

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

705 Elmwood Avenue
Providence, RI 02907

GENERAL GUIDELINES FOR COMPLETING REQUEST FOR PROPOSAL PACKAGE

This document is intended as a guideline to assist prospective Proposers in successfully completing the necessary Proposal paperwork. You are strongly encouraged to read the Instructions for Proposers Sections very carefully. This document is NOT intended to replace the more-detailed instructions that are included in the attached Proposal Package.

- It is **EXTREMELY IMPORTANT** that all required forms be filled out completely. Federal and State Regulations mandate that these forms be filled out properly. Failure to fill out these forms may result in your Proposal being ruled non-responsive. Non Responsive Proposals **will not** be awarded the contract.
- **REMEMBER to completely fill out** all REQUIRED FORMS (see REQUIRED FORMS Checklist). The **forms that are checked off are the only ones that apply to this Proposal.**
- If a form does not apply to your business or Proposal please mark the form Not Applicable or some other similar wording at your discretion.
- DBE (Disadvantaged Business Enterprise) Obligation. RIPTA agrees to ensure that DBES as outlined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts. Therefore it is imperative that you read the DBE Section and complete the necessary Paperwork. All DBEs submitted must be certified by the State of Rhode Island at the time of proposal submittal.
- Make Sure the Proposal Response is received by the RIPTA Purchasing Department by the designated date and time. Late Proposals will not be accepted
- It shall be the responsibility of prospective proposers to check the State of Rhode Island, Department of Administration Division of Purchases Website for any addenda.
- Make Sure that the Proposal is returned in an Envelope or Box **CLEARLY LABELED** with the following Information: **Proposal Number and what the Proposal is for. This information should be in the lower left hand corner.** The envelope should also be labeled **Proposal DOCUMENTS ENCLOSED**
- When in doubt, contact RIPTA Contracts Manager (401) 784-9500 extension 214 for assistance.
- **Proposal must be submitted pre-punched for standard three ring binders. Spiral bound proposal submittals will not be allowed. Please note that United Parcel Service will not deliver to our address.**

Please refer to Page 76 for Scope of Work

The following label shall be affixed to the envelope or package containing the proposal response documents. It is imperative that his label be affixed to insure the proposal documents are received and routed in the proper manner:

Return Address

PROPOSAL DOCUMENTS ENCLOSED

CONTRACTS MANAGER
Rhode Island Public Transit Authority
Purchasing Department
Room 217
705 Elmwood Avenue
Providence, RI 02907

PROPOSAL NUMBER: **14-20**

PROPOSAL FOR: **Paratransit and Flex Vans**

DUE: **May 16, 2014**

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

705 Elmwood Avenue
Providence, RI 02907

REQUIRED COMPANY INFORMATION FORM

The following information is mandatory; Failure to complete this section may jeopardize your eligibility to be awarded the contract. ALL SECTIONS OF THIS FORM MUST BE FILLED OUT COMPLETELY

THIS INFORMATION IS REQUIRED IN ACCORDANCE WITH 49CFR 26.11

THIS FORM IS REQUIRED FOR ALL BIDDERS, PRIME CONTRACTORS, POTENTIAL SUBCONTRACTORS AND SUBCONTRACTORS

PLEASE PRINT OR TYPE YOUR INFORMATION

COMPANY NAME _____

COMPANY STREET: ADDRESS: _____

COMPANY MAILING: ADDRESS: _____

COMPANY CONTACT PERSON: _____

COMPANY TELEPHONE NUMBER: _____

COMPANY TELEFAX NUMBER: _____

COMPANY CONTACT EMAIL: _____

AGE OF THE FIRM (YEARS): _____

ANNUAL GROSS RECEIPTS (DOLLARS): _____

IS YOUR FIRM CERTIFIED BY THE STATE
OF RHODE ISLAND AS A DISADVANTAGED
BUSINESS ENTERPRISE ? _____

DUNN AND BRADSTREET NUMBER: _____

NAICS CODE: _____ INDUSTRY _____

NAICS Code can be found at the following website: www.naics.com

COMPANY STATUS: _____ PRIME CONTRACTOR _____ SUBCONTRACTOR

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 14-20

REQUEST FOR PROPOSALS

PROPOSAL NO: 14-20

DATE OF INVITATION: April 2, 2014

PRE-PROPOSAL MEETING: April 30, 2014

PROPOSAL RECEIPT DATE: May 16, 2014

FURNISHING OF: Paratransit and Flex Vans

FEDERAL TRANSIT ADMINISTRATION PROJECT NO. RI04-006, 16-036,
16x037, 90x-60,
90x062, 90x063,

The participant shall specify the official name of his/her company in the upper left-hand corner of the Proposal Response Envelope and show **PROPOSAL NO: and Proposal Description in the lower left-hand corner and send or deliver to:**

**Purchasing Department
Room 217
705 Elmwood Avenue
Providence, RI 02907**

The participant shall execute the offer form enclosed herewith.

