limited to:

(1) Considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;

(2) Conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and

(3) Encouraging voluntary compliance with the agency's text messaging policy while off duty.

(e) The Contractor is encouraged to insert the substance of this clause in all tier Subcontract awards.

23. DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING

(a) The Contractor agrees to comply with:

(1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

(2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and:

(i) Adopt and enforce policies that ban text messaging while driving in Contractor-owned or rented vehicles or, if applicable, Authority-owned vehicles; or while driving privately-owned vehicles when performing any Work for or on behalf of the Authority.

(ii) Conduct initiatives in a manner commensurate with the size of the business, such as,

(A) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(B) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) *Safety.* The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Contract, or when performing any work for or on behalf of the Contract;

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

(iii) *Extension of Provision.* The Contractor agrees to include these Special Provisions of this Contract in its sub-contract agreements, and encourage its sub-contractors to comply with this Special Provision.

(b) For purposes of this paragraph, the phrase “text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise; it does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

24. VETERANS EMPLOYMENT

Capital Metro is a recipient of Federal financial assistance on this Contract. The Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in Section 2108 of Title 5 C.F.R.) who have the requisite skills and abilities to perform the construction work required under the Contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

25. SEAT BELT

Seat Belt Use. The Contractor agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(a) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

(b) Including a “Seat Belt Use” provision in each of its sub-contractor agreements related to the Contract.

26. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Pursuant to Public Law 115-232, Section 889, and 2 C.F.R. Part 200, including §200.216 and §200.471, the Authority is prohibited from using federal funds to:

- (1) Procure or obtain,
- (2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use "Covered Telecommunications Equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system.

(b) As described in Public Law 115-232, section 889, "Covered Telecommunications Equipment or Services" is:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

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

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

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

(c) Contractor shall not use or provide to the Authority Covered Telecommunications Equipment or Services in the performance of this Contract.

(d) Contractor shall insert the substance of this Paragraph in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(e) Contractor shall notify the Authority immediately if Contractor cannot comply with the prohibition during the performance of this Contract.

27. BUS TESTING

(a) The following applies to purchases or leases of any new bus model or any bus model with a major change in configuration or components to be acquired or leased with FTA funds.

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

28. TRAFFICKING IN PERSONS

The Contractor agrees that it and its employees shall not, at any time during the performance of this Contract, do any of the following:

(a) Engage in severe forms of trafficking in persons, as defined Section 103 of the Trafficking Victims Protection Act of 2000 ("TVPA"), as amended, 22 U.S.C. § 7102;

(b) Procure a commercial sex act, as defined Section 103 of the TVPA, as amended, 22 U.S.C. § 7102; or

(c) Use forced labor, defined as labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection

to involuntary servitude, peonage, debt bondage, or slavery, in the performance of the Contract or permit the use of forced labor in the performance of any subcontract hereunder.

29. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

(a) Contractor shall comply with the following requirements of 2 C.F.R. Part 180, Subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. Part 1200.

(b) Contractor shall not enter into any “covered transaction” (as defined in the above-referenced regulations) that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by

(i) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200;

(ii) U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. Part 180; and

(iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants.

(c) Contractor shall review the U.S.GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 C.F.R. Part 1200.

(d) Contractor will ensure that all subcontracts include a provision necessary to flow down these suspension and debarment provisions to all lower-tier covered transactions.

30. PATENT RIGHTS AND RIGHTS IN DATA

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. 401.2 (a) and Contractor is a small business firm or nonprofit organization performing experimental, developmental, or research work under that “funding agreement,” the Contractor agrees that the use of any data produced or delivered under the terms of the Contract including, but not limited to, engineering drawings and associated lists, specifications, process sheets and technical reports, shall be governed by the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA. In addition, the Contractor agrees that it will not publish such data without the written consent of the Authority and, if appropriate, the Federal Government.

31. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS STANDARDS

The Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless the Authority has obtained an exemption from the requirements and provided Contractor information regarding the exemption. The Contractor further agrees to follow FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455, January 8, 2001, and all other applicable Federal guidance.

32. NOTIFICATION OF LEGAL MATTERS

Contractor shall notify the Authority of any and all matters that Contractor knows or reasonably should know may affect the Federal Government’s interests. This notification requirement includes, but is not limited to, current or prospective legal matters such as an actual or potential major dispute, breach, default, litigation, naming of the Authority or the Federal Government as a party to litigation, or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include but are not limited to, the Federal Government’s interests in the Contract, the underlying Authority/FTA Agreement, and any amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements. Contractor agrees to include this clause in every subcontract awarded at every tier. Contractor shall further notify the Authority of any potential fraud, waste, or abuse occurring on the contract or Project.

33. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

Contractor agrees that, prior to entering into any subcontract, Contractor will require the subcontractor to provide a certification on Federal Tax Liability and Recent Felony Convictions, which should be identical to the certification that Contractor provided the Authority. If the prospective subcontractor cannot certify as to the statements, Contractor shall not enter into the subcontract absent Authority and FTA approval. Contractor agrees to include this clause in every subcontract awarded at every tier.

34. COVID-19 SAFETY REQUIREMENTS

The Contractor agrees to comply with the Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), as has been and may later be amended, and any other subsequent orders that may be issued. In addition, the Contractor shall comply with all applicable Authority policies and procedures, including those of the Authority’s service contractors. The Contractor agrees to include this clause in each subcontract to this Contract and to require subcontractors to include the clause in all lower-tier subcontracts.

35. LIMITATION ON CERTAIN ROLLING STOCK PROCUREMENTS

(a) Pursuant to Section 7613 of the National Defense Authorization Act for Fiscal Year 2020 (NDAA 2020), Public Law 116-92 (Dec. 20, 2019) and 49 U.S.C. § 5323(u), the Authority is prohibited from using financial assistance under Chapter 53 of title 49 U.S. Code to award a contract or subcontract to an entity for the procurement of rolling stock for use in public transportation if the manufacturer of the rolling stock:

(1) is incorporated in or has manufacturing facilities in the United States; and

(2) is owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in a country that -

(i) is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff Act of 1930 (19 U.S.C. 1677(18))) as of the date of enactment of this subsection;

(ii) was identified by the United States Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. 2242) as a foreign country included on the priority watch list defined in subsection (g)(3) of that section; and

(iii) is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. 2416)

(a “Restricted Manufacturer”).

(b) For purposes of this provision, the term “otherwise related legally or financially” does not include a minority relationship or investment.

(c) Contractor shall not provide the Authority with rolling stock under this Contract if the rolling stock is from a Restricted Manufacturer or otherwise in violation of this prohibition.

(d) Contractor shall insert this provision in all applicable subcontracts and other contractual instruments.

(e) Contractor shall notify the Authority immediately if Contractor or any of its subcontractors cannot comply with this provision during the performance of this Contract.

EXHIBIT E-2

IT PROPRIETARY RIGHTS AND DATA SECURITY ADDENDUM

Capital Metro Transportation Authority (“the Authority”) has invested extensive time, money and specialized resources into developing, collecting and establishing its tangible and intangible proprietary assets. This Proprietary Rights and Data Security Addendum (this “Addendum”) identifies and acknowledges the Authority’s proprietary rights, establishes baseline commitments regarding data security and represents a set of standard terms applicable to service providers and business partners when they enter into contracts with the Authority. Capitalized terms used in this Addendum have the meanings set forth in the Agreement, unless differently defined in this Addendum. The Contractor is responsible for ensuring compliance with the terms of this Addendum by the Contractor’s employees, agents and contractors and all of the restrictions and obligations in this Addendum that apply to the Contractor also apply to the Contractor’s employees, agents and contractors. The term “including” or “includes” means including without limiting the generality of any description to which such term relates.

1. DEFINITIONS

The following terms will have the meanings described below in this Addendum.

(a) “Authority Data” means all data, content or information, in any form or format, including interim, Processed, compiled, summarized, or derivative versions of such data, content or information, and any insights that may be learned from such data, content or information, that may exist in any system, database, or record that is either

- (i) provided by or on behalf of the Authority or its customers to the Contractor, or
- (ii) is obtained, developed, produced or Processed by the Contractor or its systems, in each of (i) and (ii) in connection with the relationship or arrangements established by the Contract, but excluding any data or information that is expressly defined as owned by the Contractor in the Contract.

(b) “Authority Electronic Property” means:

- (i) any websites controlled by the Authority,
- (ii) any Authority mobile device apps,
- (iii) any application programming interfaces (API) to the Authority’s information technology systems,
- (iv) any other kiosks, devices or properties for consumer interaction that are created, owned, or controlled by the Authority, and
- (v) versions and successors of the foregoing, any form or format now known or later developed, that may be used by customers obtaining products or services from the Authority.

(c) “Contract” means that certain contract for products and services entered into between the Contractor and Authority to which this Addendum is attached or incorporated by reference.

(d) “Data Law” means, as in effect from time to time, any law, rule, regulation, declaration, decree, directive, statute or other enactment, order, mandate or resolution, which is applicable to either the Contractor or the Authority, issued or enacted by any national, state, county, municipal, local, or other government or bureau, court, commission, board, authority, or agency, relating to data security, data protection and/or privacy. Data Laws also include ISO 27001 and ISO 27002, the most current Payment Card Industry Data Security Standard (the “PCI DSS”, and other industry standard practices) and any financial standards or business requirements applicable to the Authority’s business or the Authority Data and/or the Authority Electronic Property.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

(e) “Personal Identifying Information” means any data that identifies or could be used to identify a natural person, including name, mailing address, phone number, fax number, email address, Social Security number, credit card or other payment data, date of birth, driver’s license number, account number or user ID, PIN, or password.

(f) “Process” or “Processing” means, with respect to Authority Data, to collect, access, use, process, modify, copy, analyze, disclose, transmit, transfer, sell, rent, store, or retain or destroy such data in any form. For the avoidance of doubt, “Process” includes the compilation or correlation of Authority Data with information from other sources and the application of algorithmic analysis to create new or derivative data sets from Authority Data.

(g) “Remediation Efforts” means, with respect to any Security Incident, activities designed to remedy a Security Incident which may be required by a Data Law or by the Authority’s or the Contractor’s policies or procedures, or which may otherwise be necessary, reasonable or appropriate under the circumstances, commensurate with the nature of such Security Incident. Remediation Efforts may include:

- (i) development and delivery of legal notices to affected individuals or other third parties;
- (ii) establishment and operation of toll-free telephone numbers for affected individuals to receive specific information and assistance;
- (iii) procurement of credit monitoring, credit or identity repair services and identity theft insurance from third parties that provide such services for affected individuals;
- (iv) provision of identity theft insurance for affected individuals;
- (v) cooperation with and response to regulatory, government and/or law enforcement inquiries and other similar actions;
- (vi) undertaking of investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics;
- (vii) public relations and other crisis management services; and
- (viii) cooperation with and response to litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings); and in each case of examples (i) through (viii), payment of legal costs, disbursements, fines, settlements and damages.

(h) “Security Incident” means:

- (i) the loss or misuse of Authority Data and/or the Authority Electronic Property;
- (ii) the inadvertent, unauthorized, or unlawful processing, alteration, corruption, sale, rental, or destruction of the Authority Data and/or the Authority Electronic Property;
- (iii) unauthorized access to internal resources;
- (iv) programmatic manipulation of a system or network to attack a third party;
- (v) elevation of system privileges without authorization;
- (vi) unauthorized use of system resources;
- (vii) denial of service to a system or network; or
- (viii) any potential or confirmed exposure (which may stem from an act or omission to act) that would result in any of the events described in (i) through (viii).

(i) “Security Policies” means statements of direction for Security Requirements and mandating compliance with applicable Data Laws. Typically, Security Policies are high level instructions to management on how an organization is to be run with respect to Security Requirements.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

(j) “Security Procedures” means statements of the step-by-step actions taken to achieve and maintain compliance with Security Requirements.

(k) “Security Requirements” means the security requirements set forth below in Section 7 of this Addendum and any security requirements requested by the Authority from time to time.

(l) “Security Technical Controls” means any specific hardware, software or administrative mechanisms necessary to implement, maintain, comply with and enforce the Security Requirements. Security Technical Controls specify technologies, methodologies, implementation procedures, and other detailed factors or other processes to be used to implement and maintain Security Policies and Procedures relevant to specific groups, individuals, or technologies.

2. FISMA COMPLIANCE

Both parties will comply with all federal and state regulations, statues, and laws that govern this Agreement which includes, without limitation, the Federal Information Security Management Act, 2006 (FISMA) to the extent applicable to the Authority’s business or the products and services provided by the Contractor. The Contractor accepts ultimate responsibility and liability for the protection and preservation of all Authority Data and the Authority Electronic Property through a security operational plan (the “Security Plan”). The Contractor will make available a current copy of the Security Plan for review upon the Authority’s request. FISMA requires organizations to meet minimum security requirements by selecting the appropriate security controls as described by NIST Special Publication (SP) 800-53 revision 4, “*Security and Privacy Controls for Federal Information Systems and Organizations.*” Note that organizations must always reference the most current version of NIST SP 800-53 for the security control selection process. The Contractor should meet the minimum-security requirements detailed in FIPS Publication 200.

3. AUTHORITY DATA

As between the Contractor and the Authority (*i.e.*, without addressing rights of third parties), the Authority is the sole owner of all rights, title and interest in and to Authority Data and the Authority Electronic Property. Except as expressly authorized in the Agreement, the Contractor may not use, edit, modify, create derivatives, combinations, or compilations of, combine, associate, synthesize, re-identify, reverse engineer, reproduce, display, distribute, disclose, sell or Process any Authority Data or Authority Electronic Property. The Contractor will not use Authority Data or Authority Electronic Property in a manner that is harmful to the Authority.

4. PERSONAL IDENTIFYING INFORMATION

The Contractor will comply with any Data Laws relating to the use, safeguarding, or Processing of any Personal Identifying Information, including any requirement to give notice to or obtain consent of the individual. In Processing any Personal Identifying Information, the Contractor will at all times comply with any posted privacy policy or other representations made to the person to whom the information is identifiable, and to communicate any limitations required thereby to any authorized receiving party (including any modifications thereto) in compliance with all Data Laws. The Contractor will ensure that any such receiving party abides by any such limitations, in addition to the requirements of the Agreement. Notwithstanding the foregoing, the Contractor represents and warrants that Personal Identifying Information will not be Processed, transmitted, or stored outside of the United States. The Contractor shall take reasonable steps to maintain the confidentiality of and will not reveal or divulge to any person or entity any Personal Identifying Information that becomes known to it during the term of this Contract. The Contractor must maintain policies and programs that prohibit unauthorized disclosure of Personal Identifying Information by its employees and subcontractors and promote training and awareness of information security policies and practices. The Contractor must comply, and must cause its employees, representatives, agents, and subcontractors to comply, with such commercially and operationally reasonable directions as the Authority may make to promote the safeguarding or confidentiality of Personal Identifying Information. The Contractor must conduct background checks for employees or sub-Contractors that have access to Personal Identifying Information or systems Processing Personal Identifying Information. The Contractor must limit access to computers and networks that host Personal Identifying Information, including without limitation through user credentials and strong passwords, data encryption

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

both during transmission and at rest, firewall rules, and network-based intrusion detection systems. In addition to the foregoing, to the extent that any Personal Identifying Information qualifies as Protected Health Information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA," found at Public Law 104-191), and certain privacy and security regulations promulgated by the U.S. Department of Health and Human Services to implement certain provisions of HIPAA and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and its implementing regulations found in the Omnibus Final Rule (collectively the "HIPAA Regulations") found at 45 C.F.R. Parts 160, 162 and 164, the Contractor will execute and abide by the rights and obligations set forth in the Business Associate Agreement of the Authority.

5. NO IMPLIED RIGHTS

No right, license, permission, or ownership or other interest of any kind in or to any Authority Data or other intellectual property rights owned or licensed by the Authority is or is intended to be given or transferred to or acquired by the Contractor except as expressly stated in writing in the Agreement.

6. PROHIBITED INTERNET PRACTICES

The Contractor will not, and will not authorize or encourage any third party to, directly or indirectly:

(a) use any automated, deceptive or fraudulent means to generate impressions, click-throughs, or any other actions in relation to advertisements or Internet promotions on Authority Electronic Property or in relation to advertisements or Internet promotions of the Authority (or its products or services) on third party websites; or

(b) collect or Process data from an Authority Electronic Property other than as has been expressly authorized by the Authority in the Agreement or another written agreement with the Authority. Except as expressly allowed in the Agreement, the Contractor will not "screen-scrape" Authority Electronic Property or conduct any automated extraction of data from Authority Electronic Property or tracking of activity on Authority Electronic Property.

7. SECURITY REQUIREMENTS

The Contractor will apply reasonable physical, technical and administrative safeguards for Authority Data that is in the Contractor's possession or control in order to protect the same from unauthorized Processing, destruction, modification, or use that would violate the Agreement or any Data Law. The Contractor represents and warrants that the Security Policies, Security Procedures and Security Technical Controls as they pertain to the services being rendered to the Authority by the Contractor or its subcontractors and any Processing of Authority Data by the Contractor or its subcontractors will at all times be in material compliance with all Data Laws. In addition, the Contractor will require any of its employees, agents or contractors with access to Authority Data to adhere to any applicable Data Laws, and the Contractor represents and warrants that such employees, agents and contractors have not been involved in any violation of applicable Data Laws in the twenty-four months before the Effective Date. The Contractor will take into account the sensitivity of any Authority Data in the Contractor's possession in determining reasonable controls used to safeguard such Authority Data.

8. DATA SEGREGATION AND ACCESS

The Contractor will physically or logically segregate stored Authority Data from other data and will ensure that access to Authority Data is restricted to only authorized personnel through security measures. The Contractor will establish and maintain appropriate internal policies, procedures and systems that are reasonably designed to prevent the inappropriate use or disclosure of Authority Data.

9. PCI COMPLIANCE

If the Contractor Processes payment card data, cardholder data, or sensitive authentication data on behalf of the Authority or if the Contractor otherwise can impact the security of said data belonging to the Authority, the Contractor is responsible for the security of said data. The Contractor represents and warrants that it

has performed an assessment to confirm that the material aspects of the Contractor's Security Policies, Security Procedures and Security Technical Controls (as they pertain to the services being rendered to the Authority by the Contractor or its subcontractors and any Processing of Authority Data by the Contractor or its subcontractors) comply with the PCI DSS and the Contractor will repeat this assessment each year during the Term. The Contractor will provide certification of compliance with this requirement upon request from the Authority.

10. SECURITY REVIEWS AND AUDITS

The Contractor will, upon request, provide the Authority with reports of any audits performed on the Contractor's Security Policies, Security Procedures or Security Technical Controls. At a minimum, such reports will include any certifications of the Contractor's agents and contractors. Additionally, the Contractor will respond within a reasonable time period to any inquiries from the Authority relating to the Contractor's and its agents' and contractors' Security Policies, Security Procedures and Security Technical Controls. The Contractor will, upon the Authority's request, provide the Authority or its representatives access to the Contractor's and its agents' and contractors' systems, records, processes and practices that involve Processing of Authority Data so that an audit may be conducted. The Authority will not exercise such audit right more frequently than once per twelve (12) month period and the Authority will bear the full cost and expense of any such audit, unless such audit discloses a Security Incident or a breach of this Addendum or the Agreement, in which case the Contractor will bear the full cost and expense of such audit and a further audit may be conducted by the Authority or its representatives within the current twelve (12) month period.

11. SECURITY INCIDENTS

The Contractor will timely and promptly notify the Authority upon discovering or otherwise learning of a Security Incident involving the Authority Data or the Authority Electronic Property, to the extent within the Contractor's access, possession or control. Following any Security Incident, the Contractor will consult in good faith with the Authority regarding Remediation Efforts that may be necessary and reasonable. The Contractor will:

- (a) at the Authority's direction undertake Remediation Efforts at the Contractor's sole expense and reimburse the Authority for its reasonable costs and expenses in connection with any Remediation Efforts it elects to undertake,
- (b) ensure that such Remediation Efforts provide for, without limitation, prevention of the recurrence of the same type of Security Incident, and
- (c) reasonably cooperate with any Remediation Efforts undertaken by the Authority.
- (d) Without limiting the foregoing, the Contractor will:
 - (i) immediately undertake investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics,
 - (ii) timely share with the Authority any Security Incident-related information, reports, forensic evidence and due diligence obtained from the investigation into the Security Incident and cooperate with the Authority in response to regulatory, government and/or law enforcement inquiries and other similar actions, (iii) cooperate with the Authority with respect to any public relations and other crisis management services, and litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings); and in each instance of Security Incident, be liable and responsible for payment of legal costs, disbursements, fines, settlements and damages. To the extent that the Authority is bound to comply with any interlocal agreements pertaining to shared information (including the Authority Data), the Contractor agrees that it will comply with, and cooperate with the Authority in its compliance, with all rights and obligations pertaining to the Authority Data and/or the Authority Electronic Property under such interlocal agreements.

12. NOTICE TO THE AUTHORITY CUSTOMERS AND EMPLOYEES

Any notifications to any of the Authority's customers or employees regarding Security Incidents will be handled exclusively by the Authority and the Contractor may not under any circumstances contact the Authority's customers or employees relating to such Security Incident unless the Contractor is under a legal obligation to do so, in which event:

- (a) the Contractor must notify the Authority in writing promptly after concluding that the Contractor has the legal obligation to notify such customers or employees and explain in such notice to the Authority the basis for the legal obligation and
- (b) the Contractor will limit the notices to any of the Authority's customers and employees to those required by the legal obligation or as pre-approved by the Authority.
- (c) The Contractor will reasonably cooperate in connection with notices to the Authority's customers and employees regarding a Security Incident and the Contractor will assist with sending such notices if so requested by the Authority.

13. EQUITABLE RELIEF

The Contractor acknowledges that the Authority may have no adequate remedy at law if there is a breach or threatened breach of any of the obligations set forth in this Addendum and, accordingly, that the Authority may, in addition to any legal or other remedies available to the Authority, seek injunctive or other equitable relief to prevent or remedy such breach without requirement of a bond or notice. The Contractor will not object or defend against such action on the basis that monetary damages would provide an adequate remedy.

EXHIBIT F-1 - TECHNICAL SPECIFICATIONS – REVISED-3

1. GENERAL.....3

1.1. SPECIFICATION OVERVIEW 3

1.2. ACRONYMS AND DEFINITIONS 4

2. CHASSIS6

2.1. GENERAL..... 6

2.2. DIMENSIONS..... 7

2.3. GROUND/RAMP CLEARANCE..... 8

2.4. HUBODOMETER..... 8

2.5. SUSPENSION 8

2.6. BACK UP WARNING DEVICE..... 9

2.7. FUEL TANK 9

2.8. KEYS..... 9

2.9. FIRE SUPPRESSION 9

2.10. WIRING 10

3. BODY11

3.1. GENERAL..... 11

3.2. ROOF 11

3.3. FRONT ENTRANCE DOOR..... 11

3.4. STEPWELL..... 12

3.5. DOOR OPENER 12

3.6. WINDSHIELD AND WINDOWS..... 13

3.7. REAR DOOR..... 13

3.8. ROOF VENTILATOR AND EMERGENCY EXIT 13

3.9. BUMPERS..... 13

3.10. RUNNING BOARD..... 14

3.11. OPERATOR HAND ASSIST..... 14

3.12. EXTERIOR LIGHTING AND REFLECTORS..... 14

3.13. EXTERIOR MIRRORS..... 14

3.14. UNDERCOATING AND MUD FLAPS..... 15

3.15. EXTERIOR COLOR 15

3.16. DECALS..... 15

4. INTERIOR15

4.1. GENERAL..... 15

4.2. PANELING AND TRIM 16

4.3. INSULATION 16

4.4. FLOORING 16

4.5. FLOOR PLANS..... 17

4.6. SEATING..... 17

4.7. PASSENGER RESTRAINT SYSTEM..... 18

4.8. LIGHTING 19

4.9. INSTRUMENT PANEL, DASH, DRIVER AREA, AND OTHER CONTROLS..... 19

4.10. HEATING AND COOLING 21

4.11. STANCHIONS AND GRAB BARS..... 21

4.12. MODESTY PANELS..... 22

4.13. EMERGENCY AND SAFETY EQUIPMENT 22

4.14. MESSAGE AND BROCHURE HOLDERS 23

4.15. OPERATOR STORAGE BOX..... 23

4.16. PASSENGER USB CHARGING PORTS 23

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

5. WHEELCHAIR PASSENGER SYSTEMS.....23

5.1. GENERAL..... 23

5.2. WHEELCHAIR STATIONS 24

5.3. WHEELCHAIR SECUREMENT SYSTEM (TIE-DOWNS) 24

5.4. WHEELCHAIR OCCUPANT RESTRAINT SYSTEM..... 25

5.5. WHEELCHAIR LIFT 25

5.6. LIFT CONTROLS..... 26

5.7. INTERLOCK SYSTEM 26

5.8. LIFT DOOR..... 26

6. ELECTRONIC EQUIPMENT27

6.1. ITS EQUIPMENT 27

6.2. CABLE CONDUITS AND AUXILIARY POWER CONNECTIONS 27

6.3. AUXILIARY POWER REQUIREMENTS 28

6.4. INERTIA BASED CAMERA SYSTEM PROVISION..... 28

6.5. ANTENNAS 29

6.6. CELLULAR ROUTER 30

6.7. RADIO 33

6.8. CLOSED CIRCUIT TV (CCTV)..... 33

7. WORKMANSHIP41

7.1. WORKMANSHIP..... 41

8. MISCELLANEOUS REQUIREMENTS.....42

8.1. PILOT VEHICLE 42

8.2. PRODUCTION SCHEDULE 43

8.3. TESTING..... 43

8.4. PRE-DELIVERY SERVICING 43

8.5. TRAINING AND LITERATURE..... 44

8.6. VENDOR/DEALER DECAL ADVERTISEMENTS 44

8.7. VEHICLE INSPECTION AND ACCEPTANCE..... 45

8.8. WARRANTY AND WARRANTY PARCHEMENTS 45

1. GENERAL

Background

Capital Metro connects people, jobs, and communities by providing Central Texans with safe, high-quality and sustainable transportation alternatives. The agency provides 30 million rides annually on its buses, trains, paratransit, and vanpool vehicles and serves a population of more than 1.2 million in its 543-square-mile service area. The region's transportation leader, Capital Metro has invested in transit services like its High-Frequency Network, which move more people, more reliably, as well as its innovative on-demand service Pickup. Capital Metro is committed to increasing regional mobility and, through Project Connect, will transform how people travel throughout Central Texas. Visit capmetro.org for more information.

SCOPE

1.1. Specification Overview

1.1.1. These technical specifications define requirements for a heavy duty, wheelchair accessible van for use in transporting passengers with special mobility needs. The vehicle will travel in urban stop-and-go traffic as well as suburban and highway traffic patterns in the Austin metropolitan area. The vehicle must have been durability tested for minimum service life of 5 years or 150,000 miles or higher.

1.1.2. The offeror shall provide plans/drawings for two (2) wheel configuration wheelchair accessible vans for review and acceptance by the Agency.

1.1.3. The vehicle, its design, and all its installed components, shall meet the requirements of the Federal Motor Vehicle Safety Standards, the Americans with Disabilities Act, as well as all State of Texas and Greater Austin Local Safety Standards in effect at the time of manufacture.

1.1.4. The vehicles shall meet or exceed all applicable requirements of ADA. The Manufacturer is solely responsible for any additions, deletions, omissions, or interpretations of ADA, as it relates to the construction of said contracted vehicles. The unit will comply with FMVSS 403/404. If there is a conflict between the specifications listed in this document and FMVSS 403/404, the FMVSS standards prevail.

1.1.5. The vehicle shall meet or exceed US EPA Emission (CO₂, NO_x, PM, etc.) and fuel consumption standards, and incorporate clean idle technology.

1.1.6. Brand name is only used for establishing a minimum requirement of the component. Wherever a component is called by brand name, the proposer may propose that brand name or an approved equivalent. The approved equivalent(s) shall be submitted as a deviation during the solicitation phase.

1.1.7. The Authority reserves the right to conduct inspections and qualifications testing as deemed necessary and shall require installation audits or certifications, as deemed necessary, for Agency specified ancillary and auxiliary systems installed on the vehicle by the manufacturer.

1.1.8. These specifications shall indicate minimum requirements including all genuine parts, accessories, equipment, and safety features considered standard.

1.2. Acronyms and Definitions

1.2.1. The following acronyms shall apply in this document.

1.2.1.1. ADA	Americans with Disabilities Act
1.2.1.2. ABS	Anti-lock Braking System
1.2.1.3. APTA	American Public Transit Association
1.2.1.4. ANSI	American National Standards Institute
1.2.1.5. ASTM	American Society for Testing and Materials
1.2.1.6. AWS	American Welding Society
1.2.1.7. BTU	British Thermal Unit
1.2.1.8. CARB	California Air Resources Board
1.2.1.9. CCA	Cold Cranking Amps
1.2.1.10. CCTV	Closed Circuit Television
1.2.1.11. CFR	Code of Federal Regulations
1.2.1.12. EPA	Environmental Protection Agency
1.2.1.13. FMVSS	Federal Motor Vehicle Safety Standards
1.2.1.14. FRP	Fiberglass Reinforced Plastic
1.2.1.15. GAWR	Gross Axle Weight Rating
1.2.1.16. GVWR	Gross Vehicle Weight Rating
1.2.1.17. HVAC	Heating Ventilating and Air Conditioning
1.2.1.18. ITS	Intelligent Transportation System
1.2.1.19. LED	Light Emitting Diode
1.2.1.20. OD	Overdrive
1.2.1.21. OEM	Original Equipment Manufacturer
1.2.1.22. RWD	Rear Wheel Drive
1.2.1.23. SAE	Society of Automotive Engineers
1.2.1.24. USB	Universal Serial Bus

1.2.2. The following definitions shall apply in this document:

<p>1.2.2.1. Gross Vehicle Weight Rating (GVWR) – the maximum operating weight of a vehicle as specified by the manufacturer including the vehicle’s chassis, body, all components and accessories, fluids (oil, coolant, fuel, etc.) at full level, driver, passengers, and cargo.</p>
<p>1.2.2.2. Gross Axle Weight Rating (GAWR) – the maximum distributed weight that can be supported by an axle of the vehicle. Each axle has its own GAWR as specified by the manufacturer.</p>
<p>1.2.2.3. Curb Weight – total weight of a vehicle when it is full of fluids (oil, coolant, fuel, etc.) and ready to operate minus the driver, passengers, and cargo.</p>
<p>1.2.2.4. Payload – GVWR minus the Curb Weight or the maximum weight of driver, passengers, and cargo that the vehicle can safely carry without exceeding the Gross Vehicle Weight Rating.</p>
<p>1.2.2.5. Wheel Load Rating – the maximum weight a wheel can withstand before it fails.</p>
<p>1.2.2.6. Tire Load Rating – safe maximum load carrying capacity when tire is inflated to its recommended pressure.</p>

2. CHASSIS

2.1. General

2.1.1. The chassis shall be new, 2022 or newer model, shuttle bus, dual rear wheels, rear wheel drive (RWD), with all standard equipment.

2.1.2. The vehicle shall be equipped with a gasoline engine that is capable of meeting the power and performance requirements of the vehicle as specified in this document. As required, the proposer shall submit certification that the horsepower of the vehicle is adequate for the speed range and terrain in which it will be required to operate as well as meeting the demands of all auxiliary power equipment.

2.1.2.1. The engine shall meet or exceed the latest applicable federal emission control standards and meet the California Air Resources Board’s Clean Idle Certification.

2.1.3. The vehicle shall be equipped with an automatic transmission with OD (Over Drive) that is capable of transmitting the torque and horsepower listed on the engine.

2.1.3.1. At a minimum the transmission shall have a transmission oil cooler capable of the cooling requirements necessary for the power ratings The Agency has a preference for a high capacity transmission cooler if available for the vehicle proposed.

2.1.4. The GVWR shall accommodate the design load of the vehicle. The design load as illustrated on the floor plan and seating arrangement in Section 4.5 is calculated as follows:

2.1.4.1.	(1 Operator + 4 Passengers) @ 200 lbs.	2,600 lbs.
	(2 WC Passengers) @ 800 lbs.	
2.1.4.2.	1 Operator + 8 Passengers @ 200 lbs.	2,600 lbs.
	(1 WC Passenger) @ 800 lbs.	
2.1.4.3.	(1 Operator + 8 Passengers) @ 200 lbs.	2,600 lbs.
	(1 WC Passenger) @ 800 lbs.	
2.1.4.4.	(1 Driver + 10 Passengers) @ 200 lbs.	2,200 lbs.
	(0 WC Passenger)	

2.1.5. The GVWR should be 14,500 lbs. (maximum).

2.1.6. The GAWR for the front axle shall be compatible with the chassis OEM.

2.1.6.1. With the vehicle fully loaded, the load on the axle, load on each wheel, and load on each tire shall not exceed the GAWR, Wheel Load Rating, and Tire Load Rating, respectively.

2.1.7. The GAWR for the rear axle shall be compatible with the chassis OEM.

2.1.7.1. GAWR shall not be exceeded with the vehicle fully loaded, the load on the axle, load on each wheel, and load on each tire with respect to Wheel Load Rating and Tire Load Rating.

2.1.8. The vehicle shall have a hydraulic brake system with a hydro-boost brake assist booster system.

2.1.9. The vehicle shall be equipped with power steering, tilt steering, and telescoping wheel / column.

2.1.10. The vehicle shall be equipped with dual electric windshield wiper system. The wiper system shall have the following features:

2.1.10.1. variable windshield wiper speed/ intermittent

2.1.10.2. dual windshield washer system

2.1.10.3. antifreeze type solvent for the washer system

2.1.11. Belt driven engine accessories shall have automatic belt tensioners rated for “Heavy/ Severe Duty” service.

2.1.12. The vehicle shall be equipped with daytime running head lamps.

2.1.13. The exhaust shall exit on the street side at the rear of the vehicle.

2.1.14. The drive shaft must be rated and capable of transmitting the torque multiplication of the power units to the drive wheels. Safety guards are required as necessary to prevent a broken shaft from touching the ground or contacting any part of the frame.

2.1.15. The tires shall be steel belted radial tires of appropriate size for the GVWR of completed vehicle.

2.1.16. The vehicle shall be equipped with rear tow hooks.

2.1.17. The vehicle shall be equipped with steel wheels and stainless-steel wheel covers secured with the wheel lug nuts.

2.1.17.1. Stainless steel wheel covers (for each wheel cover) shall have a spacing system to ensure the covers are installed evenly and securely fastened to the steel rim.

2.1.18. The vehicle shall be equipped with 220-amp (minimum output), 12-volt alternator. The location and installation of the battery shall provide easy access for replacement and maintenance.

2.1.18.1. The vehicle shall be equipped with over voltage and under voltage protection system to prevent damage to accessory systems in the event of unavoidable or avoidable electrical issues such as low battery voltage, charging system malfunction, short circuit, relay failure, erroneous startup or shutdown procedure, incorrect jump start procedure, etc.

2.1.18.2. The connection of the over voltage and under voltage protection system shall be connected the body chassis in a manner so as not to create charging system malfunctions or loss of power to the bus body yet easy to access and maintain.

2.1.19. The vehicle shall be equipped with dual-note electric horn.

2.1.20. The vehicle shall be high-floor type and equipped with accessible wheelchair lift.

2.2. Dimensions

2.2.1. The vehicle shall be constructed to the following dimensions:

2.2.1.1. Overall length	315 inches (maximum)
2.2.1.2. Inside width	78 inches (minimum)
2.2.1.3. Inside height	75 to 76 ½ passenger inches (minimum allowable range)

2.3. Ground/Ramp Clearance

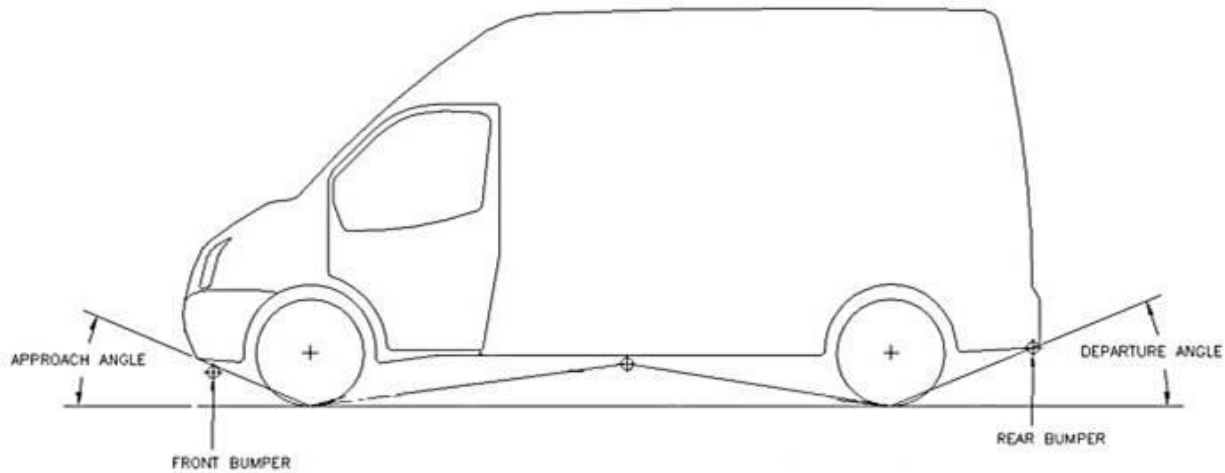
The approach angle is the angle measured between a line tangent to the front tire static loaded radius arc and the initial point of structural interference forward of the front tire to the ground.

The departure angle is the angle measured between a line tangent to the rear tire static loaded radius arc and the initial point of structural interference rearward of the rear tire to the ground. Refer to table 1A and figure 1.

Table 1A

Angle	23-ft Two (2) WC Van (2 WC)
Approach	14 deg (min)
Departure	13 to 15.0 deg (min/max)

Figure 1



2.4. Hubodometer

2.4.1. No requirement for hubodometer.

2.5. Suspension

2.5.1. The vehicle shall have front and rear suspension system adequate to support the rated weight capacity of the individual axle.

2.5.2. The suspension shall have heavy duty front and rear shock absorbers.

2.5.3. The suspension system shall be heavy duty with an emphasis on passenger comfort.

2.5.4. The rear suspension shall be equipped with rubber shear spring for a consistent smooth ride, and to isolate and absorb road shock into suspension system that works in concert with the existing leaf spring suspension system or approved equivalent.

2.6. Back Up Warning Device

2.6.1. The vehicle shall be equipped with an audible warning device that is rated at least 95 decibels or equivalent. It shall be activated when the vehicle transmission is engaged in reverse and continues as the vehicle is being backed up.

2.6.2. The device shall be located behind the rear axle of the vehicle. All wires shall be properly protected, enclosed, and secured.

2.7. Fuel Tank

2.7.1. The vehicle shall **is highly preferred** to be equipped with minimum 50-gallon fuel tank.

2.7.2. A shield or frame shall be provided to protect the fuel tank if the tank is removed and relocated or if the floor is lowered. There shall be fuel tank pump/sender access from inside of vehicle.

2.7.3. The fuel filler shall be enclosed behind a non-locking access door. The access door shall open toward the front of the vehicle with the hinge on forward side of access door. The hinge shall be spring loaded to secure access door in the closed position.

2.7.4. The filler cap shall be retained to prevent loss and shall be recessed into the body.

2.8. Keys

2.8.1. The driver's door lock on all vehicles shall be keyed alike to the same key. Two sets of keys for the ignition and driver's door shall be provided for each vehicle. The rear emergency exit door, passenger door, and wheelchair lift door shall not lock.

2.9. Fire Suppression

2.9.1. The vehicle shall be equipped with an engine compartment fire detection and suppression system. The system shall be a dry chemical, ABC rating fire suppression system.

2.9.1.1. The system shall be designed to warn the operator and suppress the fire, protecting both equipment and people.

2.9.1.2. The system shall suppress the fire in its earliest stages before it becomes fully established and spreads into highly combustible areas.

2.9.1.3. The system cylinders shall be manufactured from the highest quality materials.

2.9.1.4. System status shall be constantly monitored by the Control Panel and communicated to the vehicle operator by visual LED indicators and audible alarm.

2.9.1.5. Control panel shall connect to the system wiring by click lock connectors.

2.9.1.6. The system shall have push-to-test function, audible trouble and fire alarm, rapid response heat detection, and internal relay for engine shutdown.

2.9.1.7. The system shall have vibration resistant detection design, low power consumption, and backup battery guarantee for 24/7 fire detection and suppression.

2.9.1.8. The fire suppression agent shall be delivered to hazard areas by fixed high-capacity fast flow machined brass nozzles.

2.9.2. The manufacturer or supplier of the Fire Suppression System shall conduct first article installation audit inspections and qualifications testing at the vehicle manufacturer's facility on the vehicle specific to the Authority's build. The bus body builder shall provide documentation stating

resident installers have been certified to install the proposed Fire Suppression System by the manufacturer of same system. Copies of Certification of installation shall be made available to the Authority upon request. All inspections, qualifications testing, and installation verification shall be certified in writing and copies made available to the Authority.

2.9.2.1. The manufacturer or supplier of the Fire Suppression System shall certify the installation on all vehicles.

2.10. Wiring

2.10.1. Wiring shall be gauged to handle one-and-one-half (1-1/2) times the expected load. All wiring shall be run inside the body in a protected area. Any wiring that is exposed to the elements shall be in nonmetallic loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent their cutting through the wiring insulation. Protective grommets shall be installed at all points where wiring penetrates metal and other materials.

2.10.1.1. Wiring must be continuous with pin connectors at harness connections. No lock wire connectors will be allowed. Insulated stake-on spade terminals or equivalents shall be used. Grounding of components shall be through polarized shielded terminals wired to main structural ground points. All exterior connections shall be covered with heat shrink tubing. All harnesses shall be secured to the frame/body at a maximum of two feet intervals with insulated clamps.

2.10.2. Circuit breakers and electrical panels shall be in easily accessible locations. A separate panel for all add-on components shall be in easily accessible location inside the vehicle.

2.10.2.1. A diagram of the circuit breakers shall be provided. The diagram shall be damage resistant and mounted at a location that is convenient for service personnel.

2.10.2.2. All circuit breaker and electrical panel connections shall be secure as not to allow intermittent electrical issues i.e., loss of power to bus body or ancillary components.

2.10.3. All wiring shall be color coded and/or clearly numbered every six inches or approved equivalent. The Contractor shall provide a complete wiring diagram showing the original wiring and the added wiring for the vehicle specific to this build. All copies are to be provided in digital format.

2.10.4. The vehicle shall be equipped with a minimum of two (2) 12-volt power outlets, one USB type-A, and the other USB type-C, both outlets shall be located on the front dash. Both outlets shall be accessible to the operator. Reference section 6.3.2.

2.10.5. All accessories and electrical equipment except headlights, parking lights, emergency flashers, wheelchair lift, shall be wired through the vehicle ignition switch to be operative only in ON or ACCESSORY positions.

2.10.6. The vehicle shall be equipped with dual, heavy duty 770-CCA minimum rating maintenance-free batteries or approved equivalent. The batteries shall be securely mounted in a stainless-steel battery box with stainless steel slide out tray that can accommodate the size and weight of the batteries. The battery shall pull out easily and properly support the batteries while they are being serviced. A locking device shall retain the battery tray in the stowed position. A body mounted latch shall hold the door in the fully opened position.

2.10.6.1. The stainless battery compartment or enclosure shall be vented and self-draining. It shall be accessible only from outside the vehicle on the curbside. All components within the battery compartment, and the compartment itself, shall be protected from damage or corrosion from the electrolyte and gases emitted by the battery, and from snow, slush, salt spray, mud, etc.

2.10.6.2. 12V and 24V of direct current (DC) shall be supplied from the batteries.

2.10.6.3. A battery cutoff switch for disconnecting both 12V and 24V power shall be located near the battery box or at a different location subject to approval by the Authority. A decal on the exterior of the battery access door shall be placed noting “battery shut-off” switch for awareness of first responders, reference the Authority’s Typical Decal Requirements for Paratransit Vehicle.

3. BODY

3.1. General

3.1.1. The frame structure shall have steel side-impact beams.

3.1.2. The frame shall be coated with rust inhibitor to increase longevity of vehicle. Rust inhibitor types are subject to approval by the Authority. Examples of acceptable rust inhibitor types include but are not limited to “aluminized steel” or “galvanized steel”.

3.1.3. The body shall be insulated with a fiberglass blanket or other fire-resistant insulation material (subject to approval by the Authority) with a minimum R-Value of ≥ 6 to prevent heat loss in cold weather, and cool air in hot weather **or approved equivalent**. The insulation shall be secure, completely cover each cavity or area, and easily removed and replaced when making repairs.

3.1.4. The interior surfaces shall be finished with a hard, smooth, cleanable material.

3.1.5. Water Test- each vehicle shall be capable passing a water test. The water test shall require each vehicle to be sprayed continuously with water on the top and sides of the vehicle for a minimum of 15 minutes to verify all seal integrity. Upon request the vehicle body builder shall provide to the Authority the water test results for each vehicle.

3.2. Roof

3.2.1. The roof shall be completely joined to become an integral part of the basic body. Both outer and inner roof shall be attached to the body in the same manner to prevent leakage. The new top must be completely sealed with an anti-fungal sealant.

3.3. Front Entrance Door

3.3.1. The vehicle shall be equipped with a front entrance door, located opposite the driver.

3.3.2. The doors shall be hinged type, double leaf with windows, and shall be driver operated electric.

3.3.2.1. The doors shall be fully glazed up to the top, bottom, and side frames of each section.

3.3.2.2. The front door panel glazing material shall have a nominal 1/8 inch or 3.3 mm thick laminated or tempered safety glass conforming to the requirements of ANSI Z26.1 Test Grouping 2 and the Recommended Practices defined in SAE J673.

3.3.3. The doors shall provide a clear entry height of 80 inches minimum from top of first step to top of door opening.

3.3.4. The doors when extended open should have a clear opening width of at least 32 inches with grab handles. Proposer shall offer largest door available that does not interfere with the interior layout/ design of the vehicle. Authority reserves the right of final approval.

3.3.5. Suitable weather stripping shall be used to provide a water and weather tight seal. The door’s front leaf shall overlap the rear leaf on the exterior side.

3.3.6. When the front entry door is open, a light shall provide at least one foot-candle of illumination on the street surface for a distance of three (3) feet from all points on the bottom step tread. Such light shall be located below window level and shielded to protect the eyes of entering and exiting passengers.

3.3.7. The vehicle shall be equipped with a stainless-steel diamond "Strike" plate on the entry wing as seen in figure 2. Final dimensions and location of the plate shall be subject to approval by the Authority.

FIGURE 2

"Strike" Plate (Reference only)



3.4. Stepwell

3.4.1. The front entrance door shall have a lowered stepwell with a minimum of two steps below construction of floor level. The front passenger steps and stepwell shall be constructed of heavy-duty corrosion resistant material or treated with rust proof coating.

3.4.2. The bottom step tread shall be a minimum of 10 inches and not exceed 12 inches from the ground unloaded. The individual step risers shall be a maximum of 9 inches in height with step tread depth a minimum of 8.5 inches without the use of cutback. The width of all steps shall be a minimum of 18 inches. No protrusions on the steps that interfere with a clear passage shall be permitted.

3.4.3. Steps shall be fully recessed, enclosed and protected from weather and other adverse conditions. The width of the lowered stepwell shall not extend more than 2 inches beyond the widest point on the vehicle.

3.4.4. The rubber covering shall be permanently bonded to the metal step surfaces and shall be properly sealed to prevent moisture from getting underneath and all necessary moldings provided. All step edges and thresholds shall have a band of yellow running the full width of the step or edge. The yellow step nosing shall be metal backed and permanently mounted.

3.4.5. Stepwell area shall have, when door is open, at least 2 foot-candles of illumination, measured on the first two step treads when entering vehicle. Step lights shall illuminate when engine is engaged or not.

3.5. Door Opener

3.5.1. An electric, driver operated door opener with positive locking control shall be provided to open and close the front door. There shall be an emergency switch located above the frame of door.

3.5.2. The door opener switch shall be placed on a console within reach of the seated operator and not interfere with the boarding or alighting passengers.

3.6. Windshield and Windows

- 3.6.1. OEM standard windows in the OEM doors and windshield on the basic chassis shall be retained.
- 3.6.2. Passenger windows shall be safety glass and uniformly tinted to 20% to 30% light transmittance without the use of tinting film. After market add-on films shall not be used.
- 3.6.3. Passenger windows shall be as tall as possible. The view height on glass shall be 34 inches (minimum).
- 3.6.4. Passenger windows shall serve as emergency exits and satisfy FMVSS 217. At least one passenger window on each side of vehicle shall be an emergency exit.
- 3.6.5. A fixed rear window on both curbside and streetside of rear panel shall be provided.
- 3.6.6. All windows shall prevent the entrance of air and water, including spray from commercial vehicle wash equipment, and driving rain.
- 3.6.7. At a minimum the street side rearmost window shall be fixed or solid type with no skylight or sliding vent window ("T" window). The remainder of the passenger windows shall have a sliding vent window ("T" windows).
- 3.6.8. All windows and tinting shall meet all applicable federal and state motor vehicle safety standards.
- 3.6.9. The vehicle shall be equipped with drip rail moldings over passenger windows and passenger entry door. Final location and design of the moldings shall be approved by the Authority.

3.7. Rear Door

- 3.7.1. A rear door with fixed upper and lower windows shall be installed for emergency exit from the vehicle. The width shall accommodate the egress of disabled persons and meet FMVSS and ADA requirements. The rear door shall have a minimum clear range width of 34 - 36 inches (minimum) and minimum clear height of 55 inches (minimum).
- 3.7.2. The rear door should be located on the centerline of the vehicle's rear panel.
- 3.7.3. There shall be no lock on rear door.
- 3.7.4. Rear door shall be easily operable from inside or outside of the vehicle.
- 3.7.5. An audible and visual warning device indicating if the door is not fully secured shall be provided in the operator area.

3.8. Roof Ventilator and Emergency Exit

- 3.8.1. A manual hatch shall be installed in the raised roof of the vehicle at approximately the center of the passenger compartment. The hatch shall be approximately 23" x 23" (minimum) and shall be installed so that fresh air can be circulated in the vehicle when in the open position. A watertight seal shall be formed by the hatch when in the closed position.

3.9. Bumpers

- 3.9.1. The front bumper shall be the OEM front bumper.
- 3.9.2. The rear bumper shall be energy-absorbing type, maintenance free, puncture resistant, backed with aluminum structure, minimum 5 mph barrier impact at curb weight, minimum 6.5 mph center

strike impact of a 4,000 lb. impact sled, and minimum 5.5 mph corner strike impact of a 4,000 lb. impact sled.

3.9.3. Proposer shall offer vehicle proximity sensor systems for the following areas: front bumper, rear bumper, and blind spot (warning system typically noted on exterior mirrors) and roof top. The Authority reserves the right of final approval.

3.10. Running Board

3.10.1. The driver's entrance shall be equipped with a 12-inch-wide running board (step) for easy access into the driver's area. The material shall have a non-slip surface. A metal surface with a permanent non-slip surface preparation. Non-slip tape design shall not be used.

3.10.2. The running board shall be securely mounted and adequately supported. It shall not bend, sag, crack, or become loose for the service life of the vehicle of 5 years or 150,000 miles.

3.11. Operator Hand Assist

3.11.1. A driver's hand assist shall be provided to aid the driver when climbing into the cab.

3.12. Exterior Lighting and Reflectors

3.12.1. Exterior lighting and reflectors shall meet all state and federal regulations. Lighting for the front entry and lift door areas must meet ADA requirements.

3.12.2. All exterior lights, excluding the headlights / front turn signal lights, shall be LED.

3.12.3. Mid-ship and running lights shall be installed. All marker lights shall be "armored" or recessed.

3.12.4. A center mounted rear brake light shall be installed. The light shall be located so that it is visible to vehicles behind the vehicle directly behind the vehicle being specified (e.g., over the roof of a normal sized following vehicle). The high mounted brake light shall be LED and shall be in addition to the standard brake lights provided on the vehicle. The high mount brake light shall illuminate in parallel with the normal brake lights.

3.12.5. The 4-way flashers/turn signal lights shall be amber and shall be separate from the red tail/brake lights. The red tail/brake lights shall not be used as 4-way flashers/turn signal lights.

3.12.6. A curbside and a streetside high mounted 6" min. diameter rear amber turn signal lights shall be installed. The lights shall be located so that they are visible to vehicles behind the vehicle directly behind the vehicle being specified (e.g., over the roof of a normal sized following vehicle). The high mounted amber turn signal lights shall be LED and shall be in addition to the standard turn signal lights provided on the vehicle. The high mounted amber turn signal lights shall illuminate in parallel with the normal turn signal lights.

3.12.7. A retro-reflective safety tape shall be mounted on the rear of the vehicle. The mounting location shall be subject to approval by the Authority.

3.13. Exterior Mirrors

3.13.1. Both StreetSide and curbside mirrors shall have black housing and shall include both flat and convex mirrors.

3.13.1.1. The driver shall be able to adjust both the flat and convex mirrors remotely while seated in the driving position.

3.13.1.2. Both flat and convex mirrors shall be heated.

3.13.2. The mirrors shall be manufactured using a variety of metals or high-impact plastics that are top quality and durable for superior performance even under abusive driving conditions.

3.13.3. The mirrors shall not present a distorted view due to vibration at any vehicle speed or when vehicle is stationary with the engine idling. Bus body manufacturer shall ensure the mirrors do not vibrate at any speed or at idle speeds.

3.13.4. The exterior mirrors shall meet all federal motor vehicle safety standards.

3.13.5. An additional 5" convex spot mirror shall be mounted on the arm of the curbside exterior mirror to provide visibility of the curb at the front door.

3.14. Undercoating and Mud Flaps

3.14.1. The entire underside of the vehicle body, including the undersides of wheel wells and fenders, shall be coated with a fire-resistant asphalt base or rubber base.

3.14.2. The vehicle shall be equipped with mud flaps behind the front and rear tires. The rear mudflaps shall not touch the engine exhaust pipe. Note: The exterior driver step may serve as mudflap for streetside front wheel.

3.15. Exterior Color

3.15.1. The exterior paint shall be OEM standard white using an acrylic enamel or gelcoat unless otherwise noted on the Authority's Typical Branding and Decal document.

3.15.2. Any metal body extensions shall match bus body OEM standard paint colors.

3.15.3. The body, including the roof, shall match the chassis OEM standard white paint color.

3.16. Decals

3.16.1. All exterior and interior decals such as vehicle numbers, logos, warnings, stickers, etc. shall be durable and fade, chip, abrasion, chemical, and peel resistant. Exterior decals shall be sealed with clear, waterproof sealant around all exposed edges if required by the decal supplier. All exterior and interior decals shall be purchased and installed by the Contractor.

3.16.1.1. The Authority's Typical Decal Requirements for Paratransit Vehicle are described and illustrated in Exhibit F-1.

3.16.2. All decal materials printing shall be done with high-quality inks and clear coat finish. Decals shall be kiss-cut and pre-masked in groups for ease of installation. All manufacturing and installation of decals shall be in accordance with the decal material manufacturer's specifications to qualify for warranties.

4. INTERIOR

4.1. General

4.1.1. Interior finish shall be completed in a highly professional manner. Interior colors shall be color-coordinated and complimentary to the vehicle's exterior color. Final color scheme shall be subject to approval by the Authority.

4.1.2. All pinch points, sharp edges, sharp corners, and/or protrusions shall be eliminated for safety reasons. Any fastenings or other objects that can catch a passenger's clothing or cause injury shall not be permitted. No abrasions, marks or cuts will be acceptable on any of the interior walls or seats.

4.2. Paneling and Trim

- 4.2.1. Interior paneling and interior roofing shall be a smooth, hard, and easy to clean surface.
- 4.2.2. All panels and trims shall be securely fastened. All rivets, screws, snaps, etc. in paneling shall present a finished look. All joints in the interior paneling shall be covered by trim strips or molding.
- 4.2.3. Panel fastening devices shall have smooth finishes without any unprotected sharp edges.
- 4.2.4. Fit and finish standards shall include the doors and interior panels being painted or finished with a non-glare finish in order to match the other interior panels. Final color scheme shall be subject to approval by the Authority.

4.3. Insulation

- 4.3.1. The vehicle body shall be fully insulated in the roof and all body panels, including all extended top and bottom door panels to deaden sound and reduce vibrations and temperature transfers.
- 4.3.2. A fiberglass blanket or other fire-resistant insulation material with a minimum R-Value of 7 shall be provided in sidewalls. The insulation shall be secure and completely cover each cavity or area.

4.4. Flooring

- 4.4.1. The floor shall be flat design without wheel wells. The sub-flooring shall be a minimum $\frac{3}{4}$ inch thick exterior A-C marine grade, water resistant plywood securely fastened to the under structure or ~~approved equivalent~~, a composite material. All subflooring materials are subject to approval by the Authority. All edges, cutouts, notches, etc., shall be properly sealed after cutting to prevent moisture from entering between the plies, if wood subflooring is used.
- 4.4.2.
- 4.4.3. The floor covering shall be wall-to-wall and have a coved union with the walls. The flooring shall extend up the wall at least three inches from floor. The cove shall be reinforced from behind with a piece of solid coving material that is properly configured to have a coved union with no gap.
 - 4.4.3.1. Plastic, fiberglass, or FRP cove molding shall be firmly attached to the floor and conform closely to the floor and sidewalls.
- 4.4.4. The floor covering shall be installed to flooring manufacturer specifications. All joints in the covering shall be butt cut and properly sealed. The floor covering shall be attached continuously to the sub-flooring by waterproof adhesive without voids. There shall be no bubbles or blisters in the floor covering.
- 4.4.5. The flooring covering shall be a non-slip surface that remains effective in all weather conditions and complies with all ADA requirements. The wear layer ~~shall~~ may be constructed with silicon carbide particles ~~and or shall not~~ contain aluminum oxide or quartz. The flooring ~~shall be~~ should have anti-microbial properties. The floor covering ~~shall~~ should meet FMVSS302 and Docket 90. The floor covering thickness shall be minimum 2.25 mm. Any decorative pattern shall be made with PVC colored chips and ~~shall~~ should be consistent throughout the wear layer of the floor covering. Intermediate layer ~~shall~~ should be a fiberglass reinforced grid to ensure dimensional stability $\leq 0.2\%$ according to ASTM D 1204. Backing ~~shall~~ should be felt textured with minimum thickness of 0.1 mm to ensure good mechanical adhesion on all types of substrates. ~~The warranty shall be for 12 years.~~ A 12-year warranty is preferred.
- 4.4.6. Minimum 1/8" thick smooth rubber surface shall be provided in the driver's area. OEM rubber flooring is acceptable in the driver's area.

4.4.7. A slip-resistant surface shall be provided in the step area of the driver, side and rear door entrances.

4.4.8. The Authority will pick the floor covering material from available types, patterns, and colors provided by the proposer.

4.5. Floor Plans

4.5.1. Floor plan and seating arrangement drawings for a two (2) wheelchair van configuration shall be provided by the proposer and are subject to review and approval by the Authority. The floor plans shall comply with the current ADA standards. A combination of stationary seats, flip up seats, and fold away seats may be used to accomplish the two (2) wheelchair configurations.

4.5.1.1. Two (2) wheelchair passenger seating arrangement configurations shall allow for a minimum of ten (10) ambulatory passengers.

4.5.2. Passenger seats shall be arranged such that the unobstructed hip-to-knee room, measured at seat level for each seated passenger, shall not be less than 27 inches.

4.5.3. The aisle width shall be minimum 14 inches.

4.5.4. The interior seating layout shall be such that each wheelchair position shall have access to the lift without disturbing the other wheelchair position.

4.6. Seating

4.6.1. The operator's seat. The operator seat shall consist of a deluxe high back, fully padded, contoured bucket type of heavy-duty construction. It shall be installed to allow maximum comfort for the driver. It shall be easily adjusted forward and backward without the use of tools.

4.6.1.1. Operator seat restraint. A three-point, black, uni-belt restraint, system shall be installed.

4.6.1.2. Operator seat ergonomics. The operator seat shall be ergonomically designed to help reduce driver fatigue and stress. It shall have adjustable lumbar, and 4-way adjustable headrest. The seat backrest shall easily adjust from 45 to 100-degree positions without hitting any objects (modesty panel or other components).

4.6.1.3. Operator seat armrest. The operator seat shall have heavy duty movable aisle side armrest.

4.6.1.4. Operator seat covering. The operator seat shall be made of heavy duty and durable cloth or approved equivalent breathable material. The cloth or approved equivalent breathable material color shall be black.

4.6.1.5. Operator seat installation documentation. The bus body builder shall provide documentation proving the resident installers have been certified by the manufacturer of the proposed/ accepted driver seat. Copies of Certification of Installation shall be made available to the Authority upon request. In place of qualifications testing, a certified driver seat test report submitted to the Authority prior to delivery of the vehicle is acceptable.

4.6.2. Passenger seating- fixed. Fixed seating shall consist of forward facing two passenger fixed mounted seats, with mid-hi back, "bench-like" style seating to allow for the comfort of larger passengers, top grab rail on aisle side seats, and flip up arm rest on aisle side seats. Top seat grab rails are also required on aisle side of rear row seats by/ against the back wall. The area under the seat shall be maximized to allow for assist dogs.

4.6.2.1. The seats shall be seat-belt ready, FMVSS 210 compliant, light weight steel frame system, and shall meet or exceed all applicable government standards for safety and durability.

4.6.2.2. The seats shall have ultra-thin backrest for added hip-to-knee room and lumbar support, molded polyurethane seat and back cushions for comfort and long-lasting support, and wire mesh-grid seat springs for even support.

4.6.3. Passenger seating- fold up. Fold up seating shall consist of forward facing two passenger fold away seats, with mid hi back, “bench-like” style seating to allow for the comfort of larger passengers, top grab rail on aisle side, and flip up arm rest on aisle side. When in the fold up position, the back of the seat is folded over the bottom and the whole seat is folded up against the sidewall of the vehicle. The folded seat shall be less than 10.5 inches thick when in the upright position.

4.6.3.1. The seats shall be seat-belt ready, FMVSS compliant, light weight steel frame system, and shall meet or exceed all applicable government standards for safety and durability.

4.6.3.2. The seats shall have ultra-thin backrest for added hip-to-knee room and lumbar support, fold to less than 10” thick when in the upright position, have cantilever design to provide reduced installation time, and comply with ADA criteria.

4.6.3.3. The seats shall have high quality polyurethane seat and back cushions for comfort and long-lasting support, wire mesh-grid springs for even support, and two locking mechanisms to hold the seat in the stowed position.

4.6.3.4. Flip/ fold up seating locking mechanism(s). When in the up position, the seat assembly shall have a positive lock feature to prevent falling down. The design shall be failsafe such that if the positive locking mechanism fails, the seat does not free fall when the vehicle is cornering.

4.6.4. All passenger seats shall be made of heavy duty and durable vinyl type material or approved equivalent that can be cleaned easily and does not absorb liquids and shall be fully padded for occupant comfort and retention.

4.6.5. Seats shall be color-keyed to the vehicle’s interior panels and exterior color. The seat material shall be vinyl that is abrasion resistant, mildew resistant, oil and sulfide stain resistant, anti-microbial protection, and cleaned with mild soap and water. Alcohol based cleaners are not allowed.

4.6.6. The Authority will pick the seat material from available types and colors provided by the proposer.

4.7. Passenger Restraint System

4.7.1. Each passenger seat position shall be equipped with fully retractable seat restraint belts. They are to have a push button release and heavy-duty inertia-type retractors. The passenger restraint belts in the center of the “true-style” bench seating shall be tethered in a manner that allows maximum flexibility to allow for the comfort of larger passengers.

4.7.2. Two belt extensions per vehicle are to be included. The extensions, when attached to the standard belt, will combine to a total minimum length of approximately 90”.

4.7.2.1. Seat belt extensions shall be compatible for use on all passenger seating i.e. stationary seating as well as, flip up, and fold up seating.

4.7.3. Seat belts shall be securely attached to structural members of the seat at two points. Belts may be attached to and become an integral part of the seat only if the seat has been tested to meet applicable FMVSS requirements.

4.8. Lighting

4.8.1. The interior of the vehicle shall be adequately illuminated. Overhead lighting fixtures and courtesy lights shall be arranged in such a manner to provide lighting intensity at a reading level of 15 (minimum) foot-candle illumination on a 1 square foot plane at an angle of 45 degrees from horizontal, centered 33 inches above the floor and 24 inches in front of the seat back at each seat position. The illumination on the lights shall be controlled by the operator.

4.8.1.1. An extra bright driver reading light with intensity at a reading level in driver’s lap of 30 (minimum) foot candles shall be provided.

4.8.2. Adequate light shall be provided for the instrument panel, with intensity controlled by an instrument panel switch. All add-on switches may be lighted and tied to the dash.

4.8.3. All door lights and the front passenger door/stepwell lights shall be LED. The first two step treads shall have LED lamps on both sides of each step tread and illuminate automatically when the passenger entry door is open. Stepwell light type and location shall be provided as to not be a hazard to boarding passengers. The lights shall illuminate downward, with no glare, and must meet ADA requirements.

4.8.4. Interior lighting fixtures shall be LED and mounted reasonably flush with the interior walls and ceiling.

4.8.5. Wheelchair lift LED lighting shall be provided and illuminate on the lift as well as on the street surface outside the lift door to meet ADA requirements.

4.9. Instrument Panel, Dash, Driver Area, and Other Controls

4.9.1. The dash, interior trims, sidewalls, ceiling, and floor shall have color coordinated colors that are consistent on all vehicles in the order. The Authority will select colors from an array of color schemes.

4.9.2. A driver’s coat hook and strap shall be provided behind or near the driver seat.

4.9.3. Instrument panel and dash shall be equipped with OEM instruments, gauges, controls, and switches, and shall be function imprinted, lighted, and position labeled. All controls and switches shall be within easy reach of the driver. No overhead switches or controls are permitted. Lights in lieu of gauges are not acceptable except as noted. The following OEM instruments, gauges, and controls are required:

4.9.3.1. Speedometer with odometer and trip odometer
4.9.3.2. Oil pressure gauge
4.9.3.3. Voltmeter
4.9.3.4. Engine coolant temperature gauge
4.9.3.5. Fuel gauge
4.9.3.6. Upper beam head lamp indicator (light)
4.9.3.7. Directional signals (light)
4.9.3.8. Parking brake on (light)

4.9.3.9. ABS warning (light)
4.9.3.10. Headlight switch
4.9.3.11. Inside hood release
4.9.3.12. Climate and fan controls for front area and rear area heater, defroster, and air conditioner
4.9.3.13. 12 Volt Auxiliary Power Outlets (2 minimum)
4.9.3.14. Windshield wiper and washer – two speed, intermittent type
4.9.3.15. Emergency flashers

4.9.4. No radio. Delete/ remove the external AM/FM radio antenna.

4.9.5. Operator instrument panel and console shall be equipped with the following controls. All controls and switches shall be within easy reach of the driver, function imprinted, lighted, and position labeled. No overhead switches or controls are permitted.

4.9.5.1. General Interior Lights
4.9.5.2. Brake Lock/Lift Override
4.9.5.3. HVAC System Fresh Air
4.9.5.4. Rear A/C
4.9.5.5. Rear Heater
4.9.5.6. Lift Door Ajar
4.9.5.7. Rear Door Ajar

4.9.6. OEM driver’s sun visor and OEM interior rear-view mirror to be provided.

4.9.6.1. In addition to the OEM interior rear-view mirror, flat rectangular 16”W X 6”H (minimum glass view area) interior rear-view mirror shall be provided and installed by the vehicle manufacturer for the driver to observe passengers inside the vehicle without leaving the seat and without shoulder movement. The operator shall be able to observe passengers in the front/entrance area, anywhere in the aisle, and in the rear seats. The rear-view mirror shall be installed in a position on the header that reduces the possibility of an operator hitting their head as they rise from the operator’s seat.

4.9.6.2. The OEM interior rear-view mirror shall be a minimum of 10” wide rear-view mirror mounted on the windshield.

4.9.7. A vehicle height clearance warning sign shall be posted on the header panel in clear view of the driver.

4.10. Heating and Cooling

4.10.1. Front heater and defroster shall be OEM with the maximum BTU rating available.

4.10.2. An auxiliary rear heater system can be supplied as an integral part of the A/C system or separate system. Blower motor for the auxiliary heater system shall be controlled by a three-position switch ("OFF" position and 2 speeds) or approved equivalent.

4.10.3. There shall be shut-off valve(s) in the heater piping located near the engine on both water lines and easily accessible.

4.10.4. Front, high capacity, air conditioning shall be provided. OEM in-dash unit shall be supplied with the maximum BTU rating available. The dash unit shall be separately controlled from any auxiliary system. The rear unit is to be completely separate from front unit so that if one system fails the other may continue to function.

4.10.5. An auxiliary ceiling rear air conditioning system shall be supplied. Air circulation shall be high volume with low velocity to provide draft-free comfort.

4.10.5.1. The auxiliary A/C condenser shall be equipped with 3 cooling fans, instead of 2, to increase efficiency.

4.10.5.2. The auxiliary A/C unit's refrigerant fitting connections are to be of an HNBR O-ring type to insure leak-free and reliable operation.

4.10.6. The combined air conditioning systems shall meet the pull-down test as described in Section 8 of the APTA document, "Recommended Instrumentation and Performance Testing for Transit Bus Air Conditioning System." The air conditioning portion of the HVAC system shall be capable of reducing the passenger compartment temperature as defined in the referenced test procedure from 110°F to 70°F ± 3°F in less than 30 minutes after start-up of A/C system. No simulated solar load shall be used. There shall be no passengers on board, and the doors and windows shall be closed. The pull-down test will be validated by the Authority.

4.10.7. The controls for the auxiliary system shall have a naming convention that is intuitive so that an operator may easily understand how to operate the auxiliary HVAC system.

4.10.8. The bus body builder shall provide documentation proving the resident installers of the proposed HVAC system have been certified to install the proposed/ accepted product. Copies of Certification of Installation shall be made available to the Authority upon request. The inspection and testing shall be confirmed with the Authority's representative present.

4.11. Stanchions and Grab Bars

4.11.1. Stanchions and grab bars shall be made of steel, a minimum of 1-1/4" in diameter and not padded. All stanchions and grab bars shall be knurled, powder coated yellow, and mounted to structural main members.

4.11.2. Vertical stanchion bars with modesty panels shall be provided at the rear edge of the stepwell, and directly behind the driver seat. A third vertical stanchion bar with modesty panel shall be provided based on design submittals of the proposer per section 4.5.

4.11.2.1. Protective barrier on vertical stanchion bar behind the operator seat. The vertical stanchion bar installed behind the operator seat shall have a clear protective barrier installed to

protect the operator. The protective barrier shall be installed in the area between the stanchion and the streetside interior wall or header (depending on proximity to the operator seat. The protective barrier shall not impede access to the message center. The protective barrier shall be a minimum of 1/4" thick and of a polycarbonate material.

4.11.3. A grab bar shall extend from the curbside stanchion, rear edge of the stepwell, down to the stepwell rear wall at an appropriate height and angle to provide passengers some support while climbing up the steps.

4.11.3.1. Another grab bar shall extend from the front header panel curbside structure, down to the stepwell front wall at an appropriate height and angle to provide passengers some support while climbing up the steps.

4.11.3.2. A 16-inch long (minimum) horizontal grab bar shall be mounted on the header panel structure at the space in between the edge of interior rear-view mirror and end of the grab bar in 4.11.3.1 to provide passengers some support while at the stepwell landing area. The horizontal grab bar shall be at the same level with the end of the grab bar in 4.11.3.1.

4.11.4. A grab rail shall be provided on the wall at each wheelchair position to provide passengers with wheelchair leverage in positioning their wheelchair.

4.11.5. Two grab rails shall extend the length of the ceiling of the interior, one on each side of the aisle to offer support to passengers as they traverse the length of the vehicle. The grab rails shall be 30"-36" (on centers) apart, and the bottom of each grab rail shall be 66"-72" high from the floor.

4.11.5.1. The curbside grab rail on the ceiling shall not obstruct access to the wheelchair lift.

4.11.6. Grab straps shall be suspended from ceiling grab rails, one at each seat row location on both sides of vehicle with a minimum of six (6) straps or four (4) straps on streetside and 2 straps on curbside. Straps should be 10 inches long if possible.

4.12. Modesty Panels

4.12.1. Modesty Panels. There shall be a minimum of three (3) modesty panels installed on the interior of the vehicle. All modesty panels shall be covered with same material as the floor covering.

4.12.1.1. Modesty panel directly behind the operator seat. There shall be a modesty panel installed directly behind the operator seat (refer to sections 4.6.2, 4.11.2. and 6.8.11.1).

4.12.1.2. Modesty panel next to the entrance/ exit stepwell. There shall be a modesty panel installed next to the entrance/ exit stepwell.

4.12.1.3. Modesty panel next to the wheelchair lift. There shall be a modesty panel installed next to the wheelchair lift so as to protect the wheelchair lift pump components. The modesty panel shall be installed so that it does not restrict access to the wheelchair lift pump assembly.

4.13. Emergency and Safety Equipment

4.13.1. Handheld Fire Extinguisher – The vehicle shall be equipped with one (1) hand-held, dry chemical type, multipurpose, Class ABC, 5lb., rechargeable with gauge, UL approved fire extinguisher. It shall be bracket mounted securely behind the driver's seat in a location subject to approval by the Authority.

4.13.1.1. Bracket for handheld fire extinguisher shall be made of steel, red in color, and have two (2) rubber straps that secure cylinders that are a maximum of 13 lb. and diameters of 4-1/4" to 6-1/4" in diameter.

4.13.2. Warning Kit – The vehicle shall be equipped with three (3) portable warning reflectors that can be mounted on stands and shall be furnished in a kit or box. Kit shall be mounted under the rearmost seat. The Authority reserves the right of final installation location approval.

4.14. Message and Brochure Holders

4.14.1. The message holder and brochure holder shall be supplied and installed by the vehicle manufacturer.

4.14.2. The message holder shall have metal backing plate and clear plexiglass facing that can accommodate 11" X 17" printed message sheets with slot provision for 8-1/2" X 11" printed message sheets. The printed message sheets shall be easily inserted into and pulled out from the holder.

4.14.2.1. The metal backing plate shall be aluminum, 0.080" minimum, black powder coated on both sides and all edges. The clear plexiglass shall be 1/8" (minimum) thick. The space in between the backing plate and clear plexiglass for printed message sheets shall be 1/8" minimum.

4.14.3. The brochure holder shall be formed aluminum plate, 0.080" minimum, black powder coated on both sides and all edges. It shall have a space of 2 inches (minimum) thick for 4" X 8-1/2" brochures.

4.14.4. The message and brochure holders shall be mounted securely on a vertical panel so as to be visible from any passenger area inside the vehicle. The mounting locations are subject to approval by the Authority.

4.15. Operator Storage Box

4.15.1. Proposer shall offer an option for storage box for the operator that is preferably lockable for the purpose of storing personal items (e.g. large enough to store a purse).

4.16. Passenger USB Charging Ports

4.16.1. Proposer shall offer option for the installation of USB charging ports throughout the passenger area of the vehicle for small personal electrical devices.

5. WHEELCHAIR PASSENGER SYSTEMS

5.1. General

The design and construction of the vehicle shall be in accordance with all requirements defined in 49 CFR, Part 38, Subpart B: ADA Accessibility Specifications for Transportation Vehicles - Buses, Vans and Systems. Space and body structural provisions shall be provided to accommodate the wheelchair loading system. Specific requirements, including the number of wheelchairs to be accommodated, the tie down and securement devices, and flip-up/fold away seats, are subject to approval by the Authority.

Flip-up/fold away seats may be used to accommodate wheelchair passengers. When in the up position, the seat assembly shall have a positive lock feature to prevent falling down. The design shall be failsafe such that if the positive locking mechanism fails, the seat does not free fall when the vehicle is cornering.

The terms "wheelchair" and "mobility aid" may be used interchangeably in this document.

5.2. Wheelchair Stations

- 5.2.1. Each wheelchair station shall consist of usable floor area in which a passenger in a wheelchair may be positioned and where wheelchair occupant restraint systems and wheelchair securement devices are to be installed.
- 5.2.2. All wheelchair stations shall be designed to secure wheelchairs in a forward-facing position.
- 5.2.3. Each wheelchair station shall have a minimum clear floor area of 30" in width and 48" in depth. No obstructions shall hinder a wheelchair from being rolled into place.
- 5.2.4. All wheelchair positions shall have clear and unfettered access to the lift. No wheelchair shall need to be moved or unloaded when loading or unloading other wheelchairs.

5.3. Wheelchair Securement System (Tie-Downs)

- 5.3.1. A four-point tie down system shall be provided at each wheelchair station to securely hold the wheelchair.
- 5.3.2. The securement system shall be an L-track system with all necessary hooks or buckles, hardware fittings and other parts to make it a complete wheelchair securement system.
- 5.3.3. The L-track system shall consist of lengths of pre-drilled track installed throughout the vehicle and used to secure retractors or tie-downs to the floor and walls. The material shall be durable and low maintenance and constructed of aluminum alloy for maximum strength and durability.
 - 5.3.3.1. L-tracks on the floor shall be equipped with end caps to minimize snags and catches on the track edge.
 - 5.3.3.2. L-track for wheelchair occupant restraint system. L-track mounted to the walls above the windows shall only be the length necessary to secure the ADA shoulder belt to structural member of the wall. Reference section 5.4.
 - 5.3.3.3. Securement system storage. L-track shall be installed on modesty panels and or rear walls for the storage of securement devices when not in use. The Authority will work with the proposer to identify the installation locations.
- 5.3.4. The restraint system retractors shall be knob less and one-handed operation and shall have positive lock indicator. It shall accommodate larger wheelchairs, shall be automatic, self-locking, self-tensioning, interchangeable, low profile, compact, durable, and universal design. The J-hook shall reduce twisting of belts.
- 5.3.5. The L-track mounting system installation locations shall be reviewed and approved by the Authority prior to production. The mounting location proposals shall be presented in the form of drawings that are subject to Authority approval.
- 5.3.6. The L-track shall be installed with care so as not to damage or destroy the integrity of the flooring and shall be sealed to prevent moisture from entering the subfloor.
- 5.3.7. The securement system (restraints) shall not interfere with passenger movement or present a hazardous condition, when not in use.
- 5.3.8. The wheelchair securement system shall be designed and installed to meet all applicable federal motor vehicle safety standards as well as ADA requirements, and the system shall be mounted in accordance with the wheelchair securement manufacturer's specifications.

5.3.9. Literature describing and giving instructions on the use of the wheelchair securement system shall be provided with each vehicle.

5.4. Wheelchair Occupant Restraint System

5.4.1. A three-point restraint system consisting of a lap and shoulder belt combination with push button release shall be provided for each wheelchair station.

5.4.2. The shoulder attachment point shall be secured to a structural member of the sidewall. Shoulder belts shall be retractable at the wall connection or removable and shall not hang loose or interfere with movement in vehicle when not in use. Accommodations should be made in the design for securing passengers who may be located at any position over the length of the vehicle as a result of various mobility device wheelbases (configurations). The wheelchair occupant restraints shall properly fit and secure the passenger regardless of where they are restrained along the length of the tracks.

5.4.3. Loose wheelchair lap belts and passenger lap extensions shall be securely stored in a wall mounted device subject to approval by the Authority.

5.4.4. The wheelchair occupant restraint system shall comply with all federal and state motor vehicle safety standards and regulations.

5.5. Wheelchair Lift

5.5.1. The vehicle shall be equipped with a wheelchair lift system that meets all applicable ADA standards and FMVSS 403/404.

5.5.2. The wheelchair lift shall be fully automatic, NHTSA compliant, and shall have excellent reliability and durability, it shall interface with OEM interlocks, shall have locking mechanical inboard barrier, and shall have quiet operation and low current draw, 70 amperes at 12V or less.

5.5.3. The wheelchair lift shall have integrated backup pump and equipped with adjustable anti-rattle feature. Platform movement shall be prevented during unsafe operation.

5.5.4. The lift shall have a minimum rated load capacity of 800 pounds.

5.5.5. The lift shall operate on the vehicle's existing heavy-duty electrical system.

5.5.6. Placement of the lift or the method of attachment shall not diminish the structural integrity of the vehicle or cause a hazardous unbalancing of the vehicle either by its weight when the vehicle is moving or when the vehicle is stopped.

5.5.7. All through body fittings shall be of non-corrosive materials. All wiring and cords for an interior mounted lift shall be able to withstand adverse weather conditions, extreme heat and cold. Protective covering for wiring and cords shall be provided if necessary. All through-body fittings shall be re-undercoated with an automotive type undercoating and otherwise sealed from moisture.

5.5.8. An operational manual shall be provided with each vehicle to include at a minimum, normal and manual lift operations, and preventive maintenance schedule, use of wheelchair restraint and seat belt system, lift troubleshooting and parts listing.

5.5.9. The lift shall be mounted in a position that best suits the requirements of the Authority. The Authority reserves the right of final approval. Approval will be given based on design submittals of the proposer per section 4.5.

5.5.10. The bidder shall propose a belt system that goes across the lift arms that is intended to cue the wheelchair passenger that movement is allowed.

5.5.11. The bidder shall propose marking /stripes on the lift platform floor that signals to a wheelchair passenger the “center” of the lift platform.

5.5.12. The bus body builder shall provide documentation, at the request of the Authority, proving the resident installers have been certified by the proposed Wheelchair Lift manufacturer to install the proposed/ accepted product. Copies of Certification of Installation shall be made available to the Authority upon request.

5.6. Lift Controls

5.6.1. Operating controls for the lift shall be of heavy-duty, all-weather, commercial type and shall be designed for hand-held operation with adequate cord extension to allow operation of the lift by the operator standing outside the vehicle at a position behind or at the side of the lift platform. A method for storing and securing the controls when not in use shall be provided.

5.6.2. In addition to the normal operating power, a manual backup system for unloading wheelchair passengers and returning the lift to the stowed position shall be provided in the event of electrical failure. The backup system shall be mounted on the interior of the vehicle and in a location that will not interfere with passenger loading and unloading.

5.6.3. The lift controls shall be inoperative unless the vehicle’s emergency/ park brake is applied and the transmission is in the “Park” position (in conjunction with the interlock system in section 5.7).

5.7. Interlock System

5.7.1. The vehicle shall be equipped with an Interlock System that is activated when the wheelchair lift doors are open.

5.7.2. Before the wheelchair lift can be operated, the transmission must be shifted in park, the park brake must be applied, and the wheelchair lift doors must be in the open position. If the wheelchair lift doors are opened with the transmission not in park, an audible alarm shall sound. After transmission is shifted in park, the audible alarm will be deactivated, and the transmission is locked in park and cannot be shifted out of park until the wheelchair lift doors are closed.

5.7.3. The Interlock System is deactivated when the wheelchair lift doors are closed and the park brake is released. Unless the park brake is released, the transmission is locked in park and cannot be shifted out of park to prevent driving the vehicle with park brake applied.

5.7.4. Before the powered front passenger doors can be opened, the transmission must be shifted in park. The doors can still be opened at any time using the emergency switch or manual release lever above the door.

5.7.5. The Interlock System is deactivated when the wheelchair lift doors are closed.

5.7.5.1. On double-leaf doors, both panels must be fully closed and properly latched to deactivate the Interlock System.

5.7.6. The Interlock system shall not put the vehicle into “high idle” when activated.

5.8. Lift Door

5.8.1. Lift door and opening shall meet all ADA requirements.

5.8.2. The lift doors shall be heavy duty hinged type double leaf with windows and equipped with a device to prevent doors from closing when the lift is in motion.

5.8.3. All necessary servicing and adjustments shall be made on the equipment prior to delivery of the vehicle. All equipment shall be ready for immediate and continuous operation upon delivery of the vehicle.

6. ELECTRONIC EQUIPMENT

6.1. ITS Equipment

6.1.1. No requirement for Intelligent Transportation Systems (ITS) equipment.

6.2. Cable Conduits and Auxiliary Power Connections

6.2.1. Cable conduits shall be installed to facilitate service of antenna harnesses. These conduits shall be ¾ inch inside diameter or larger and be routed in a continuous fashion. The conduit shall have bend radiuses that will permit the ease of pulling cables (no sharp or right angles), reference antenna requirements in section 6.5. Please refer to table 1 below.

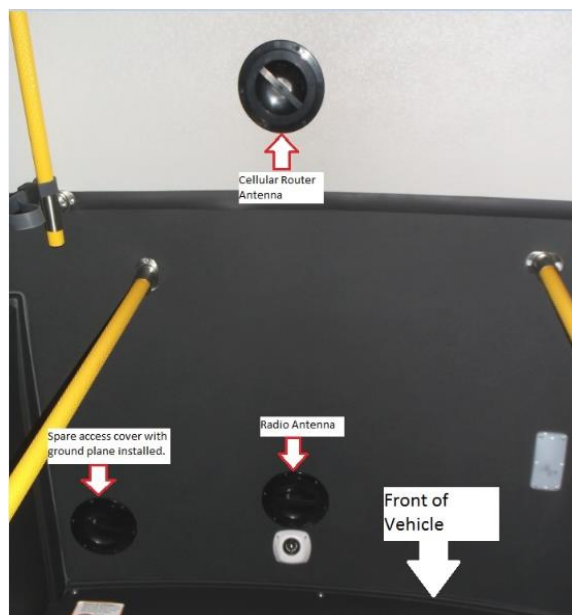
Table 2

From	Termination
Roof mounted Antenna, Cellular Router	Radio Compartment Above Windshield or Above Driver's Window, or Other Authority Acceptable Locations
Roof mounted Antenna, Radio Transceiver	Radio Compartment Above Windshield or Above Driver's Window, or Other Authority Acceptable Locations
Roof mounted Antenna, Spare	Radio Compartment Above Windshield or Above Driver's Window, or Other Authority Acceptable Locations

6.2.1.1. Preferred installation location of the listed antennas and spare:

FIGURE 3

Antenna Installation Diagram



6.3. Auxiliary Power Requirements

6.3.1. The following auxiliary connections/ circuits shall be provided inside the radio box compartment above the windshield. Each connection/ circuit shall have its own four (4) post bus bar, reference figure 5:

- 1 (minimum) - 12V IGN @ 10 Amps
- 2 (minimum) - 12V BATT @ 20 Amps each
- 2 (minimum) – 24V BATT @ 10 Amps each
- 1 (minimum) – 24V IGN @ 10 Amps
- 3 (minimum) – GND

6.3.2. The vehicle bidder shall supply provisions for the installation of an Android tablet. The provisions shall include:

A minimum of two (2) 12-volt power sources, each consisting of 12v BATT and a ground in the center of the dash.

- One power source shall be a female USB-C
- One power source shall be a female USB- A

The final installation configuration shall be subject to approval by the Authority.

6.4. Inertia Based Camera System Provision

6.4.1. The vehicle manufacturer shall install provisions that allow a “plug and play” connection for installation of an inertia-based camera system. The provisions shall include:

- a conduit for the cable harness for an inertia-based camera system, from herein shall be referred to as “IDrive”. The conduit for the IDrive shall run from the radio compartment above the windshield to the center of the top of the windshield.
- Readily available connections/ inputs shall be marked and located in the radio compartment for the IDrive monitoring system. Refer to figure 4 for the required connections/ inputs:

FIGURE 4

IDrive Wiring Diagram



6.5. Antennas

6.5.1. The Radio antenna shall be supplied and installed by the manufacturer. The antenna shall have the following features: 890-960 MHz, 3 dB low visibility white antenna, wide bandwidth and low radiation pattern, exterior made of the highest-grade plastic, for inside or outside use, ground plane required, 150-watts maximum power, 1 Year Warranty.

6.5.1.1. The antenna mount and cable assembly shall be supplied and installed by the manufacturer. The end of the antenna cable shall terminate in the overhead radio compartment. Cable assembly shall be routed through the conduit per requirement in section 6.2.1.

6.5.1.2. The antenna mount and cable assembly shall have the following features: ¾" thru-hole mount, 17-ft long RG-58/AU cable, TNC connector (crimp), all brass construction and gold-plated contact design to ensure the most corrosion resistance and best power transfer, 78 Rockwell Hardness brass material to resists corrosion, silver soldered ground lug and contact to eliminates RF noise or static, 1 Year Warranty.

6.5.1.3. The antenna mount and cable assembly must be fully integrated by the Contractor. The antenna and mount & cable assembly shall match and properly/securely installed on the vehicle.

6.5.1.4. The vehicle manufacturer shall install a radio antenna ground plane in the roof section as required.

6.5.1.5. Cable distance from the antenna to the radio compartment above the windshield shall be less than 25 feet.

6.5.1.6. The underside of the antenna shall be accessible for service of the antenna connector. The vehicle manufacturer shall install the interior ceiling cover plate if needed.

6.5.1.7. The location of the antenna shall not be more than 10 degrees from horizontal.

Refer to figure 3, antenna installation diagram for preferred location of the radio antenna.

6.5.2. Cellular Router antennas, two (2) per cellular router shall be supplied and installed by the Dealer/manufacturer. Each antenna shall have the required cabling, be tested, and certified to operate with the cellular router specified in section 6.6 Cellular Router section. Each antenna shall have the following requirements:

- 9 in 1 Dome Antenna
- 4 x 5G/LTE 617-6000MHz (MiMo)
- GNSS
- 4 x Wi-Fi 2.4/5GHz
- White in color
- Low profile form
- Omnidirectional
- Support Networks- CBRS, FirstNet, and 5G NR

6.5.2.1. The antenna ground planes shall be independent and maintain a high level of performance even when mounted on a non-metallic surface.

6.5.2.2. The underside of the antennas shall be accessible for service of the antenna connector. The vehicle manufacturer shall install the interior ceiling cover plate if needed.

6.5.2.3. The cellular router antenna cables shall be routed through conduit per section

6.5.2.4. Refer to figure 3, antenna installation diagram 6.2.1.1 for preferred location of the cellular antenna.

6.6. Cellular Router

6.6.1. Cellular router, cables, and antenna shall be supplied and installed by the manufacturer. Cellular router shall meet the following requirements or approved equivalent:

The cellular router shall be purpose-built for transit vehicles with dual-5G cellular radios and dual independent 4x4 MIMO Wi-Fi 6 subsystems. The cellular router shall support complete device-to-cloud security, Out-of-Band management, expandability, and upgradability.

The cellular router shall have the following specifications or approved equal:

CELLULAR

Peak D/L 5G - Up to 4.14 Gbps DL, 4G LTE CAT 20 - Up to 2 Gbps DL

Peak U/L 5G - Up to 660 Mbps UL, 4G LTE CAT 20 - 210 Mbps UL

5G

Frequency Bands –

Sub-6 Non-standalone (NSA): n1, n2, n3, n5, n28, n41, n66, n71, n77, n78, n79

Sub-6 Standalone (NSA & SA): n1, n2, n3, n5, n7, n8, n12, n20, n25, n28, n38, n40, n41, n48, n66, n71, n77, n78, n79

4G LTE

Frequency Bands –

B1, B2, B3, B4, B5, B7, B8, B12, B13, B14, B17, B18, B19, B20, B25, B26, B28, B29, B30, B32, B34, B38, B39, B40, B41, B42, B43 (future), B46, CBRS B48, B66, B71
3G WCDMA/HSPA+

Frequency Bands –

, B4, B5, B6, B8, B9, B19

LPWA (Low-Power Wide area)

Frequency Bands –

B1, B2, B3, B4, B5, B8, B9, B10, B12, B13, B17, B18, B19, B20, B25, B26, B27, B28, B66

APPROVALS

Regulatory* -

, IC, PTCRB, GCF, CE, RED, RCM

Carrier* -

Verizon, AT&T, T-Mobile, BT, Telstra

HOST INTERFACES

Main body –

Single 5G: 4x RJ-45 Ethernet ports (1x5 Gbps, 3x1 Gbps)

Dual 5G: 5x RJ-45 Ethernet ports (1x5 Gbps, 4x1 Gbps)

LPWA ALMS Out-of-Band Management

USB 3.2 Type-C port

Dual RS-232 serial port on RJ-45 connector

Aux Port (GPIO/CAN)

Dual SIM Slots
Bluetooth (future)
Single 5G: 15x FAKRA antenna connectors (4x4 Cellular,
Dual 4x4 Wi-Fi, GNSS, Bluetooth, LPWA)

SECURITY

AAA 802.1x /Radius authentication with Wi-Fi and Ethernet
Firewall Stateful firewall with port forwarding, DMZ
WLAN Encryption WPA2/WPA3 Personal/Enterprise FIPS 140-2

WI-FI

Dual independent 4x4 MIMO Wi-Fi 6 AP/STA up to 2.4
Gbps
Support for 128 clients
WPA2/3 Enterprise
Each independently configurable as Wi-Fi WAN or Wi-Fi
Access Point
High output power 23 dBm (per chain)
Captive Portal (future)

ENVIRONMENTAL

Temperature -

Operating Temperature: -30°C to +70°C / -22°F to
+158°F

Storage Temperature: -40°C to +85°C / -40°F to +185°F

Humidity: 95% RH @ 60C

IP64 rated ingress protection

MIL-STD-810G conformance to shock, vibration, thermal
shock, and humidity

POWER

Input/Operating Voltage -

7 to 36 VDC

Power modes –

Dual 5G Peak 68W (5.7A @12V); Standby 55mW
(4.5mA@12V)

Built-in protection against voltage transients including 5
VDC engine cranking

Ignition Sense with time delay shutdown

NETWORK AND ROUTING

Sierra Cognitive Wireless

IPv4 and IPv6 Routing

Network Address Translation (NAT)

LAN Segmentation

IPv4 Passthrough and IPv6 Prefix Extension

WAN/LAN Connection Policy Management

Policy-Based Routing

QoS -

Application/ Traffic Priority Queuing

WAN Monitors –

Connection Failure Recovery

- Configurable MTU size
- Multiple LAN Support
- Customize transmission buffer size
- Static Routing
- WAN Ethernet

VPN

- Integrated with ACM VPN Server
- IPsec protocol with IKEv1/IKEv2
- FIPS 140-2

Encryption - 128/AES192/AES256

Hashing - SHA256/SHA384/SHA512

Key Exchange - DHGroup14/15/16/17/18/19/20/21

- LAN to LAN and Host to LAN

- Up to 10 concurrent tunnels per link

- MOBIKE protocol

- IP compression

- Full/Split Tunnel

- Dead Peer Detection (DPD)

INDUSTRY CERTIFICATIONS*

Safety - IECCE Certification Bodies Scheme (CB Scheme), UL 60950

Vehicle Usage - E-Mark (72/245/EEC, 2009/19/EC), ISO7637- 2, SAE J1455 (Shock & Vibration)

Environmental - RoHS2, REACH, WEEE, C1D2

Rail Usage - EN50155 (Rolling Stock)

RELIABILITY

MTBF - Dual 5G: 27.5 years (Telcordia SR-332 Issue3 Method1)

SUPPORT AND WARRANTY

- 1 year standard warranty with up to 5 years extended warranty with current AirLink Premium subscription.

- Unrestricted critical firmware updates.

EDGE COMPUTING

- Support for Edge Compute Containerized Applications (future)

DIMENSIONS

Cellular Router, Main body with Dual Expansion Cartridge

268mm x 220mm x 53mm (10.55in x 8.66in x 2.08in)

6.6.2. Cellular Router Service Subscription

The Dealer/manufacturer shall provide a minimum one (1) year subscription for each cellular router.

6.6.3. The cellular router shall be installed by the vehicle manufacturer in the electrical compartment above the driver in a manner to allow adequate room for cabling and connectors as well as maintenance accessibility. Refer to figure 5, Electrical Compartment Above Driver Preferred Installation.

6.6.3.1. The cellular router shall be tested for basic power-up at the vehicle manufacturer's site before delivery to the authority.

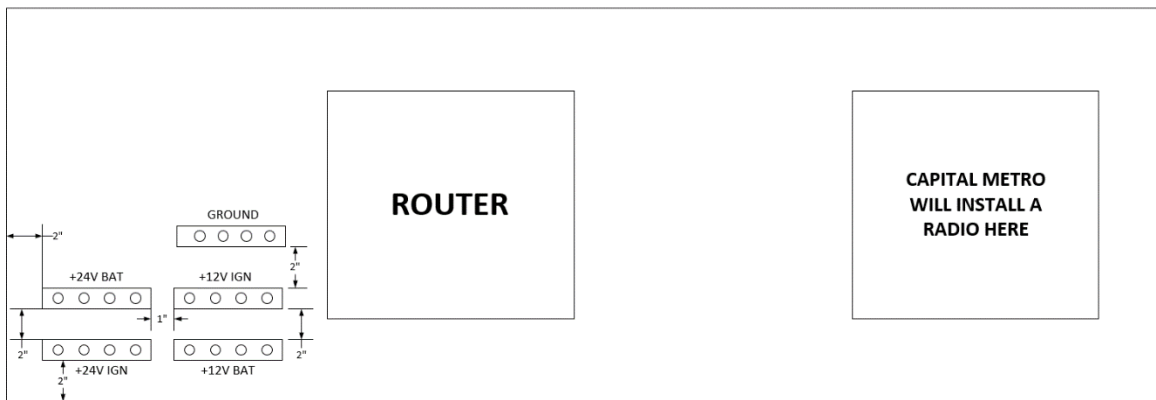
6.6.3.2. Vehicle manufacturer shall supply the authority the with the cellular router manufacturer’s Serial Number and IMEI number for each router prior to delivery.

6.7. Radio

6.7.1. The radio will be supplied and installed by the Authority. Accommodations for the radio shall be provided by the vehicle manufacturer. Accommodations meaning an area to mount the RF Deck of 8” x 12” in the electrical compartment above the driver.

6.7.1.1. Preferred installation location of radio and other components in the electrical compartment above the driver:

FIGURE 5
Electrical Compartment Above Driver, Preferred Installation.



6.8. Closed Circuit TV (CCTV)

6.8.1. The CCTV system shall be supplied and installed by the vehicle manufacturer. The CCTV system shall include eight (8) color cameras, control system, an 8” reverse monitor, and a recording storage device. The system shall have the capability of marking and saving an event as specified by the Authority. The system module shall be located on the panel behind the operator seat.

6.8.2. The CCTV system shall operate 1 microphone at a minimum. The microphone shall be mounted in the operator area.

6.8.3. The CCTV system shall have the following capabilities:

6.8.3.1. The system shall have compatible and interchangeable formats that support simultaneous recording of up to four (4), eight (8), twelve (12), or sixteen (16) high-definition cameras and an equal number of microphones [up to four (4), eight (8), twelve (12), or sixteen (16)].

6.8.3.2. The system shall support two additional audio channels capable of synchronizing to user-selectable cameras.

6.8.3.3. The Recorder shall provide PoE (Power over Ethernet) to up to four (4), eight (8), twelve (12) or sixteen (16) high-definition IP cameras directly with no additional hardware required.

6.8.3.4. The system shall be capable of recording all cameras at the highest resolution and quality at a minimum of 30 images per second per camera.

6.8.3.5. The Recorder shall be ruggedized and secure with lockable recording media without the need for an additional enclosure.

6.8.3.6. The system shall include a driver event switch that features a system status “heartbeat” style health indicator to provide visual confirmation that the system is operating properly.

6.8.3.7. The system shall be capable of simultaneous recording, playback and remote access allowing multiple users to review video without interruption of recording.

6.8.3.8. The system shall save the serial number of the hard disk drive to the system log in order to record and track the replacement of the recording media.

6.8.3.9. The system shall have a recording capability of no less than 20 days of recording space on a 2TB SSD storage and shall be programmable to automatically tag events, to include panic button activation and a hard deceleration/impact. Tagged events shall be stored, and available through both wireless download and manual retrieval of the video on the DVR.

6.8.3.10. All storage shall be removable. Systems that move data between multiple storage devices shall not be acceptable.

6.8.3.11. The system shall record onto a removable hard disk drive equipped with a key lock to prevent tampering and shall be 'swappable' for use in any same model Recorder, regardless of the number of cameras supported.

6.8.3.12. The system shall be capable of maintaining one (1) month of recorded high-definition video at a rate of 30 images per second on every camera simultaneously on a single on-board drive.

6.8.3.13. The system shall be made entirely of new materials and shall be engineered and constructed with rugged materials to protect the system from environmental elements including shock, dust and humidity.

6.8.3.14. The Recorder shall be Mil-Spec Rated: STD-810F, and SAE Rated: J1455, for vibration and shock and include a shock absorbing mounting kit.

6.8.3.15. The system shall be capable of configuring video quality, resolution and recording speed individually for each camera.

6.8.3.16. The Recorder shall record video in user adjustable resolution settings of U-HD (3840x2160), F-HD (1920x1080), HD 1280x720), W-D1 (864x480), Q-HD (640x360) or W-CIF (432x240).

6.8.3.17. The system shall not require defragmentation, maintenance or any other housekeeping operations that may interrupt recording when the vehicle ignition is powered on.

6.8.3.18. All recorded data shall be immediately available on the removable storage media; the system shall not require a waiting period or completion of any processes prior to obtaining access.

6.8.3.19. The recorder shall feature an eSATA port for virtually unlimited onboard storage options.

6.8.3.20. The system shall include a built-in heater for operating in temperatures as low as -20°F. Systems that require an additional enclosure to comply with this requirement are not acceptable.

6.8.3.21. The system shall have an optional hard disk player and software to allow for transferring of files directly from the HDD to a PC, where the images can be printed, emailed or saved onto another storage media.

6.8.3.22. The system shall feature a built-in 3-axis accelerometer capable of tagging video or sending alarm notification when the vehicle exceeds a pre-determined G-force setting.

6.8.3.23. The system shall be FCC approved.

6.8.3.24. The Recorder shall be designed to meet applicable requirements of ISO 16750-2 to address “Electrical disturbances from conduction and coupling”.

6.8.3.25. The Recorder shall provide regulated 12-volt power for all peripherals (up to 18 watts).

6.8.3.26. The Recorder shall have the option to remain operating for a pre-determined length of time after the vehicle ignition is set to off, up to twenty-four hours.

6.8.3.27. The system shall be capable of streaming live video through cellular or wireless LAN options.

6.8.3.28. The system shall feature a built-in GPS receiver.

6.8.3.29. The system shall be equipped with a minimum of two (2) USB ports (at least one of which is USB 3.1 compatible) to allow for exporting video clips using USB flash memory.

6.8.3.30. The Recorder shall include a Gigabit Ethernet port for system configuration and transmission of video using software over Wi-Fi or cellular networks.

6.8.3.31. The Recorder shall feature H.264 and H.265 “Main Profile” video compression for superior video quality, network performance and recording duration. “Constrained Baseline Profile” or “Baseline Profile” type H.264/H.265 is not acceptable.

6.8.3.32. The Recorder shall be programmable utilizing a mouse and LCD display.

6.8.3.33. The system shall be capable of on-board viewing, downloading and control via laptop using the included software.

6.8.3.34. The Recorder dimensions shall not exceed: 11.2” x 3.9” x 13.9” (WxHxD).

6.8.3.35. Onboard system components shall be removable / replaceable as an entire component to minimize vehicle down times and simplify maintenance.

6.8.3.36. IP cameras shall be set-up and configured for use during initial set up and for field replacement and/or adding additional cameras if needed at a later time per the Authority’s approval.

6.8.3.37. Video clip samples shall be provided to display video quality recorded at the maximum recording quality and rate while maintaining on-board video on a single hard disk drive for a minimum of 20 days, utilizing the hard disk drive specified in the base bid of this proposal.

6.8.3.38. The system shall feature an optional, internal, 2x2 MIMO, 802.11ac wireless module with maximum power output of 30dBm with support for both client and AP modes.

6.8.3.39. The system shall support geo-fencing to automate mode changes to the internal wireless module. The system shall automatically switch from AP mode to allow connection to supervisor or police vehicles while away from the facility, and switch to client mode to allow connection to facility wireless when the vehicle is within the vicinity of the facility.

6.8.3.40. The Recorder shall feature an HDMI output port that is capable of displaying camera layouts of 1 to 9 cameras, at 1080p resolution. The display output shall be capable of switching camera layouts based on triggers.

6.8.3.41. The Recorder shall have the ability to manage the PoE camera power in order to power down cameras after vehicle ignition is turned off to eliminate unnecessary recording and to increase data transfer rates in a power-saving mode.

6.8.3.42. Predictable recording duration (ie, not using event recording that makes it variable)

6.8.3.43. Camera firmware updates shall be managed through the recorder.

6.8.3.44. ONVIF support

6.8.3.45. Ability to enable/disable audio/video recording based on event inputs.

6.8.3.46. Provide a connection for power loss data protection.

6.8.3.47. Logging of input voltage and temperature

6.8.4. The system shall have the following software/ firmware salient features:

6.8.4.1. License-free software that is capable of live viewing, playback, calendar and event searches, and administration shall be provided at no extra cost, and shall be compatible with Windows® 7, Windows® 8, and Windows® 10.

6.8.4.2. All future software updates for license-free software shall be available free of charge.

6.8.4.3. The software shall provide various levels of user access rights that allow and restrict access to various functions. The software shall feature 256 user passwords and 64 user groups.

6.8.4.4. When equipped with GPS, the system shall provide historical and live software mapping to display routes of the vehicle location and speed charts.

6.8.4.5. When equipped with GPS, the system software shall be capable of connecting to pre-recorded video by selecting a point on the map or selecting a point on the speed chart to view from that speed or location.

6.8.4.6. To retrieve recorded video, the software shall provide searches by: event, time lapse, time and date, vehicle location and vehicle speed. Optional software shall allow for easy fleet-wide searches and wireless download of video based solely upon the date and a general map location.

6.8.4.7. The software shall display the current time and date on the video.

6.8.4.8. When events are detected, the unit shall display the event information and allow users to access the remote site directly to search the image associated with the event.

6.8.4.9. The included software shall allow the user to connect to multiple units simultaneously and allow for viewing a minimum of 64 camera views at one time. Optional management software shall feature secure, instant live access to simultaneously provide live viewing to multiple parties with no reduction in video quality or additional use of wireless bandwidth.

6.8.4.10. The system shall feature optional software for automated event video upload to a central server repository.

6.8.4.11. The software shall allow for automated software upgrades and simultaneous updates to multiple sites.

6.8.4.12. Image adjustments, ePTZ control, and alarm out controls shall be administered utilizing the software.

6.8.4.13. When utilizing the software, the system shall provide ePTZ control and de-warping of 360-degree cameras during live and video playback.

6.8.4.14. The software shall be capable of synchronizing the time of all Recorder systems utilizing a "master Recorder" or to GPS time (if applicable). Daylight savings adjustments shall be automatic.

6.8.4.15. The recorder's software settings shall allow the system (when networked) to send email notification for any system event including video loss, camera obstruction, and hard drive "full status." Optional software shall supply health information of the video system with error logs, reports and automatic notification for: video blind events, video loss events, disk errors, disk temperature events, fan errors, recorder errors, disk almost full and disk S.M.A.R.T (Self-monitoring, analysis and reporting technology) events.

6.8.4.16. The recorder's software settings shall allow the system to send notification to the vehicle driver or external systems for any system event including video loss, camera obstruction, hard drive "full status", etc. When networked, the system shall be capable of sending notification to a central location. Optional management software shall support fleet-wide email notification of system events as well as a fleet-wide health summary featuring camera and Recorder health reports.

6.8.4.17. Options for archiving/retrieving video shall include: Saving a video clip as a Windows Media Player (.avi) file, saving as an image (.bmp), or saving video as a self-executable format (.exe).

6.8.4.18. Video clips saved using the self-executable format (.exe) shall be encrypted and viewed without the use of any additional software, providing the ability to easily transfer secure video evidence.

6.8.4.19. Video clips shall include the option of viewing a single camera or multiple cameras on a single screen. Users shall have the ability to configure and save (for later use) various camera view layouts.

6.8.4.20. Executable video clips shall display GPS map location vehicle and speed upon playback and metadata from other onboard systems.

6.8.4.21. Video clips shall provide the option of saving a portion of the video clip (shorter in length and/or reducing the number of cameras) in order to make a smaller video clip from the original.

6.8.4.22. The software shall feature the option to archive video clips requiring a password for reviewing.

6.8.5. The system shall have the following salient features for the Management Software or approved equivalent:

6.8.5.1. Management software shall provide fleet-wide status reports, event logs, on-demand and automated video clip retrieval for easy fleet-wide video management.

6.8.5.2. Management software shall provide access to an unlimited number of users and feature multiple user access-levels with password protection to ensure system settings are secure.

6.8.5.3. User access-levels shall be configurable for individual vehicles or groups of vehicles, preventing access/visibility to vehicles and their respective data outside of the configured permissions.

6.8.5.4. Software licenses shall be provided on a per-vehicle basis and shall include 36 months of maintenance (software updates) at no additional charge.

6.8.5.5. Management software shall be fully web-based and not require any client-side software other than the Google Chrome™ web-browser.

6.8.5.6. Management software shall provide the ability to view video directly from supported web-browsers without downloading or exporting the video file.

6.8.5.7. Users shall be capable of programming the software to automatically download video clips based on specific event types.

6.8.5.8. All data logs and video clips shall be available for viewing anytime (regardless of current vehicle connection status) once the video clip has been uploaded.

6.8.5.9. Users shall be capable of requesting downloads of custom video clips.

6.8.5.10. Video clips scheduled or manually requested shall automatically download when the vehicle connects to the network.

6.8.5.11. Management software shall be capable of retrieving video data from all available vehicles simultaneously to ensure such data is available to users in a timely manner.

6.8.5.12. Software shall provide “connection status” to easily determine if a vehicle has not recently connected to the network.

6.8.5.13. The user shall be capable of requesting multiple video clips simultaneously from multiple sites.

6.8.5.14. Software shall provide chain of custody reports with a complete history of system and user actions associated with each video clip and live viewing sessions.

6.8.5.15. Users with granted permission rights shall be capable of classifying reviewed video clips to save to temporary or long-term storage or schedule for deletion.

6.8.5.16. Administrative users shall be capable of programming the software with an adjustable time period for storing the event log, temporary storage, long-term storage and deletion grace period (by which video clips are stored for a period time prior to deletion).

6.8.5.17. Management software shall provide fleet-wide monitoring of camera and Recorder health events, including the ability to generate health event video clips, to ensure optimal functionality and prevent manual system checks.

6.8.5.18. Users shall have the ability to configure daily emailed health status reports detailing overall system health including: Recorder health events, camera health events, vehicle connection status and server storage.

6.8.5.19. Management software shall be compatible with all Recorder systems proposed.

6.8.5.20. Software shall provide users the ability to add customizable “tags” to classify video clips based upon pre-determined criteria.

6.8.5.21. Software shall support searching/filtering of video clips based upon vehicle ID, video event type, clip review/download status, last reviewed by (user), date/time, length, speed, tag, and vehicle location.

6.8.5.22. Users shall be capable of inserting and saving notes or comments regarding a specific video clip to document essential data regarding a clip. Such notes shall be associated with specific times in the respective video clip.

6.8.5.23. Management software shall allow users to view the last location of each vehicle in the fleet with a graphical map interface.

6.8.5.24. Search capabilities shall support the download of video clips by location in a specified time period – software shall upload video clips for all vehicles within the location and time parameters selected.

6.8.5.25. Management software shall provide secure live streaming capabilities, including the ability to view previously recorded video with fast-forward and reverse functions.

6.8.5.26. Live streaming security access shall be configurable on an individual user basis.

6.8.5.27. Management software shall provide the ability to protect the privacy of individuals in exported video clips by automatically blurring faces for individuals identified by authorized users.

6.8.5.28. Face blurring shall not be limited to static regions of the video, it shall intelligently follow individuals to protect identity as they move throughout the video recording.

6.8.5.29. Authorized Users shall have the ability to selectively de-blur up to two faces, which will remove the privacy feature for desired individuals.

6.8.5.30. Management software shall support ADNS functionality for enabled Recorders.

6.8.5.31. Management software shall support the use of secondary IP addresses for dedicated transmission of live data and video over cellular connections.

6.8.5.32. Management software shall support the use of LDAP (Lightweight Directory Access Protocol) to authenticate users with a single sign-on.

6.8.6. The system Cameras shall have the following salient features/ available options or approved equivalent:

6.8.6.1. All cameras shall utilize 48-volt PoE (Power over Ethernet), supplied from the Recorder.

6.8.6.2. Interior cameras shall be high definition, low light, IR Illuminating with a lux rating of 0.

6.8.6.3. Interior cameras shall be color with a built-in high sensitivity microphone.

6.8.6.4. Camera resolution setting options shall be U-HD (3840x2160), F-HD (1920x1080), HD (1280x720), W-D1 (864x480), Q-HD (640x360) or W-CIF (432x240).

6.8.6.5. 360-degree cameras with a resolution of 5MP (2560x2048) shall be supported.

6.8.6.6. 360-degree cameras shall provide low light IR illumination with a lux rating of 0.

6.8.6.7. 360-degree cameras shall provide a built-in high sensitivity microphone.

6.8.6.8. Exterior cameras shall be impact and tamper-resistant and rated a minimum of IP66 for proven durability in exterior mobile applications.

6.8.6.9. Exterior cameras shall feature a UV coated dome for additional exterior protection.

6.8.7. The system shall offer the following salient features for warranty, service & support or approved equivalent:

6.8.7.1. All hardware shall include a warranty of two (2) years parts and labor.

6.8.7.2. Unlimited telephone and email technical support shall be provided at no additional charge for the life of the system.

6.8.7.3. Additional extended warranty and service contracts shall be available.

6.8.8. The CCTV system shall have all necessary licensing proposed so that system operates seamlessly with existing like-CCTV systems the Authority may have. Authority reserves the right of final approval of the licensing.

6.8.9. The CCTV system shall have removable digital recorder, tag alarm push button switch, discreet and silent input for logging important events, and fail-safe circuit monitoring in case of wire breaks.

6.8.10. The cameras shall be mounted to provide a clear view of the entire passenger compartment and be protected to prevent tampering and vandalism. Outside cameras shall be securely installed and properly sealed to prevent water intrusion.

6.8.11. The system shall have a recording capability of no less than 20 days of recording space on a 2TB drive and shall be programmable to automatically tag events, to include panic button activation and a hard deceleration/impact. Tagged events shall be stored, and available through both wireless download and manual retrieval of the video on the DVR.

6.8.11.1. The system shall be mounted on the modesty panel directly behind the driver seat. Final location of the system shall be approved by the Authority.

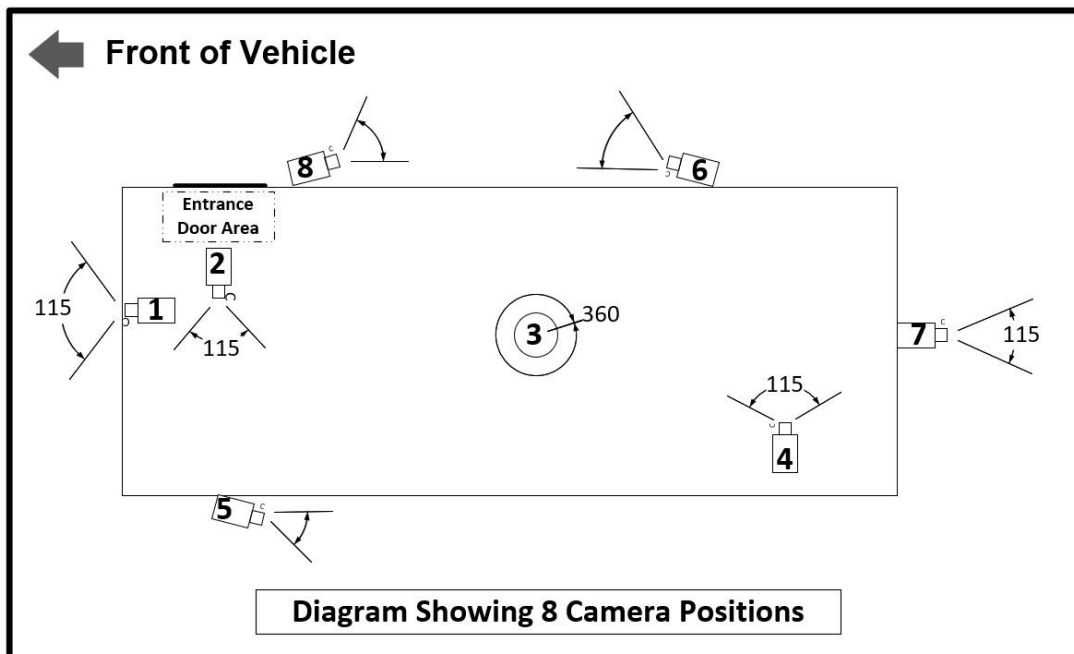
6.8.11.2. The system shall have a lockable hard cover on the front.

6.8.11.3. The system shall have a hard cover on the rear that protects the wiring and connections. The wiring harness that connects to the DVR shall have a protective covering or loom.

6.8.12. The vehicle DVR shall have at a minimum eight (8) color cameras. Interior cameras shall be equipped with IR illuminators and an 8" LCD color video monitor. The video monitor shall be mounted in the Operator's area. Mounting location shall be approved by the Authority.

FIGURE 6

Camera Installation Guide



CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

Camera	Location
1	Forward Facing (4K, 115°- H:116°; V:63°)
2	Driver (115°- H:116°; V:69°)
3	Center (360°)
4	Wheelchair Lift (115°- H:116°; V:69°)
5	Street Side (3.0 - 8.5mm Varifocal lens)
6	Curb Side Rear (3.0 - 8.5mm Varifocal lens)
7	Rear View / Back-Up (115°- H:116°; V:69°)
8	Curb Side Front (3.0 - 8.5mm Varifocal lens)

6.8.13. A minimum 8-inch LCD color video monitor, integrated into the CCTV system, shall be mounted in a location on the dash approved by the authority. The monitor screen image shall be clearly visible in direct sunlight or it may be protected from direct sunlight by a shade. The monitor location shall not block the view of the driver through the front, side windows, or exterior rearview mirrors. Final location shall be subject to approval by the Authority.

6.8.13.1. The video monitor shall display only (turned on) when the transmission selector is placed into reverse gear, showing a view behind the vehicle to facilitate the safe operation of the vehicle while backing up. The video monitor shall stop displaying (turned off) as soon as the transmission selector is shifted out of reverse.

6.8.14. The back-up camera shall be mounted high on the rear exterior of the vehicle in a water resistant and bus wash proof housing. The camera must be able to pick up images clearly in bright and low light situations.

6.8.15. The CCTV manufacturer or supplier of the CCTV System shall conduct first article installation audit inspections and qualifications testing at the vehicle manufacturer’s facility on the vehicle specific to the Authority’s build. All inspections, qualifications testing, and installation verification shall be certified in writing and copies made available to the Authority.

6.8.15.1. Final camera locations, camera naming convention, and view are subject to final approval by the Authority.

6.8.16. The CCTV system shall be fully configured by the vehicle manufacturer to the Authority’s requirements prior to delivery of the vehicle.

7. WORKMANSHIP

7.1. Workmanship

7.1.1. Workmanship throughout the vehicle shall conform to the highest standard of commercial accepted practice for class work and shall result in a neat and finished appearance. The design of the body and equipment that the manufacturer proposes to furnish must be such as to provide a vehicle of substantial and durable construction in all respects.

7.1.2. Welding procedures, welding materials and qualifications of weld equipment operators shall be in accordance with standards of the American Society of Testing Materials and the American Welding

Society. All welds visible to the public shall be ground smooth after the welding to present a smooth, workmanlike appearance. Where metal is welded to metal, the contact surface shall be free of scale, grease, and paint.

7.1.3. All welded joints shall have been cleaned, primed, be free of slag intrusions, undercut, roll, blow holes, craters, and porosity. Welds shall be properly fused of ample penetration and smoothly finished on exposed surfaces.

7.1.4. Sheet metal fit-up must be properly executed and concealed by a finish-coat of paint.

7.1.5. Finish and all glass must be free of any defects due to welding, welding slag, heat, warpage, or assembly damage.

7.1.6. All areas of construction where dissimilar materials are in contact shall be protected by a gasket or protective layer of sealing compound.

7.1.7. All exposed surfaces and edges shall be smooth, free from burrs and other projections, and shall be neatly finished.

7.1.8. All parts shall be new and free of rust, and in no case will used, reconditioned or obsolete parts be accepted.

7.1.9. All hoses supplied in assembling the unit described in these specifications shall have temperature and pressure ratings in excess of maximum operating temperature and pressure of fluids or materials being transferred.

7.1.10. All exposed metal surfaces shall be painted or shall be corrosion-resistant.

7.1.11. No wires shall be visible on the exterior or interior of the unit.

8. MISCELLANEOUS REQUIREMENTS

8.1. Pilot Vehicle

8.1.1. The "Pilot vehicle" shall be manufactured and delivered to the Authority after which the vehicle will be placed into service for 30 pilot service days during which time the vehicle will be reviewed and improvements or changes to configuration will be identified. A pilot service day is defined as one where the bus is assigned to and completes a revenue service block, or is assigned to and completes a special assignment such as public review. If the bus cannot complete a substantial portion of the pilot service day, due to mechanical issue, the day shall not be counted toward the 30-day count. If the bus is available but not used by the Authority, the day shall count toward the 30-day count. The Manufacturer and Authority shall work together to implement improvements and changes prior to production of the rest of the fleet. The cost changes to the original technical specification will be negotiated in good faith.

8.1.2. The Authority will identify subcomponent vendors that shall submit installation/application approval documents, such as first article inspections, to be delivered with the pilot bus.

8.1.3. The "Pilot vehicle" shall remain at the Authority's facility after initial delivery and will not be returned to the Manufacturer. The Authority may request the Manufacturer to make remedial changes to the "Pilot Vehicle" for purposes of fleet conformity. The cost of remedial changes will be negotiated in good faith.

8.2. Production Schedule

8.2.1. The vendor shall be required to give a firm production delivery schedule at the time of receipt of the first purchase order. Updates on a monthly basis shall be required.

8.3. Testing

8.3.1. The vehicle shall be thoroughly inspected and tested during construction and upon completion to ensure all equipment is installed and operating properly. Tests shall be performed to ensure that the completed vehicle is watertight, road worthy, rustproof (where applicable), fume proof and all vehicle and equipment fluids are per specifications. Vendor shall certify that vehicle has passed all tests.

8.4. Pre-Delivery Servicing

8.4.1. The vehicle and the optional equipment furnished shall be completely serviced and conditioned prior to delivery. All equipment shall be completely installed and required adjustments made to prepare the vehicle and all equipment for immediate and continuous operation upon delivery. Pre-delivery servicing shall include as a minimum the following:

8.4.1.1. Adjust and aim headlights
8.4.1.2. Check engine performance
8.4.1.3. Check electrical, braking, and suspension systems
8.4.1.4. Check battery
8.4.1.5. Perform all 4-wheel alignment
8.4.1.6. Balance all wheels (spin balance)
8.4.1.7. The cooling system shall be protected with permanent anti-freeze and summer coolant to the engine manufacturer’s recommendation
8.4.1.8. Service windshield washer reservoir with water and appropriate additives or with windshield washer fluid
8.4.1.9. Complete lubrication
8.4.1.10. Check crankcase oil level and all fluid levels
8.4.1.11. Wash & clean interior and exterior of vehicle (remove all loose screws and bolts)
8.4.1.12. Perform Texas State Inspection / affix sticker to windshield and provide copy of the “passed” inspection report along with vehicle documentation.
8.4.1.13. Upon delivery to the Authority: full tank of fuel

8.5. Training and Literature

8.5.1. Operator training. The Contractor shall provide 1 class for “train the trainer”, 2 hours in duration, to educate 2 operator trainers, covering the topics of operator controls, vehicle operation, and lift operation. The train the trainer style training shall be provided for the base year of the contract. The final training plan is subject to approval by the Authority.

8.5.1.1. The same level of Operator Training required in the base year shall also be provided for each of the option years after delivery of vehicles.

8.5.2. Vehicle maintenance training. The Contractor shall provide 1 class, 4 hours in duration, to educate up to 2 trainers, 2 supervisors, and 2 lead technicians, covering topics of engine, exhaust, suspension, and transmission diagnostics, air conditioning systems, and wheelchair lift operation and orientation. The train the trainer style training shall be provided for the base year of the contract. The final training plan is subject to approval by the Authority.

8.5.2.1. The same level of vehicle maintenance training required in the base year shall also be provided for each of the option years after delivery of vehicles.

8.5.3. Product Support Literature – The following literature shall accompany each delivered vehicle. A digital copy of all support literature shall be supplied to the Authority. Should on-line literature or manuals be the only ones available, instead of digital or hard copy, on-line subscriptions for the Authority shall be provided and paid by the Contractor.

8.5.3.1. Owner/Operator Manual for vehicle and other optional equipment (minimum 1 copy).

8.5.3.2. Parts Manual and Maintenance Manual for vehicle and other optional equipment (minimum 1 copy).

8.5.3.3. A single, unified, comprehensive maintenance and inspection schedule and instructions for vehicle and all optional equipment (minimum 1 copy). The Preventive Maintenance plan should be built around an interval of 5,000 miles.

8.5.3.4. A wiring diagram of all components installed, both original and added, shall be furnished (minimum 1 copy).

8.5.3.5. Safety Manual describing operator “do’s” and “don’ts” for safe vehicle operation (minimum 1 copy).

8.5.3.6. Certificate of Origin and or other required documentation that allows the Authority to apply for and receive a State of Texas Vehicle Title.

8.5.3.7. Odometer Disclosure Statement

8.6. Vendor/Dealer Decal Advertisements

8.6.1. Vehicle manufacturer may have brand name on vehicle, i.e. Ford model, Dodge model, Chevrolet model, etc.

8.6.2. Authorized dealers of the vehicle manufacturers will not be permitted to attach their decals/advertisement, of any type, to the vehicle either inside or outside.

8.6.3. Authorized conversion manufacturers/secondary vendor may attach one (1) decal of a size no larger than 3” x 5” to rear door. No other vendor decals/advertisement will be permitted elsewhere on the vehicle, inside or outside. No vendor printed license plates will be permitted. No vendor decals will be permitted to cover up holes on the interior or exterior of vehicle.

8.6.4. A sticker providing lift operating instructions shall be mounted on the inside panel of wheelchair lift door.

8.7. Vehicle Inspection and Acceptance

8.7.1. The Authority may send an inspector to the production facility to inspect the vehicles during production.

8.7.2. The inspector shall have access to all areas of production during the manufacture of vehicles in this contract. The inspector shall follow all safety regulations and factory rules while on site.

8.7.3. The inspector will release the vehicle for delivery to the Authority after the vehicle has passed inspection at the plant. It is the manufacturer's responsibility to repair all deficiencies noted in the inspection prior to delivery. Any vehicle requiring repairs shall be re-inspected by the in-plant inspector before delivery. In the event an in-plant inspector is not available at the time a vehicle is ready to be delivered, authorization to deliver may be granted by a representative of the Authority.

8.7.4. The manufacturer shall be responsible for delivery of vehicles to the Authority. The vehicles may be shipped or "caravan" delivered. If driven, the vehicles shall be operated within suggested "break-in" limits of the chassis manufacturer. It shall be the vendor's responsibility to carry the appropriate amount of insurance coverage for vehicle while in transport and up to the time the vehicle is deemed acceptable.

8.7.5. Vendor shall give the Authority a minimum of 24 hours notice prior to each intended delivery so appropriate arrangements can be made. Deliveries may only be made Monday through Friday from 8:00 AM to 3:00 PM, except legal holidays, to the following address:

**Capital Metropolitan Transportation Authority
509 Thompson Ln
Austin, TX 78742**

8.7.6. The Authority will perform a cursory inspection upon delivery of the vehicle to ensure no damage was incurred during transport. It shall be the responsibility of the manufacturer to correct deficiencies noted during the receipt inspection and to make all repairs required. If required, it shall be the responsibility of the successful vendor to have the vehicle(s) transported to an authorized service representative in Austin, Texas to correct deficiencies noted during the receipt inspection.

8.7.7. Acceptance will be made by the Authority after the vehicle has been thoroughly inspected and tested and the vehicle is ready to be placed into revenue service. No acceptance of the vehicle shall be made until all repair work is completed and the vehicle is found to meet all required specifications. Acceptance shall be made within 15 days of delivery unless repairs cannot be completed within that time frame.

8.8. Warranty and Warranty Parchments

8.8.1. All warranties for the base vehicle and all auxiliary components shall be provided to the Authority. All warranty parchments shall be provided to the Authority.

8.8.2. The Bidder shall provide all warranties for the vehicle and all auxiliary components in a table that allows quick reference, to the Authority.



THIS VEHICLE IS ONLY A SAMPLE TO SHOW WHERE THE DECALS ARE TO BE APPLIED, IT IS NOT INTENDED TO SUGGEST ANY MAKE, TYPE OR MODEL OF THE VEHICLE CAPITAL METRO IS PROCURING.



Branding Standards

Champion 701 & 751 Series

Branding Standards

Champion 751 Series

This document provides livery and branding specifications for interior and exterior surfaces. No alternative decals, colors or substrates may be used without written consent by Capital Metro Quality Assurance and Marketing. Vector artwork of all decals are available from the Marketing Department. Information on logistics, installation or engineering is available from the Quality Assurance team.

Master Decal Checklist	3
Exterior Paint & Stripe Specs	4
Exterior Decal Placement	
ADA Icon	5
GoLine w/ Dome	6
MetroAccess logo (curb/street)	7
MetroAccess logo (front/rear)	8
PSI 65	9
Railroad Crossing	6
Rear view reflective	10
Safety Reflective Tape	6
Unit Numbers (standard)	11
Unit Numbers (rooftop)	12
Window Lift Message	13
Interior Decal Placement	
Emerg. Exit - Front Door	14
Emerg. Exit - Rear Door	15
Emerg. Exit - Window	16
Priority Seating Area	17
Questions, Comments etc.	18
Unit Number	19
Video Surveillance	20
Watch for Peds	21
Watch Your Step	22
Wheelchair Seating	18

Updated February, 2022



Master Decal Checklist

DECAL	QTY	LOCATION(S)	SIZE
ADA Icon	3	Exterior, front wheel fenders & rear side above tail lights	9 x 10.5
Emerg Exit_Front Door	1	Interior, above door frame	12.5 x 4
Emerg Exit_Rear Door	1	Interior, corner of window on rear door	5 x 6
Emerg Exit_Window	2	Interior, beside release handles	5 x 6
GoLine w Dome	1	Exterior, rear side, lower right corner below tail lights	11.25 x 10
MetroAccess logo	4	Exterior, all 4 sides	see spec
Priority Seating Area	1	Interior, above window on street side (first set of seats)	17 x 4
PSI 65	4	Exterior, above wheel bases	2 x 1
Questions	1	Interior, below message center, facing riders	8.5 x 10.75
Railroad Crossing	1	Exterior, rear side, above right tail lights	17 x 4
Rear View Reflective	2	Exterior, centered on rear-view mirrors, facing oncoming traffic	4 x 6
Safety Reflective Tape	1	Exterior, rear side, above bumper	65" x 2"
Unit Numbers (standard)	5	Exterior, all 4 sides; Interior, front header	4" height
Unit Number (rooftop)	1	Exterior, rooftop, perpendicular to bumpers, near back of van	24" height
Video Surveillance	1	Interior, right side of entrance way	5 x 6
Watch for PEDS	1	Interior, A pillar on driver side	1 x 6
Watch Your Step	1	Interior, 2nd passenger's step in entrance way	17 x 4
Wheelchair Seating	1	Interior, above window on street side (securement railing)	17 x 4
Window Lift Message	1	Exterior, inside left window of lift door	8 x 8

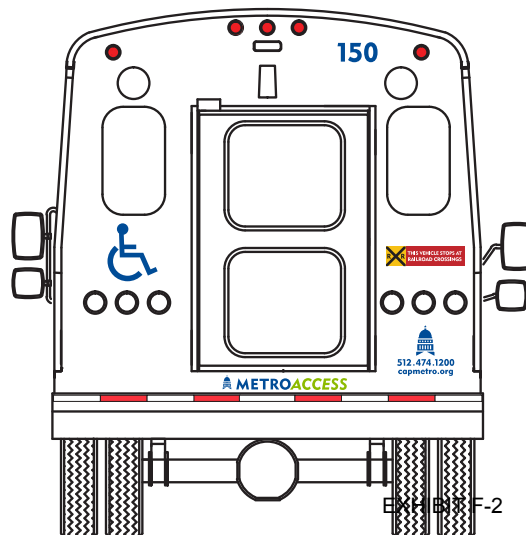
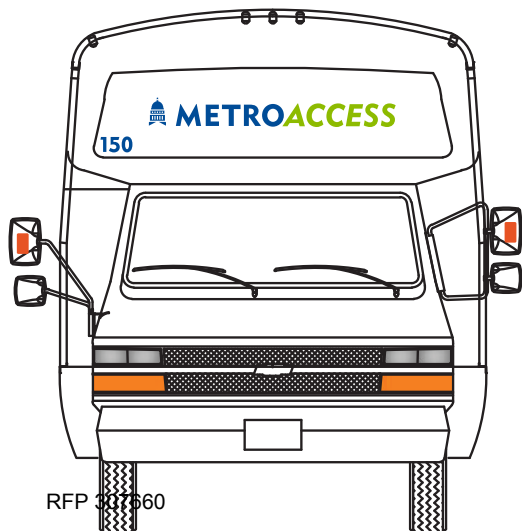
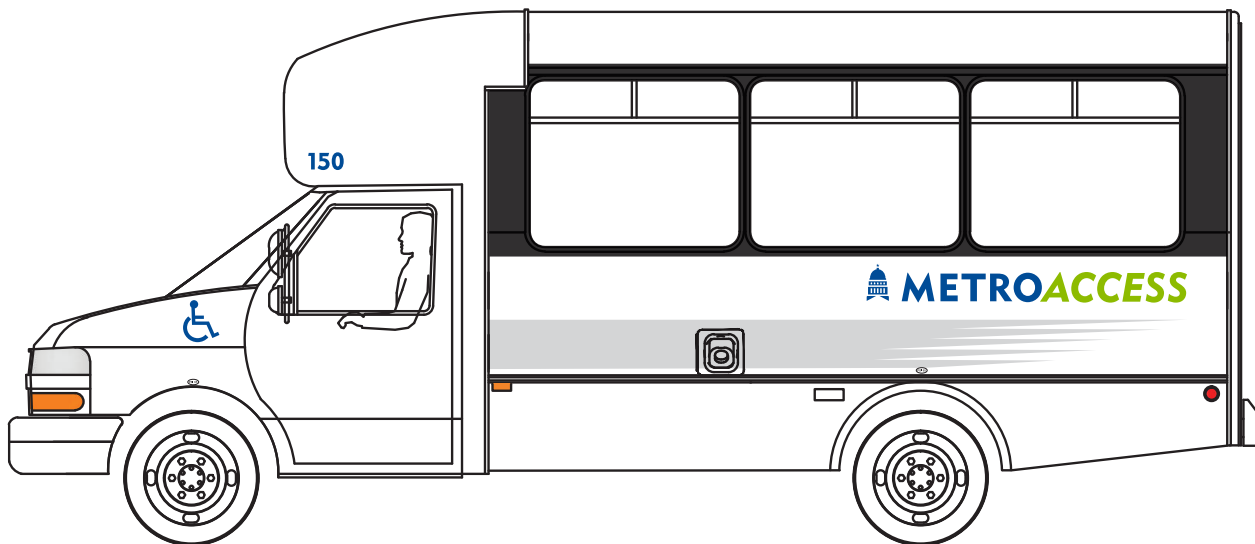
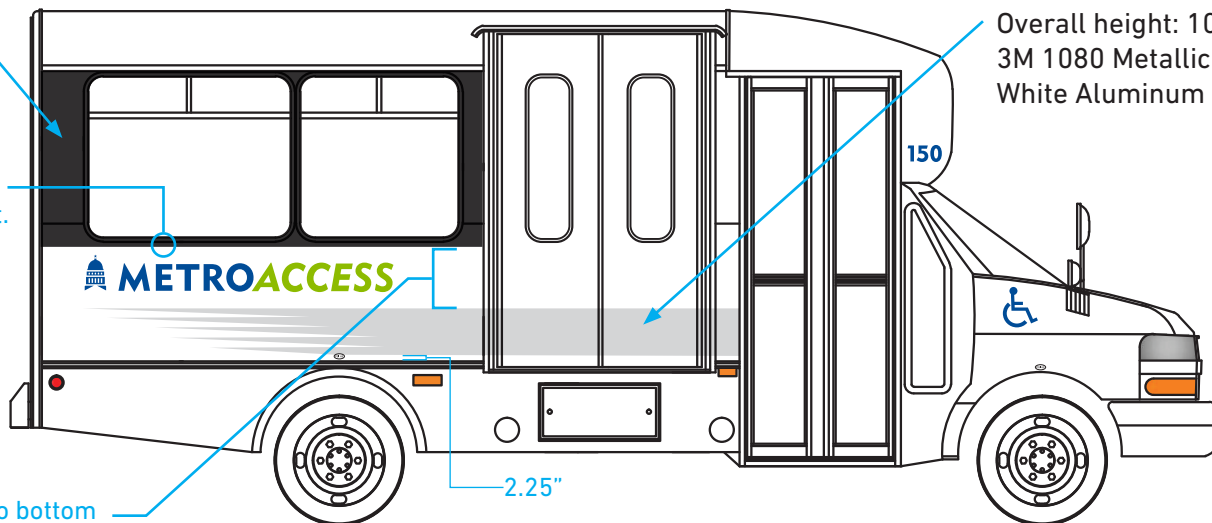
Note: All interior decals may be installed on riveted aluminum plates if adhesive vinyl doesn't adhere to wall paneling.

Black Paint:
DuPont Fleet #99

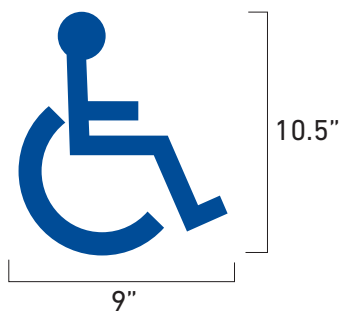
Stripe Specs:
Overall width: 150"
Overall height: 10.5"
3M 1080 Metallic
White Aluminum

Edge of black paint:
1" below
window gasket.

Top of stripe to bottom
of black paint: 16"

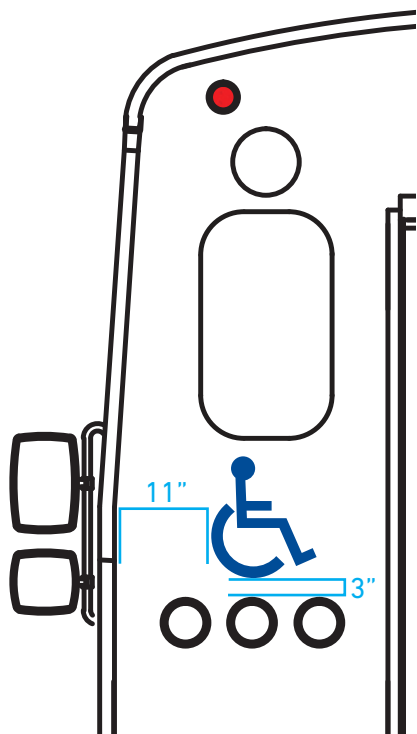
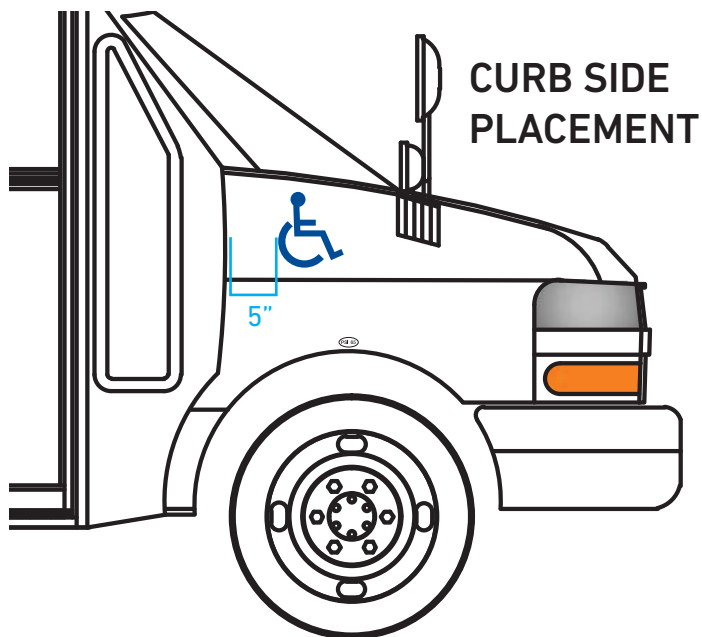


ADA Icons

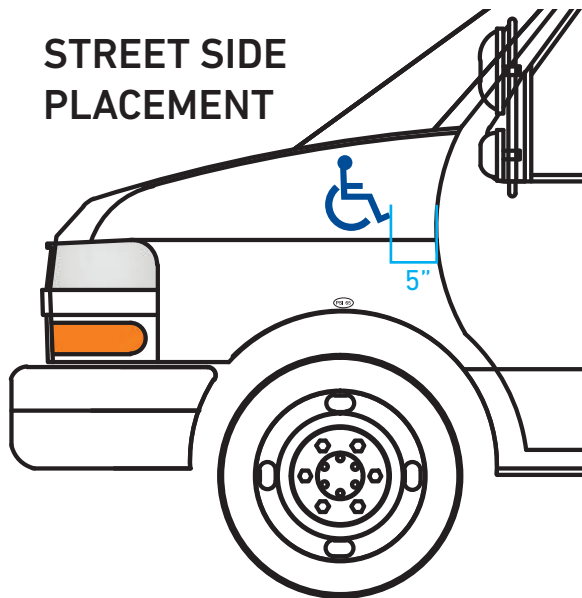


3M Scotchlite
Reflective 280-75

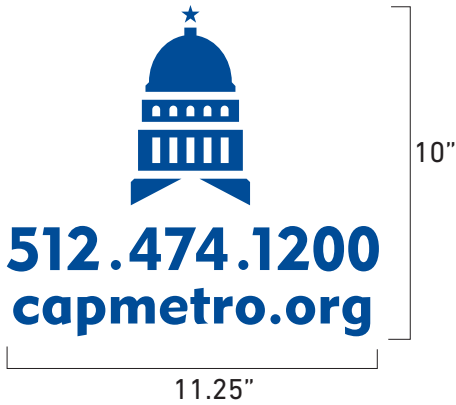
Qty. 3




REAR SIDE
PLACEMENT



Go Line & Dome, Railroad Crossing & Safety Reflective Tape



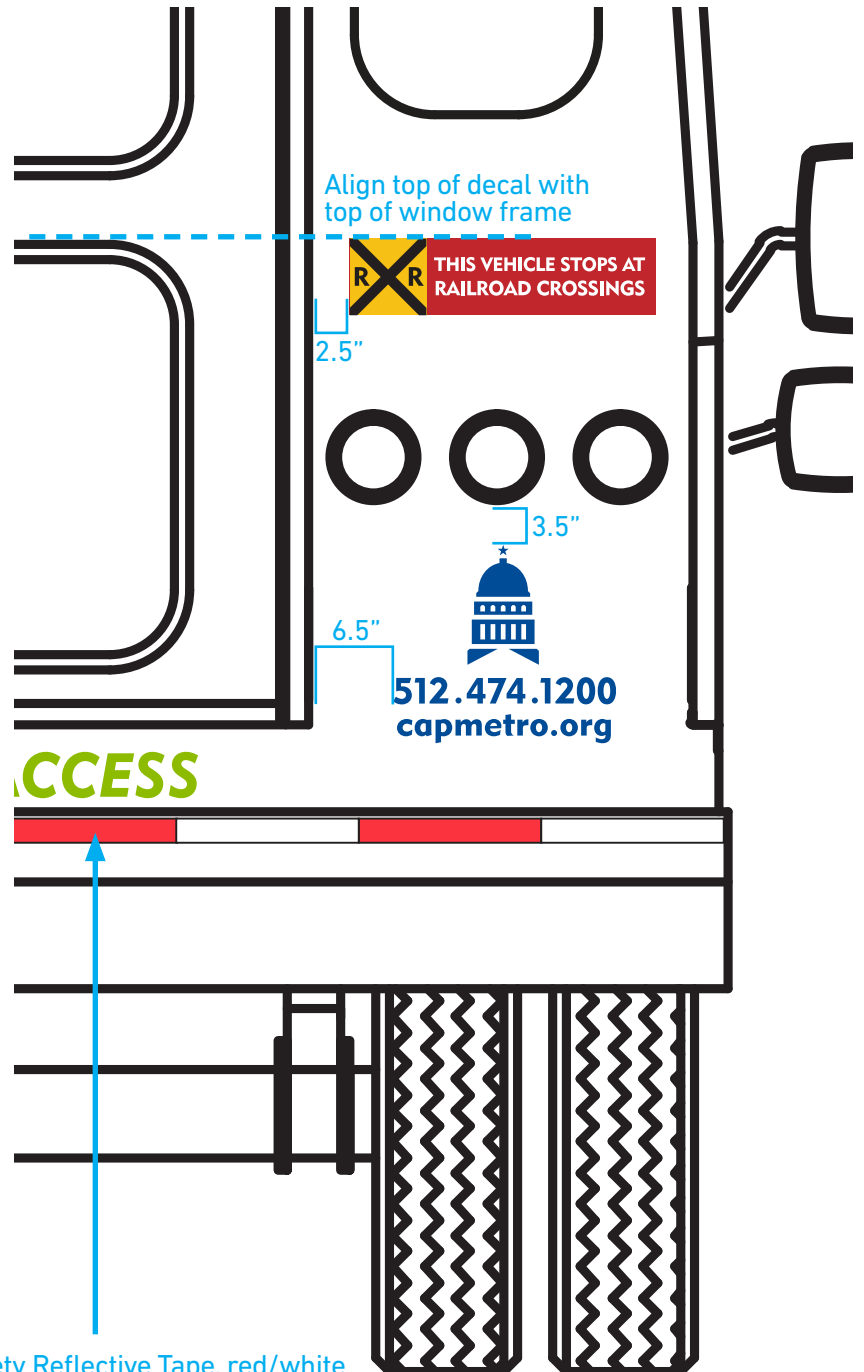
 3M Scotchlite Reflective 280-75 Qty. 1



 PMS 200c Qty. 1

 PMS 116c

 PMS Black c



DOT-C2 Safety Reflective Tape, red/white
65" w x 2" h

MetroAccess Service Logo (Curb & Street Sides)



CURB SIDE PLACEMENT



STREET SIDE PLACEMENT



MetroAccess Service Logo (Front & Rear Sides)


FRONT
Qty. 3 in this size



REAR
Qty. 1 in this size



 3M Scotchlite
Reflective 280-75

 3M Scotchlite
Reflective White 280-10 + PMS 369

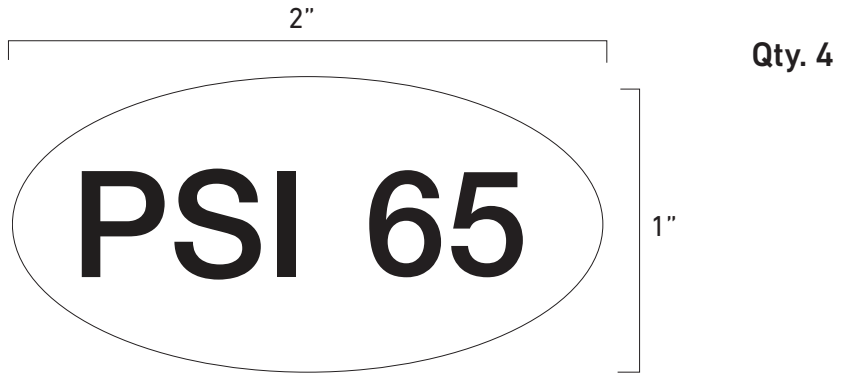
**FRONT SIDE
PLACEMENT**



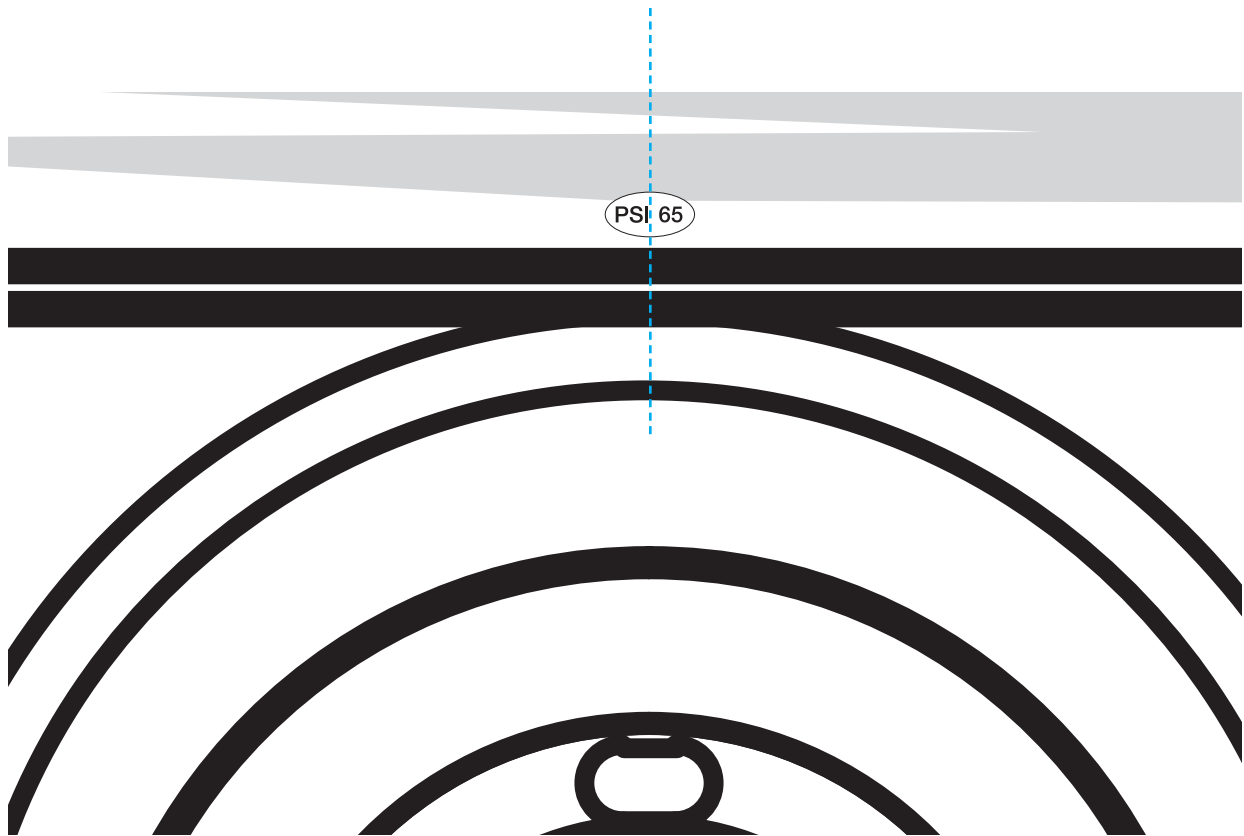
**REAR SIDE
PLACEMENT**



PSI decals

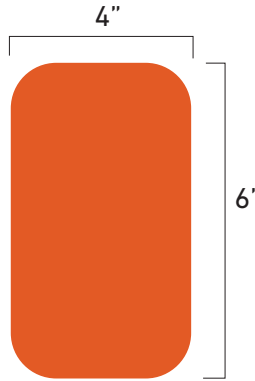


Center decal above
each wheel base



Rear View Reflective


Qty: 2



Unit Numbers (standard)

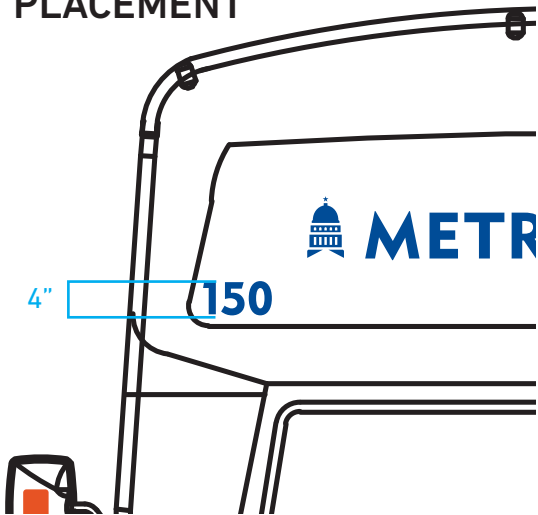
745

3" (curb side only)
4" (street, front & back sides)

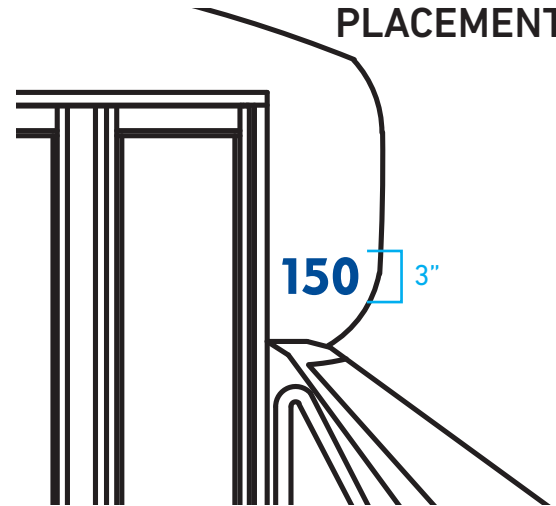
 3M Scotchlite
Reflective 280-75

Qty. 4

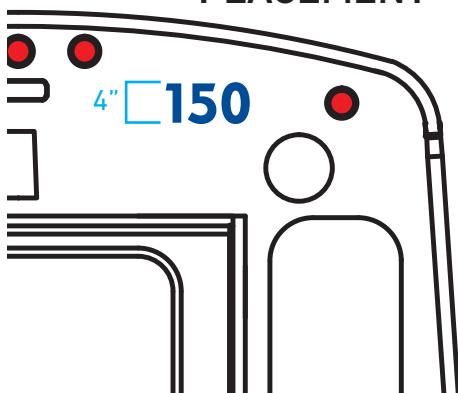
FRONT SIDE
PLACEMENT



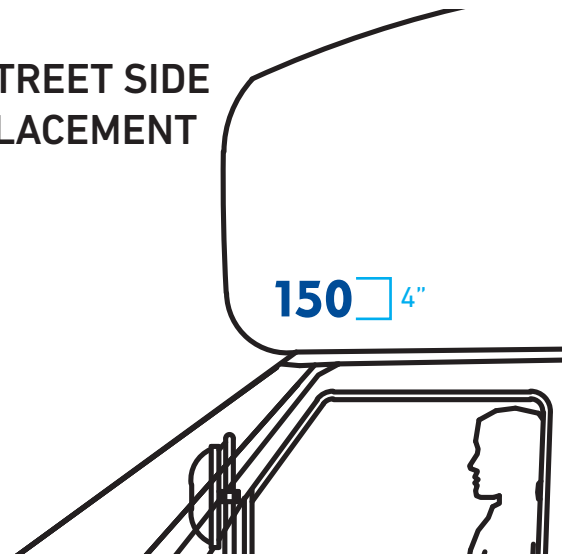
CURB SIDE
PLACEMENT



REAR SIDE
PLACEMENT



STREET SIDE
PLACEMENT



Unit Numbers (roof top)

745 24"



black vinyl

Qty. 1



Window Lift Message

**Prior to operating lift,
wheelchair must be
powered off and
brakes engaged.**

**Antes de la elevación,
la silla de ruedas debe
estar apagada con
los frenos activados.**

 white vinyl

Qty. 1

8"

8"

White vinyl letters,
placed on the inside
of this window.

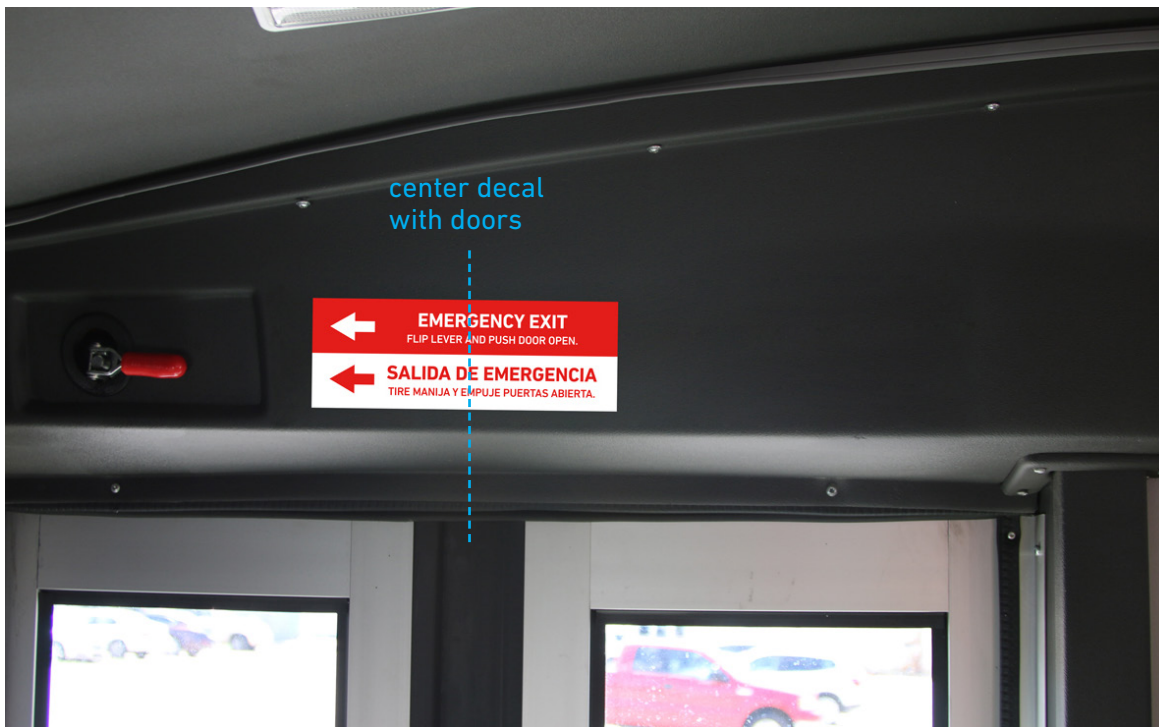


Emergency Exit - Front Door



PMS 485c

Qty: 1



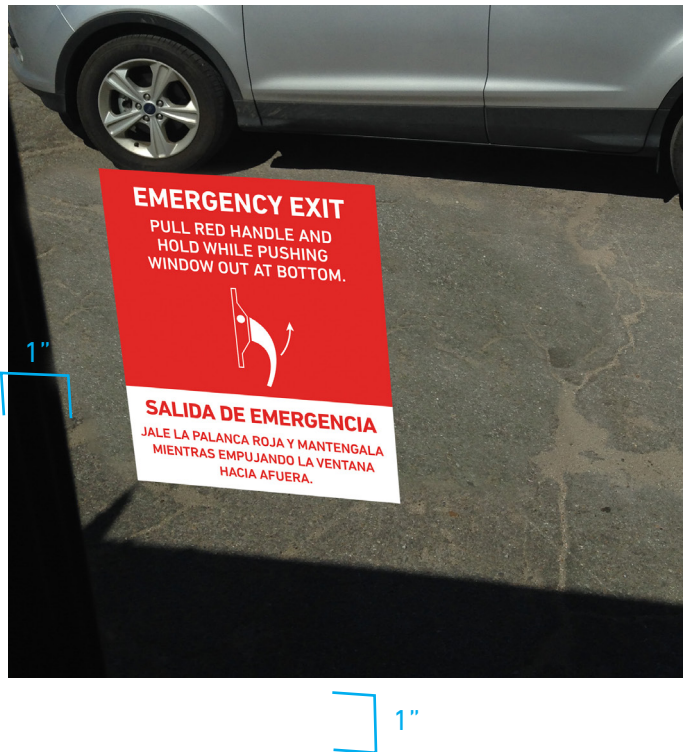
Emergency Exit - Rear Door



Emergency Exit - Windows



Qty. 2



Priority Seating & Wheelchair Securement Area

17"

4"

PMS 2945c

Qty: 1

17"

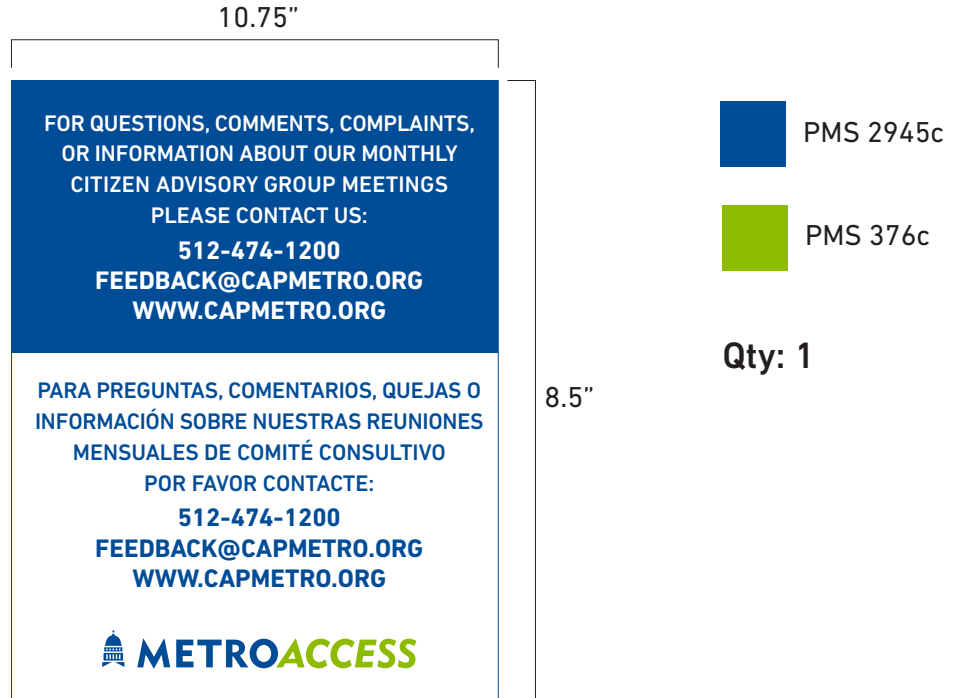
4"

PMS 2945c

Qty: 1



Questions, Comments, etc.



Align decal with left side of
message center installation.



Unit Number (front header)

743 } 4"

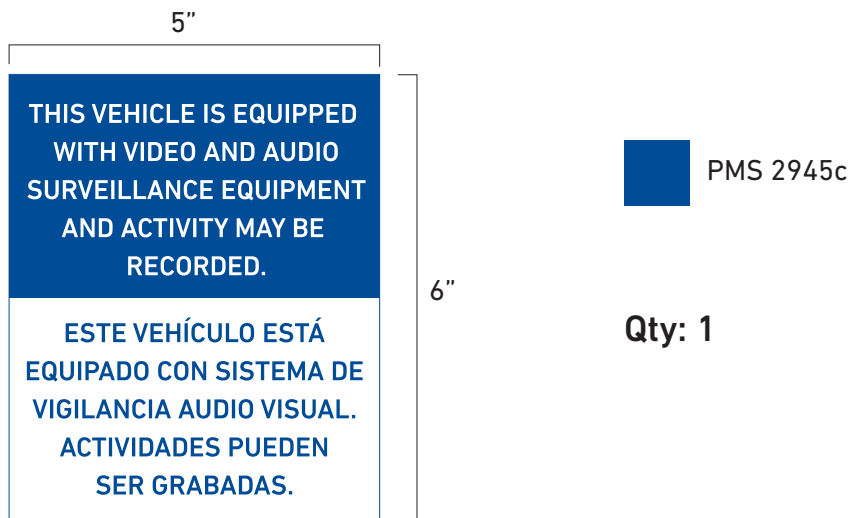
Qty: 1

Note: The decal with the message about drivers not using cell phones can be left off.



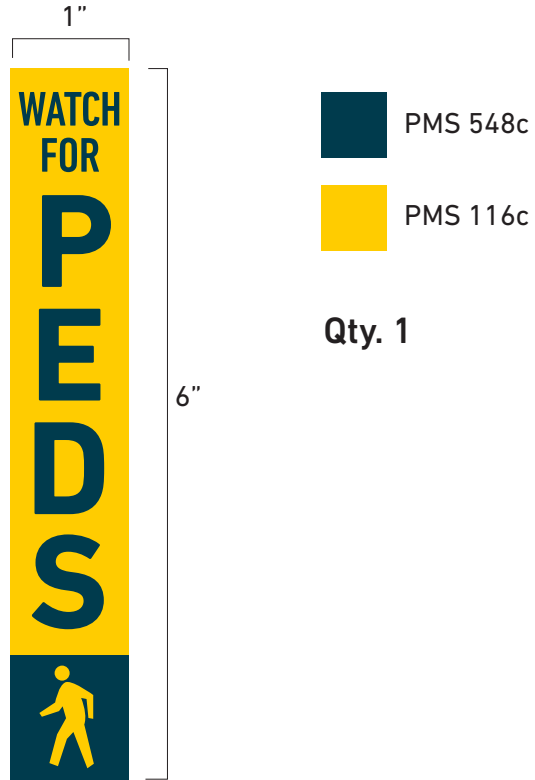
Center decal on the front header.

Video Surveillance



Note: The decal with the message about weapons can be left off.

Watch for Peds



Place decal as shown.



Watch Your Step



PMS 548c



PMS 116c

Qty: 1



EXHIBIT F-3

Quality Assurance

2 Quality Assurance

2.1 Quality Assurance Organization

The Manufacturer shall have an established in-plant quality assurance organization specifically and directly responsible to the Manufacturer's top management.

The Manufacturer, the Manufacturer's manufacturing plant and organization shall be certified to the appropriate QS-9001/ISO 9001 series of standards or have another similar Manufacturing Industry acceptable Quality Management System (QMS) program. The Agency requests that the proposal include details on their respective QMS program or Certification meeting the QS-9001/ISO 9001 series of standards.

All testing for the manufacture of specified vehicles shall be in accordance with Inspection section of Exhibit E of this solicitation.

2.1.1 Control

The Manufacturer's quality assurance program must be capable of exercising quality control over all bases of production from initiation of design through manufacture and preparation for delivery. The organization must also control the quality of supplied articles.

2.1.2 Authority and Responsibility

The Manufacturer's quality assurance program must have the authority and responsibility for quality control, inspection, establishment of the quality control system, acceptance/rejection of materials, and manufactured articles in the production of the vehicles.

2.2 Quality Assurance Program/Organization Functions

The quality assurance program must include the following minimum functions.

2.2.1 Verify Instructions

The quality assurance program must verify that the manufactured product meets all prescribed requirements.

2.2.2 Records Maintenance

The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. The records and data shall be available for review by Capital Metro's Resident Inspectors. Inspection and test records for this procurement shall be available for a minimum of three (3) years after inspections and tests are completed.

2.2.3 Corrective Actions

The quality assurance program shall detect and promptly assure correction of any conditions that may result in the production of defective vehicles. These conditions may occur in designs, purchases, manufacture, tests, or operations that culminate in defective supplies, series, facilities, technical data, or standards.

The following standards and facilities shall be basic in the quality assurance process.

2.2.4 Configuration Control

The Manufacturer shall maintain drawings and other documentation that completely describe a vehicle that meets all the options and special requirements of this procurement. The quality assurance organization shall verify that each vehicle is manufactured in accordance with these controlled drawings and documentation.

2.2.5 Measuring and Testing Facilities

The Manufacturer shall provide and maintain the necessary instruments, other measuring, and testing devices for use by the production group and quality assurance organization to verify that the vehicle conforms to all specification requirements. These measuring and testing devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards. Records of the calibration shall be presented to the Agency upon request.

2.2.6 Production Tools as Media of Inspection

When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be certified for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality. The Manufacturer shall present the plan and records of review and replacement to the Agency upon request.

2.2.7 Equipment Used by Resident Inspectors

The Manufacturer's gauges, other measuring, and testing devices shall be made available for use by the Agency's Resident Inspectors to verify that the vehicles comply with Industry standards and all specification requirements. If necessary, the Manufacturer's personnel shall be made available to operate, verify condition, and accuracy of measuring and testing devices.

2.2.8 Quality Assurance Audits

The Manufacturer's quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Authority.

2.3 Control of Purchases

The Manufacturer shall maintain quality control of purchases for all components and sub-components to be used in the assembly and manufacture of vehicles for the Agency.

2.3.1 Supplier Control

The Manufacturer's quality assurance organization should verify that components/sub-components obtained from each supplier pass the quality assurance organization's control standard. The Manufacturer's Quality Management System should employ inspection and testing of materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved must be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls must be established to prevent inadvertent use of non-conforming materials.

2.3.2 Purchasing Data

The Manufacturer should verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on vehicles.

2.4 Manufacturing Control

The Manufacturer should ensure that all basic production operations, as well as all manufacturing processes are performed under controlled conditions. Establishment of these controlled conditions should be based on documented work instruction, maintained production equipment, and special work environments if necessary.

2.4.1 Completed Items

A system for final inspection and testing of completed transit buses shall be provided by the quality assurance organization to the Agency upon request. The Final Inspection testing shall measure the overall quality of each completed vehicle.

2.4.2 Nonconforming Materials

The Agency may monitor the Manufacturer's system for control of nonconforming materials. The Quality Management System shall include procedures for identification, segregation, and disposition.

2.5 Inspection System

The Manufacturer's quality assurance organization will establish, maintain, and periodically audit the inspection program. The inspection system must encompass a complete 'start to finish' testing of materials, work in progress, and completed articles. At a minimum, the system should include the following controls.

2.5.1 Inspection Stations

Inspection stations shall be at optimal locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements.

Stations shall also be at the best location to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing completion, body prior to paint preparation, water test and insulation installation, engine installation completion, underbody dress-up and completion, bus prior to final paint touch-up, bus prior to road test, and bus final road test completion.

2.5.2 Inspection Status

An inspection status system should be maintained by the quality assurance organization for identifying the inspection status of components and vehicles. Identification may include cards, tags, or other control devices. Acceptance, rework, or rejection identification shall be attached to inspected articles.

Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configuration shall not require special identification. Articles rejected as unsuitable, or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

2.5.3 Inspection Personnel

Trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance/compliance with industry standards, laws, and specifications of the vehicle.

2.5.3 Inspection Records

Discrepancies noted by the Manufacturer or the Agency's Resident Inspector during the manufacturing and assembly processes shall be recorded by the Manufacturer. The discrepancy records particular to each vehicle shall be included in the delivery documentation sent with each vehicle. Each vehicle's discrepancy report shall include all discrepancies and their remediations noted from the beginning of the manufacturing process to the final assembly and road tests. Any remediations applied to correct discrepancies shall be verified to be compliant with all industry standards, practices, laws and specifications of the vehicle.

2.6 Resident Inspector

The Agency will be represented at the Manufacturer's plant by a combination of its own Resident Inspectors or Inspectors under contract to the Agency. The Resident Inspectors will monitor the manufacture of the specified

vehicles and shall have authority to approve release for delivery for the vehicles. The Resident Inspectors shall have access to all tests, defect sheets, and other documents regarding the build/assembly of the vehicles. The Agency's Resident Inspectors may conduct source inspections for improved control of purchases from suppliers.

30 days prior to the beginning of bus manufacture, the Resident Inspectors may meet with the Manufacturer's quality assurance manager to review inspection procedures and checklists. The Resident Inspectors may begin monitoring bus construction activities 2 weeks prior to the start of bus fabrication.

The Manufacturer shall provide office space for the Resident Inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, file cabinet, and chairs sufficient to accommodate the Resident Inspector staff.

Should the Resident Inspectors in the plant cause a risk to the Manufacturer's contractual responsibilities the Agency will work with the manufacturer to reduce/relieve risks.

2.7 Pre/Post Delivery Tests

2.7.1 Responsibility

Fully documented final tests (final assembly tests or operational tests) shall be conducted by the manufacturer on each production vehicle following manufacture to validate compliance with the Agency's specifications. Final tests should include specifications compliance review, testing by the Manufacturer, inspections/testing by Agency Resident Inspectors, and pre-delivery inspections.

2.7.2 Pre-Delivery

The Manufacturer shall conduct tests at its plant on each bus following completion of manufacture and prior to delivery to the Authority. These pre-delivery tests shall include visual and structural inspections, as well as testing the total bus operation. Additional tests may be conducted at the Manufacturer's discretion to ensure that the completed vehicles are built to the desired quality and comply with the requirements in the technical specifications (Exhibit F-1). Any additional testing must be recorded in an appropriate format provided by the Manufacturer. Pre-delivery requirement for this solicitation is included in the Pre-Delivery section of Exhibit E of this solicitation.

2.7.3 Post-Delivery

The Agency will perform post-delivery and acceptance testing to each vehicle prior to sending authorization notification to the manufacturer or dealer to invoice for each vehicle. Should a vehicle not pass a test the Agency will work with the manufacturer or dealer to resolve the issue to allow for authorization to invoice. The Post-delivery testing is in accordance with the Acceptance section of Exhibit E of this solicitation.

2.7.4 Acceptance, Non-Acceptance, Conditional Acceptance, Repairs, and Liquidated Damages

Acceptance of vehicles is contingent upon compliance with specifications in Exhibit F, all modifications to the contract, and passing all testing (manufacturer/dealer and Agency). Formal Acceptance of vehicle shall be in accordance with sections Acceptance of Vehicle section of Exhibit E of this solicitation.

The Agency shall reserve the right to issue non-acceptance of vehicle if the vehicle does not comply with the specifications in Exhibit F, all contract modifications, or pass all testing. In the event non-acceptance is issued for a vehicle the sections of Repair after Non-Acceptance and Repairs by Contractor in Exhibit E of this solicitation shall be followed in order to resolve issuance of non-acceptance.

The Agency shall reserve the right to issue Conditional Acceptance. A conditional acceptance allows the manufacturer/dealer to invoice for the vehicle with the understanding the noted items/defects on the conditional acceptance will be resolved in a timely manner (agreed upon schedule and plan) via the warranty process.

In the event the manufacture/dealer does not repair the vehicles the Agency shall reserve the right to repair the vehicles per section Repairs by the Authority of Exhibit E in this solicitation. Invocation of Repairs by the Authority does not relieve the manufacturer/dealer of the delivery schedule timeline and therefore the Agency shall reserve the right to employ liquidated damages as described in the Liquidated Damages section of Exhibit E of this solicitation.

All timelines for sections in Exhibit E shall be observed and adhered.

EXHIBIT F-4

Warranty Provisions

4 Warranty Provisions

4.1 Basic Provisions

4.1.1 Warranty Requirements

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the Authority each complete bus, and specific sub-systems and components as follows:

Definitions: A "Defect" is defined as a patent or latent malfunction or failure in manufacture, installation, or design of any component or subsystem. A "Related Defect" is defined as damage inflicted on any component or subsystem as a direct result of a separate defect.

4.1.2 Complete Bus

The complete bus, propulsion system, components, major subsystems, and body and chassis structure, are warranted to be free from Defects and Related Defects for a minimum of one (1) year or 12,000 miles, whichever comes first, beginning on the date of acceptance, or conditional acceptance of each bus under "Acceptance of Bus". The warranty is based on regular operation of the bus under the operating conditions prevailing in the Authority's location.

4.1.3 Body and Chassis Structure

Body, body structure, and structural elements of the body are warranted to be free from Defects, Related Defects, and to maintain structural integrity for five (5) years or 100,000 miles, whichever comes first.

Primary load carrying members of the vehicle structure (chassis), including structural elements of the suspension, are warranted against corrosion failure and/or fatigue failure sufficient to cause a Class 1 or Class 2 failure for a period of five (5) years/unlimited miles.

4.1.4 Propulsion System

Propulsion system components, specifically the engine, transmission and drive and non-drive axles shall be warranted to be free from Defects and Related Defects for a period of five (5) years or 60,00 miles, whichever comes first by the original equipment manufacturer.

4.1.5 Major Subsystems and Components

Major subsystems shall be warranted to be free from Defects and Related Defects during the base warranty period offered by the dealer/manufacturer. For example, Alternator Base Warranty might be 2 years / unlimited miles (it depends on the component manufacturer). The Authority requests that the bidder(s) list and clearly state what Base Warranties are included in the base price.

In addition, the component manufacturers may offer optional extended warranties. The Authority requests that the bidder(s) list and clearly define what those extended warranty options are and provide pricing for those options. For example, the HVAC might be 5 years / unlimited miles.

Major subsystem manufacturer's detailed base warranty information and extended warranty options, delineating items excluded from the warranties, shall be submitted. Items included as Major Subsystems are listed below:

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

MAJOR SUBSYSTEM AND COMPONENT WARRANTY TABLE

The bidder shall submit a table/list of base warranties. The list shall detail items covered, years and mileage. If any extended warranties are offered through the subsystem or component manufacturer, they shall be listed and priced. Please refer to example below.

Item	Years	Mileage
Engine	5	60,000
Transmission	5	60,000
Drive Axle	5	60,000
Brake System (Excluding Friction Material)	3	36,000
Heating, Ventilating, Air Conditioning	3	36,000
Air Compressor and Dryer	3	36,000
Paint System	3	36,000
Passenger Door System	1	Unlimited
Wheelchair Lift and Ramp System	3	10K cycles
Starter and Alternator	3	36,000
Fire Suppression System	3	Unlimited
Passenger Seating	1, 2, 5	Unlimited
Bus Operator Seat	1, 2, 5	Unlimited

4.1.6 Extension of Warranty

If, during the warranty period, repairs or modifications on any vehicle, made necessary by defective design, materials or workmanship are not completed due to lack of material or inability to provide the proper repair for 30 (thirty) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

4.1.7 Exceptions and Additions to Warranty

The warranties shall not apply to normal wear-out items (windshield wiper blades, and belts), and items furnished by the Authority, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible.

The Dealer/manufacturer shall pass on to the Authority any warranty, offered by a component supplier, that is superior to that required herein.

4.1.8 Detection of Defects

If the Authority detects a Defect within the warranty periods defined in "Warranty Requirements", the Agency may within twenty (20) working days, notify the Contractor's representative. Within five (5) working days after receipt of notification, a Dealer/manufacturer representative shall either agree that the Defect is in fact covered by warranty, or reserve judgment until the subsystem or component is inspected by the Dealer/manufacturer's representative. At that time, the status of warranty coverage on the subsystem or component shall be mutually resolved between the Authority and the Dealer/manufacturer. Work shall commence to correct the Defect within ten (10) working days after receipt of notification and shall be conducted in accordance with "Repairs by Contractor" as written in Exhibit E of this solicitation.

4.1.9 Scope of Warranty Repairs

When warranty repairs are required, the Authority and Dealer/Manufacturer's representative shall agree within five (5) working days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five-day period, the Authority reserves the right to commence the repairs in accordance with "Repairs by the Authority".

4.2 Fleet Defects

4.2.1 Occurrence and Remedy

A fleet defect is defined as cumulative failures of any kind in the same components in the same or similar application where such items covered by the warranty and such failures occur in the warranty period in the specified proportion of the buses delivered under this contract. A fleet defect is defined as the failure of identical items covered by the warranty period in a proportion of the buses delivered. The proportion shall be twenty (20) percent in accordance with Exhibit E of this solicitation.

The Dealer/manufacturer shall correct a fleet defect under the warranty provisions defined in "Repairs by Contractor" and "Repairs by Authority" in Exhibit E of this solicitation. After correcting the Defect, the Authority and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other vehicles and spare parts purchased under this contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed to arrangement.

4.3 Repair Procedures

4.3.1 Repair Performance

The Dealer/manufacturer is responsible for all warranty-covered repair work. The Agency or its designee shall reserve the right to perform warranty work if it determines it needs to do so based on transit service or other requirements. Should the Agency or its designee perform warranty the dealer/manufacturer shall remain financially responsible (parts and labor) and reimburse for such work at the negotiated labor rate. Dealer/manufacturer shall bear the cost of parts delivery and return (if required).

Dealer

Repairs performed by Dealer/manufacturer or Agency shall be in accordance with sections "Repairs by Contractor" and "Repairs by Authority" in Exhibit E of this solicitation.

4.3.2 Defective Components Return

Dealer/manufacturer may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by the Dealer/manufacturer. Materials should be returned in accordance with Dealer/manufacturer's instructions.

4.3.4 Failure Analysis

The Dealer/manufacturer shall, at the request of the Agency, provide a failure analysis of fleet defect- or safety-related parts, or major components, removed from buses under the terms of the warranty, that could affect fleet operation. Such reports shall be delivered within 60 (sixty) days of the receipt of failed parts.

4.3.5 Reimbursement Requirement Parts and Labor

The Dealer/manufacturer shall reimburse the Agency for warranty labor and/or parts within 60 (sixty) days of receipt of warranty claim and failed part(s) (if required).

4.3.10 Warranty After Replacement/ Repairs

If any component, unit, or subsystem is repaired, rebuilt or replaced by the Dealer/manufacturer or by the Agency the component, unit, or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if Contractor-provided or authorized parts are not used for the repair; unless the Contractor has failed to respond within five (5) days, in accordance with "Scope of Warranty Repairs".

The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty remaining at the time the fleet defect was identified. This extended warranty shall begin on the repair/replacement date for corrected items on each bus.

EXHIBIT G-1 – Revised-3
FPR
DELIVERY SCHEDULE

Paratransit Vans Required Technical Submittal

Offerors shall list below the number of calendar days for their Proposed Delivery Schedule for Paratransit Vans per Exhibit A, Pricing Schedule. Please do not enter dates.

DELIVERY - BASE				
Item	Description	Estimated Quantity	Desired Delivery Schedule Not To Exceed	Proposed Calendar Days from NTP
1	Chassis for 2 Wheelchair Position Van	47	365 calendar days from date of Notice to Proceed (NTP) for Base - Item 1	365 Calendar Days
2	2 Wheelchair Position Van: All other parts, excluding chassis	47	365 calendar days from date of Notice to Proceed (NTP) for Base - Item 2	365 Calendar Days

DELIVERY - OPTION				
Item	Description	Estimated Quantity	Desired Delivery Schedule Not To Exceed	Proposed Calendar Days from NTP
1	Chassis for 2 Wheelchair Position Van	97 67 41	365 calendar days from date of Notice to Proceed (NTP) for Option - Item 1	365 Calendar Days
2	2 Wheelchair Position Van: All other parts, excluding chassis	97 67 41	365 calendar days from date of Notice to Proceed (NTP) for Option - Item 2	365 Calendar Days

Exhibit G-2 Vehicle Technical Information

EXHIBIT G-2: Offeror Vehicle Technical Information

The Offeror shall submit for review by the Authority a completely filled-in Vehicle Technical Information form below to confirm the proposed vehicle and components are in compliance with the requirements of Exhibit F-1 Technical Specifications.

-Do not change the number of rows and columns. -Only add information in the right column. -Please expand rows to add additional information in the right column (see line #1 for reference).		
1.	Vehicle Manufacturer	-
2.	Vehicle Model	-
3.	UNDERSTRUCTURE	
4.	Manufacturer	-
5.	Model Number	-
6.	Model Year	-
7.	BASIC BODY CONSTRUCTION	
8.	BODY	
9.	Type	-
10.	Overstructure thickness/dimensions [In]	-
11.	Understructure thickness/dimensions [In]	-
12.	SKIN THICKNESS AND MATERIAL	
13.	Roof Thickness [In]	-
14.	Roof Material	-
15.	Sidewall Thickness [In]	-
16.	Sidewall Material	-
17.	Skirt Panel Thickness [In]	-
18.	Skirt Panel Material	-
19.	Front End Thickness [In]	-
20.	Front End Material	-
21.	Rear End Thickness [In]	-
22.	Rear End Material	-
23.	BUS DIMENSIONS	
24.	LENGTH (s)	
25.	Bumper to Bumper [Ft]	-
26.	Over Body [Ft]	-
27.	WIDTH	
28.	Over Body excluding Mirrors [Ft]	-

Exhibit G-2 Vehicle Technical Information

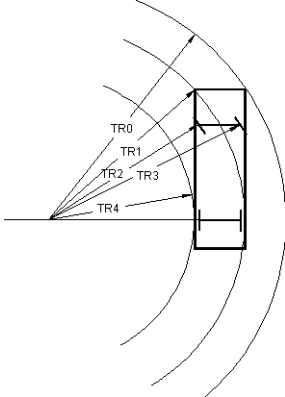
29.	Over Body including Mirrors - driving position [Ft]	-
30.	Over Tires - Front Axle [Ft]	-
31.	Over Tires - Rear Axle [Ft]	-
32.	HEIGHT	
33.	Maximum [Ft]	-
34.	Main roof line [Ft]	-
35.	ROAD CLEARANCE	
36.	Angle of Approach [Deg.]	-
37.	Breakover Angle [Deg.]	-
38.	Angle of Departure [Deg.]	-
39.	Minimum Ground Clearance (between bus and ground) Excluding Axles [In]	-
40.	Minimum Ground Clearance (between bus and ground) Including Axles [In]	-
41.	DOORWAY DIMENSIONS	
42.	FRONT DOOR	
43.	Width Between Door Posts [In]	-
44.	Door Width Between Panels [In]	-
45.	Doorway Height [In]	-
46.	Clear Door width [IN]	
47.	REAR EMERGENCY DOOR	
48.	Doorway width [In]	
49.	Doorway Height [In]	
50.	INTERIOR HEAD ROOM (Measured at Center of Aisle)	
51.	At Drive axle [In]	-
52.	TURNING ENVELOP	
53.	Use figure below for items 52-58	
 <p>The diagram illustrates the turning envelope of a vehicle. It shows a rectangular vehicle icon moving along a curved path. Five different turning radii are indicated by lines originating from a single point on the left and extending to the vehicle's path: TR0 (the outermost radius, including the bumper), TR1 (the front inner corner radius), TR2, TR3, and TR4 (the innermost radius).</p>		
54.	Outside Body Turning Radius, TR0 (including bumper) [Ft]	-
55.	Front Inner Corner Radius, TR1 [Ft]	-

Exhibit G-2 Vehicle Technical Information

56.	Front Wheel Inner Turning Radius, TR2 [Ft]	-
57.	Front Wheel Outer Turning Radius, TR3 [Ft]	-
58.	Inside Body Turning Radius, TR4 (including bumper) [Ft]	-
59.	Wheelbase [Ft]	- -
60.	Overhang, Centerline of Axle Over Bumper at Rear [FT]	-
61.	FLOOR	
62.	Floor Interior Length [Ft]	- -
63.	Floor Interior Width [Ft]	- -
64.	Maximum interior floor slope (from horizontal) [Deg]	-
65.	FLOOR COVERING	
66.	Manufacturer	-
67.	Type	-
68.	Thickness [In]	-
69.	SUB-FLOOR	
70.	Manufacturer	-
71.	Material	-
72.	Thickness	-
73.	FLOOR HEIGHT ABOVE GROUND (Measured at the center of bus)	
74.	At Front Door	-
75.	At Rear Door	-
76.	At Rear Axle	-
77.	PASSENGER CAPACITY	
78.	Total Maximum Seating	-
79.	Minimum Knee to Hip Room [In]	
80.	Minimum Foot Room [In]	-
81.	Aisle Width Between Transverse Seats (minimum) [In]	-
82.	WEIGHT OF BUS	
83.	EMPTY BUS - FULL FLUIDS	
84.	Weight at the front left Tire [Lbs.]	-
85.	Weight at the front Right Tire [Lbs.]	-
86.	Total (add Previous two Items) [Lbs.]	-
87.	Weight at the Rear left Tire [Lbs.]	-
88.	Weight at the Rear Right Tire [Lbs.]	-
89.	Total (add Previous two Items) [Lbs.]	-
90.	Total bus Weight (add previous two Totals) [Lbs.]	-

Exhibit G-2 Vehicle Technical Information

91.	FULLY SEATED - FULL FLUIDS	
92.	Number of people + Driver	-
93.	Weight at the front left Tire [Lbs.]	-
94.	Weight at the front Right Tire [Lbs.]	-
95.	Total (add Previous two Items) [Lbs.]	-
96.	Weight at the Rear left Tire [Lbs.]	-
97.	Weight at the Rear Right Tire [Lbs.]	-
98.	Total (add Previous two Items) [Lbs.]	-
99.	Total bus Weight (add previous two Totals) [Lbs.]	-
100.	WEIGHT RATING	
101.	GVWR [Lbs.]	-
102.	GAWR – Front Axle [Lbs.]	-
103.	GAWR – Rear Axle [Lbs.]	-
104.	VEHICLE PERFORMANCE	
105.	Vehicle performance information and graphs to be attached with this form: <ul style="list-style-type: none"> • Engine Speed vs Road Speed • Torque vs Engine speed. • Horsepower vs Engine speed • Fuel consumption vs Engine Speed (Full Load) • Vehicle Speed vs Time (Both loaded and unloaded) • Vehicle Speed vs Grade (Both loaded and unloaded) • Acceleration vs Time • Change of Acceleration vs Time 	
106.	FUEL TANK	
107.	Manufacturer	
108.	Type	
109.	Thickness [In]	
110.	Total Capacity [Gallons]	
111.	Usable Capacity [Gallons]	
112.	ENGINE	
113.	Manufacturer	
114.	Displacement [L]	
115.	Fuel Type	
116.	Number of Cylinders	
117.	Bore [In]	
118.	Stroke [In]	
119.	Compression Ratio	
120.	Net SAE Horsepower [HP @ RPM]	
121.	Net SAE Torque [HP @ RPM]	
122.	Crankcase Oil Capacity, dry [qt.]	
123.	Crankcase Oil Capacity, wet [qt.]	
124.	Turbocharger (Make & Model) (if equipped)	
125.	Maximum speed, no load [RPM]	
126.	Maximum speed, Full load [RPM]	

Exhibit G-2 Vehicle Technical Information

127.	Speed at Idle [RPM]	
128.	Speed at Fast Idle [RPM]	
129.	TRANSMISSION	
130.	Manufacturer	-
131.	Type	-
132.	Speeds	-
133.	Gear Ratios	-
134.	Shift Speeds with respect to Velocity	- - - -
135.	Fluid Capacity	-
136.	Fluid required (Grade / Manufacturer)	-
137.	Transmission- Heat Exchanger (manufacturer/Model)	- -
138.	AXLES	
139.	AXLE, FRONT	
140.	Manufacturer	-
141.	Type	-
142.	Model Number	-
143.	Gross Axle Weight Rating [Lbs.]	-
144.	Axle Load [Lbs.]	-
145.	AXLE, REAR	
146.	Manufacturer	-
147.	Type	-
148.	Model Number	-
149.	Gross Axle Weight Rating [Lbs.]	-
150.	Axle Load [Lbs.]	-
151.	Fluid required (Grade/ manufacturer)	- -
152.	DRIVE SHAFT	
153.	Manufacturer	-
154.	Type	-
155.	Model Number	-
156.	SUSPENSION	
157.	FRONT SUSPENSION	
158.	Manufacturer	-
159.	Type	-
160.	Model	-
161.	REAR SUSPENSION	
162.	Manufacturer	-
163.	Type	-
164.	Model	-
165.	FRONT SPRINGS	
166.	Manufacture	-

Exhibit G-2 Vehicle Technical Information

167.	Model	-
168.	REAR SPRINGS	
169.	Manufacture	-
170.	Model	-
171.	FRONT SCHOCK ABSORBERS	
172.	Manufacturer	-
173.	Model	-
174.	REAR SCHOCK ABSORBERS	
175.	Manufacturer	-
176.	Model	-
177.	WHEELS AND TIRES	
178.	WHEELS	
179.	Make	-
180.	Model	-
181.	Size	-
182.	Capacity [lbs.]	-
183.	Material	-
184.	Finish	-
185.	Surface Treatment	-
186.	Wheel Cover (Type/Manufacturer)	-
187.	Wheel Cover Spacer	-
188.	TIRES	
189.	Manufacturer	-
190.	Type	-
191.	Size	-
192.	Load Range [Lbs.]	-
193.	Air Pressure [PSI] (Front & Rear)	- -
194.	STEERING, POWER	
195.	HYDRAULIC PUMP	
196.	Manufacturer	-
197.	Model	-
198.	Relief Pressure [PSI]	-
199.	BOOSTER/GEAR BOX	
200.	Manufacturer	-
201.	Type	-
202.	Model	-
203.	Ratio	-
204.	GENERAL INFORMATION	
205.	Power Steering Fluid Capacity [Qts.]	-
206.	Fluid required (Grade/ manufacturer)	-
207.	Maximum Effort at Steering Wheel [Lbs.] (unloaded stationary on dry asphalt pavement)	-
208.	Steering Wheel Diameter [In]	-

Exhibit G-2 Vehicle Technical Information

209.	BRAKES	
210.	Make of Fundamental Brake System	-
211.	Brake Operation Effort	-
212.	FRONT DISCS	
213.	Manufacturer	-
214.	Part Number	-
215.	Diameter	-
216.	REAR DISCS	
217.	Manufacturer	-
218.	Part Number	-
219.	Diameter	-
220.	COOLING SYSTEM	
221.	Engine Thermostat Opening Temp.[F]	
222.	Overheat Alarm Temperature [F]	
223.	Shutdown Temperature [F]	
224.	Coolant Type	
225.	Coolant Capacity [Gal]	
226.	Radiator - Manufacturer	
227.	HEATING, VENTILATING AND AIR CONDITIONING EQUIPMENT	
228.	Cooling System Capacity [B.T.U.]	-
229.	Ventilating Capacity [CFM] -Roof Unit	-
230.	Refrigerant Capacity [Lbs.]-OEM Side	-
231.	Refrigerant Capacity [Lbs.]-Roof unit	-
232.	COMPRESSOR – ROOF UNIT	
233.	Manufacturer	-
234.	Model	-
235.	Operating Speed	-
236.	Weight	-
237.	Oil Capacity Dry [Qtrs.]	-
238.	Oil Capacity Wet [Qtrs.]	
239.	Oil Type (Grade and Manufacturer)	- -
240.	Maximum Warranted Speed [RPM]	-
241.	Operating Speed [RPM]	-
242.	Refrigerant (Type)	-
243.	COMPRESSOR – DASH UNIT	
244.	Manufacturer	-
245.	Model	-
246.	Operating Speed	-
247.	Weight	-
248.	Oil Capacity Dry [Qtrs.]	-
249.	Oil Capacity Wet [Qtrs.]	
250.	Oil Type (Grade and Manufacturer)	- -
251.	Maximum Warranted Speed [RPM]	-
252.	Operating Speed [RPM]	-

Exhibit G-2 Vehicle Technical Information

253.	Refrigerant (Type)	-
254.	CONDENSER – ROOF UNIT	
255.	Manufacturer	-
256.	Model	-
257.	CONDENSER FANS – ROOF UNIT	
258.	Manufacturer	-
259.	Model	-
260.	RECEIVER – ROOF UNIT	
261.	Manufacturer	-
262.	Model	-
263.	CONDENSER FAN DRIVE MOTORS – ROOF UNIT	
264.	Manufacturer	-
265.	Model	-
266.	Type	-
267.	Power [HP]	-
268.	Operating Speed [RPM]	-
269.	Number of Fans	-
270.	EVAPORATOR FAN DRIVE MOTORS – ROOF UNIT	
271.	Manufacturer	-
272.	Model	-
273.	Type	-
274.	Power [HP]	-
275.	Operating Speed [RPM]	-
276.	EVAPORATOR(S) – ROOF UNIT	
277.	Manufacturer (s)	-
278.	Model (s)	-
279.	Number of Evaporators	-
280.	EXPANSION VALVE – ROOF UNIT	
281.	Manufacturer	-
282.	Model	-
283.	FILTER-DRIER – ROOF UNIT	
284.	Manufacturer	-
285.	Model	-
286.	FLOOR HEATER UNIT	
287.	Manufacturer (s)	-
288.	Model (s)	-
289.	Capacity [BTU]	-
290.	FLOOR HEATER BLOWERS	
291.	Manufacturer (s)	-
292.	Model (s)	-
293.	Power [HP]	-
294.	Ventilating Capacity [CFM]	-
295.	CONTROLS – ROOF UNIT & HEATER UNIT	

Exhibit G-2 Vehicle Technical Information

296.	Manufacturer (s)	-
297.	Model (s)	-
298.	Type	-
299.	DOORS	
300.	FRONT RIGHT DOOR	
301.	Manufacturer	-
302.	Type of Door	-
303.	Type of Operating Equipment	-
304.	Dimensions [In]	- - -
305.	Glass type	-
306.	Glass Thickness	-
307.	Color Tint -Glass	-
308.	Light transmission Glass	-
309.	REAR EMERGENCY DOOR	
310.	Manufacturer	-
311.	Type of Door	-
312.	Type of Operating Equipment	-
313.	Dimensions [In]	- - -
314.	Glazing: Type	-
315.	Glazing Thickness	-
316.	Color Tint - Glazing	-
317.	Light transmission - Glazing	-
318.	WHEELCHAIR DOOR	
319.	Manufacturer	-
320.	Type of Door	-
321.	Type of Operating Equipment	-
322.	Dimensions [In]	- - -
323.	Glazing: Type	-
324.	Glazing Thickness	-
325.	Color Tint - Glazing	-
326.	Light transmission - Glazing	-
327.	PASSENGER WINDOWS	
328.	Manufacturer	-
329.	Model(s)	- -
330.	Type(s)	- -
331.	Number of windows – Street Side (Include Dimensions [IN])	-

Exhibit G-2 Vehicle Technical Information

332.	Number of windows – Curb Side (Include Dimensions [IN])	-
333.	Number of windows- Rear (Include Dimensions [IN])	-
334.	Glazing: Type	-
335.	Thickness	- -
336.	Color of Tint	- -
337.	Light Transmission	- -
338.	WINDSHIELD - DRIVER'S WINDOW - QUARTER WINDOW	
339.	WINDSHIELD	
340.	Manufacturer	-
341.	Model	-
342.	Glazing: Type	-
343.	Thickness	-
344.	Color of Tint	-
345.	Light Transmission	-
346.	DRIVER'S WINDOW	
347.	Manufacturer	-
348.	Model	-
349.	Glazing: Type	-
350.	Thickness	-
351.	Color of Tint	-
352.	Light Transmission	-
353.	QUARTER WINDOW	
354.	Manufacturer	-
355.	Model	-
356.	Glazing: Type	-
357.	Thickness	-
358.	Color of Tint	-
359.	Light Transmission	-
360.	MIRRORS	
361.	RIGHT SIDE - EXTERIOR	
362.	Size [In]	-
363.	Type	-
364.	Manufacturer	-
365.	Mfg. Part #	-
366.	Model No.	-
367.	LEFT SIDE - EXTERIOR	
368.	Size [In]	-
369.	Type	-
370.	Manufacturer	-
371.	Mfg. Part #	-

Exhibit G-2 Vehicle Technical Information

372.	Model No.	-
373.	INTERIOR CENTER REARVIEW	
374.	Size [In]	-
375.	Type	-
376.	Manufacturer	-
377.	Mfg. Part #	-
378.	Model No.	-
379.	BLIND SPOT SYSTEM	
380.	Manufacturer	-
381.	Model	-
382.	Type	-
383.	PROXIMITY SYSTEM	
384.	Manufacturer	-
385.	Model	-
386.	Type	-
387.	PASSENGER'S SEATS	
388.	Manufacturer	-
389.	Model	-
390.	Type	-
391.	Upholstery material	-
392.	Number of Seats	-
393.	Seat material(s)	-
394.	Weight per seat [lbs.]	-
395.	DRIVER'S SEAT	
396.	Manufacturer	-
397.	Model	-
398.	Type	-
399.	Upholstery material(s)	-
400.	Weight [Lbs.]	-
401.	Slider Length [IN]	-
402.	HAND STRAPS	
403.	Manufacturer	
404.	Model	
405.	Type	
406.	Number of Hands Straps	
407.	PAINT & DECALS	
408.	PAINT	
409.	Manufacturer	-
410.	Model	-
411.	Paint Codes	-
412.	DECALS	
413.	Manufacturer	

Exhibit G-2 Vehicle Technical Information

414.	Type	
415.	WHEELCHAIR RAMP EQUIPMENT	
416.	Manufacturer	-
417.	Model	-
418.	Type	-
419.	Load Capacity [Lbs.]	-
420.	Useable Width of Platform [In]	-
421.	Useable Length of Platform [In]	-
422.	Incline Ratio	-
423.	System Fluid Capacity [Qts.]	-
424.	Fluid Used (Grade/manufacturer)	-
425.	Operating Hydraulic Pressure	-
426.	Hydraulic Cylinders Size	-
427.	Hydraulic Cylinders Number	-
428.	Weight [Lbs.]	-
429.	Ramp/Lift Length (angled ramp/lift and transition plate) [IN]	-
430.	Ramp/Lift Length (distance ramp/lift protrudes from vehicle) [IN]	-
431.	WHEELCHAIR SECUREMENT EQUIPMENT	
432.	Securement System	
433.	Manufacturer (s)	- -
434.	Model (s)	- -
435.	Restraint System	
436.	Manufacturer (s)	- -
437.	Model (s)	- -
438.	ELECTRICAL	
439.	MULTIPLEX SYSTEM	
440.	Manufacturer	-
441.	Model	-
442.	ALTERNATOR (S)	
443.	Manufacturer	-
444.	Model	-
445.	Type	-
446.	Output at idle [amps]	-
447.	Output at Maximum Speed [amps]	-
448.	Driven Type	-
449.	VOLTAGE EQUALIZER	
450.	Manufacturer	-
451.	Model	-
452.	Type	-
453.	VOLTAGE REGULATOR	
454.	Manufacturer	-

Exhibit G-2 Vehicle Technical Information

455.	Model	-
456.	Type	-
457.	BATTERIES	
458.	Manufacturer	-
459.	Model	-
460.	Type	-
461.	Cold Cranking Amps	-
462.	Number of Batteries	-
463.	INTERIOR LIGHTING	
464.	PASSENGER INTERIOR LIGHTING	
465.	Manufacturer	-
466.	Model	-
467.	Type	-
468.	DRIVER READING LIGHT	
469.	Manufacturer	-
470.	Model	-
471.	Type	-
472.	CELLULAR ROUTER	
473.	Manufacturer	-
474.	Model	-
475.	Type	-
476.	ANTENNAS	
477.	Cellular Router Antenna	
478.	Manufacturer	
479.	Model	
480.	Type	
481.	WLAN Antenna	
482.	Manufacturer	
483.	Model	
484.	Type	
485.	Radio Antenna	
486.	Manufacturer	
487.	Model	
488.	Type	
489.	VIDEO SURVEILLANCE SYSTEM	
490.	Manufacturer	-
491.	Model	-
492.	Type	-
493.	Number of Cameras (Inside and Outside)	-

Exhibit G-2 Vehicle Technical Information

494.	Cameras (manufacturer and Models)	-
		-
		-
		-
		-
495.	REAR BUMPER	
496.	Manufacturer	-
497.	Model	-
498.	Type	-
499.	ROOF HATCH – EMERGENCY EXIT	
500.	Manufacturer	-
501.	Model	-
502.	Type	-
503.	Dimensions [IN]	-
504.	FIRE SUPPRESSION SYSTEM	
505.	Manufacturer	-
506.	Model	-
507.	Type	-

Exhibit G-3 - REQUIRED TECHNICAL SUBMITTAL

Required Documentation

The following documentation and/or information shall be submitted as part of the technical proposal in addition to worksheets, certificates, and other information required herein.

NOTE: The offeror may recognize that the Authority has asked for a few duplicated submittals. These duplicated requests are limited to instances where the requested document is required in both Volume 1 and Volume 2, which are distributed to separate groups for evaluation.

Submitted

<u>Yes</u>	<u>No</u>	
___	___	1. Technical Information Worksheet. Offeror shall complete All information requested.
___	___	2. Submit certification of compliance with applicable required Federal Motor Vehicle Safety Standards (FMVSS) and a description of how buses meet FMVSS, including tests and results of tests.
___	___	3. Submit certification by third party relative to crash worthiness.
___	___	4. Submit certification, for example, copies of Altoona, Ortec, or other test certifications that show that the vehicle offered has been designed, manufactured, assembled, and tested for passenger service and is suitable for extended service in heavy stop-and-go traffic under specified service cycle.
___	___	5. Submit certification that motor vehicle pollution requirements will be met.
___	___	6. Submit certification that the horsepower of the vehicle is adequate for the speed range and terrain in which it will be required to operate and also meet the demands of all auxiliary power equipment.
___	___	7. Submit brake design data, including provisions for compliance with FMVSS No. 121.
___	___	8. Submit drawings showing plan and elevation of the proposed vehicle to include normal location of exterior mirrors.
___	___	9. Submit drawings showing vehicle turning envelope.
___	___	10. Submit drawing(s) showing proposed floor plans, passenger seating layout(s), and locations of all modesty panels. Plans shall include aisles, entrance and exit doors, and operator's platforms. Plans shall include dimensional information.
___	___	11. Submit drawing(s) showing entry, maneuvering, parking, and exiting of wheelchair passengers. Plans shall include dimensional information.
___	___	12. Submit description of wheelchair securement devices to include make, model and method of operation. Include certification that they meet ADA.
___	___	13. Submit drawing(s) Operator Barrier, including dimensions. Plans shall include dimensional information
___	___	14. Submit drawings of operator's workstation and layout. Include consoles, instrument panels, seat positioning, brake and throttle controls, floor mounted turn signals and driver's barriers. Plans shall include dimensional information such as steering wheel tilt limits of travel, operator's seat legroom relative to the foot pedals and foot switches, operator's seat fore and aft adjustment range, height adjustment range, etc.
___	___	15. Submit illustration outlining basic vehicle structure, with color coding and description of materials used.
___	___	16. Describe and furnish all critical dimensions for jacking and hoisting, including axle, tire, and jacking pad locations.
___	___	17. Submit documentation of materials and methods used for corrosion resistance.
___	___	18. Submit Illustration depicting all exterior panels and describe materials used and procedure for replacement of side body panels, minus painting.
___	___	19. Submit illustration depicting location, layout and accessibility of all energy storage and charging systems.
___	___	20. Submit description of all securement devices of service compartment doors, to include engine, transmission, battery, operator storage, etc.
___	___	21. Submit Photographs, prints and engineering data not otherwise submitted which might assist in understanding the performance of the proposed equipment.
___	___	22. Submit illustration(s) of front and rear suspension.
___	___	23. Submit detailed sample of maintenance and inspection schedule.
___	___	24. Submit complete description and drawings of wheelchair ramp system.
___	___	25. Submit detailed information on all Base and Extended Warranty Options, including High Voltage Batteries. delineating items excluded from warranty.

Exhibit G-3 - REQUIRED TECHNICAL SUBMITTAL

- ___ ___ 26. Submit warranty claim filling procedure, including sample form.
- ___ ___ 27. Submit electrical system audit procedure, including sample checklist.
- ___ ___ 28. Submit list of all unique tools and equipment with description and cost required to maintain, repair and overhaul coaches proposed.
- ___ ___ 29. Submit partial sample each: parts manual, operator's manual, maintenance manual, wiring diagram, and technical publications for coaches in production similar to this specification.
- ___ ___ 30. Submit complete and detailed description of manufacturing facilities and process, including description of on-line inspection and testing. Explain the processes of monitoring and controlling the quality of production including work by sub-contractors and materials from suppliers. List and describe all testing performed during and after manufacture. Describe the process of correcting discovered defects.
- ___ ___ 31. Submit the description of Fire Detection System, including type and location of main components such as sensors, control module, and alert devices. Describe how the system will detect and react to a thermal event.
- ___ ___ 32. Submit photographs of the proposed vehicle or of a reasonably similar vehicle for purposes of presenting the aesthetic design and style. At minimum the following photographs are required:
 - a.) Exterior Views: both sides, front and rear;
 - b.) Interior Views: facing forward, facing rear, doors entry and exit;
 - c.) View with emphasis on fit and finish: driver's area, windows, stanchion, wheelchair area, rear steps, A/C return air duct, union of floor to walls, and any other views which may help to demonstrate an attention to detail in the fit and finish.
- ___ ___ 33. Furnish a complete listing of fleet defects and corrective action taken that your firm has experienced on electric buses.
- ___ ___ 34. Submit a complete description of the Driver's Dedicated Air Conditioning System and how it operates, including detailed drawings of components, controls, and air vents.
- ___ ___ 35. Submit a description of what is being done or what specific engineering will need to be done to reduce interior ambient noise, especially of that caused by the air conditioning system, air compressor, road noise, and interior finish rattles, squeaks and drumming.
- ___ ___ 36. Submit protocol for test method for measuring the ESS system WEOL.
- ___ ___ 37. Submit written confirmation from battery manufacturer attesting to the safety of the proposed battery system in the proposed application and charging profile to include full disclosure and discussion of all relevant issues or prior incidents.
- ___ ___ 38. Describe battery maintenance requirements, including any periodic charge requirements necessary for cell balancing.
- ___ ___ 39. Submit the warranty terms relating to the battery, including explanation of all disclaimers within the warranty.
- ___ ___ 40. Describe how the design of the bus minimizes potential exposure to hazardous electrical current in the event of a vehicle accident, and how gassing or fumes from the energy storage system are prevented from entering the interior of the bus.
- ___ ___ 41. Describe the High Voltage Battery Disconnect System, including for both scenarios of maintenance and emergency first responder.
- ___ ___ 42. Submit a list of all special tools and pricing for maintaining this equipment. This will not be part of the pricing evaluation on the RFP.
- ___ ___ 43. Submit the Manufacturer's Standard for: Paint, Interior and Exterior.
- ___ ___ 44. Submit the Manufacturer's Standard for: Flooring and Floor Covering Installation.
- ___ ___ 45. Submit the Manufacturer's Standard for: Routing and Securement of Electrical Wiring and Harnesses.
- ___ ___ 46. Submit the Manufacturer's Standard for: Routing and Securing of Fluid Lines.
- ___ ___ 47. Describe options available for Driver Seat.
- ___ ___ 48. Describe options available for Driver Barrier.

Exhibit G-3 - REQUIRED TECHNICAL SUBMITTAL

49. Furnish the following information:

Location of nearest technical service representative to Capital Metro:

Name: _____

Qualifications: _____

Experience: _____

Address: _____

Telephone: _____

Location of nearest proposed service facility to Capital Metro.

Name: _____

Address: _____

Telephone: _____

Location of nearest parts distribution center to Capital Metro.

Name: _____

Address: _____

Telephone: _____

Policy for delivery of parts and components required for service and maintenance:

Regular Method of Shipment: _____

Cost to Capital Metro: _____

Exhibit H - TECHNICAL SUBMITTAL FORM FOR PROPOSAL DEVIATION

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal. The first deviation (Deviation #1) shall be in this page with the check boxes below. The second deviation (Deviation #2) and next ones shall be in the next pages without the check boxes. When submitting deviations electronically, all deviations shall be in one (1) document in MS Word format. One (1) copy without any price/cost information is to be placed in the technical proposal and a separate copy with any price/cost information placed in the price proposal as specified in "Price Proposal Requirements".

- Company name the proposed deviations below are being submitted prior to submission of the proposal.
- Company name is not submitting any deviations new deviations.
- Company name the proposed deviations below have not been included on the Revised Specifications and therefore, we are requesting consideration of these new exceptions.
- Company name the deviations below have been approved by Capital Metro and are being submitted with the proposal as required in (c) of Section 4 in Exhibit C.

If the Specifications have been revised to incorporate any approved deviations requested by proposers in advance of submitting the proposals, then your proposal shall comply with the Revised Specifications.

Deviation #: _____	Offeror: _____	
Solicitation Ref: _____	Page: _____	Section: _____
Complete Description of Deviation: _____		
Rationale (Pros & Cons): _____		

Exhibit H - TECHNICAL SUBMITTAL FORM FOR PROPOSAL DEVIATION

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal. One (1) copy without any price/cost information is to be placed in the technical proposal and a separate copy with any price/cost information placed in the price proposal as specified in "Price Proposal Requirements".

Deviation #: _____	Offeror: _____	
Solicitation Ref: _____	Page: _____	Section: _____
Complete Description of Deviation: _____		
Rationale (Pros & Cons): _____		

Exhibit H - TECHNICAL SUBMITTAL FORM FOR PROPOSAL DEVIATION

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal. One (1) copy without any price/cost information is to be placed in the technical proposal and a separate copy with any price/cost information placed in the price proposal as specified in "Price Proposal Requirements".

Deviation #: _____	Offeror: _____	
Solicitation Ref: _____	Page: _____	Section: _____
Complete Description of Deviation: _____		
Rationale (Pros & Cons): _____		

Exhibit H - TECHNICAL SUBMITTAL FORM FOR PROPOSAL DEVIATION

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal. One (1) copy without any price/cost information is to be placed in the technical proposal and a separate copy with any price/cost information placed in the price proposal as specified in "Price Proposal Requirements".

Deviation #: _____	Offeror: _____	
Solicitation Ref: _____	Page: _____	Section: _____
Complete Description of Deviation: _____		
Rationale (Pros & Cons): _____		

Exhibit H - TECHNICAL SUBMITTAL FORM FOR PROPOSAL DEVIATION

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal. One (1) copy without any price/cost information is to be placed in the technical proposal and a separate copy with any price/cost information placed in the price proposal as specified in "Price Proposal Requirements".

Deviation #: _____	Offeror: _____	
Solicitation Ref: _____	Page: _____	Section: _____
Complete Description of Deviation: _____		
Rationale (Pros & Cons): _____		