Proposals will be reviewed and evaluated; all participants will be notified as soon as approval of award is made.

The proposer shall execute the offer form enclosed herewith. The proposer shall return **Five copy(ies)** with the **original** proposal.

RIPTA RESERVES THE RIGHT TO REJECT PROPOSALS FROM PARTICIPANTS WHO HAVE NOT USED THE FORM AND PROPER PROPOSAL RESPONSE ENVELOPE FORMAT.

RIPTA RESERVES THE RIGHT TO CANCEL ANY PARTICULAR SOLICITATION, AND/OR REJECT ANY OR ALL PROPOSALS.

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I. CALENDAR

A. Date of Invitation:

April 2, 2014

B. Pre-Proposal Conference:

1. **Date:** **April 30, 2014**

2. **Time:** **1:00 p.m. Eastern Time**

3. **Place:** **RIPTA Board Conference Room**
269 Melrose Street, Providence, RI

Any and all appeals must be submitted in writing prior to the time and date set for the Pre-Proposal Meeting.

C. Request for Approved equals and Questions

must be submitted **ELECTRONICALLY IN MICROSOFT WORD FORMAT** to RIPTA Contracts Manager by:

1. **Date:** **April 30, 2014**

2. **Time:** **1:00 p.m. Eastern Time**

3. **Response to approved equals: 10 - 14 days prior to proposal opening.**

D. Proposal Receipt:

1. **Date:** **May 16, 2014**

2. **Time:** **1:00 p.m. Eastern Time**

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II. NOTICE TO OFFERORS

A. DATE: April 2, 2014

The Rhode Island Public Transit Authority (RIPTA) is requesting proposals for the following:

Paratransit and Flex Vans

All proposals shall be submitted in the required format and quantity as set forth in the RFP. This proposal must be received by May 16, 2014 at 1:00 p.m. Eastern Time by the Purchasing Department, Room 217, 705 Elmwood Avenue Providence, Rhode Island 02907. **Please be advised that United Parcel Service does not deliver to this address.**

Award of contract is subject to financial assistance of 80% from the U.S. Department of Transportation (FTA Project RI04-006, 16-036, 16x037, 90x-60, 90x062, 90x063,) and 20% from RIPTA. The successful proposer shall comply with the conditions and terms applicable thereunder.

A Pre-Proposal Meeting will be held at the RIPTA Transportation Building Conference Room, 269 Melrose Street Providence, RI at 1:00 pm Eastern Time on April 30, 2014.. Proposers are expected to download and review the Proposal Scope of Work prior to the pre-proposal meeting.

The successful proposer shall be required to comply with all applicable Equal Opportunity and Disadvantaged Business Enterprise regulations. Proposers are encouraged to view the Rhode Island Minority Business Enterprise (RIMBE) website for a list of Disadvantaged Business Enterprise vendors that may be interested in working with your company on this proposal. All DBEs submitted must be certified by the State of Rhode Island at the time of proposal submittal. The RIMBE Website address is: <http://www.mbe.ri.gov/search.php>.

The successful proposer shall be required to certify that he is not on the Comptroller General's List of Ineligible Contractors.

An electronic copy of the RFP is available on the State of Rhode Island, Department of Administration, Division of Purchases Website. The website address is: www.purchasing.ri.gov/RIVIP/ExternalBidSearch.asp. RIPTA Requests for Proposals can be Public Bid Opportunities, Quasi Public Sector, listed under the Rhode Island Public Transit Authority. **Proposers must download the proposal documents and complete the required forms.**

If you are unable to access the Internet; a printed copy of the Proposal may be obtained from RIPTA's Purchasing Department by calling Michael J. McGrane at (401) 784-9500, ext. 214.

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III. CONTACT LIST

**PLEASE CONTACT THE FOLLOWING PERSONS FOR ANY
QUESTIONS YOU MAY HAVE:**

A. Specifications/Scope of Work

Mr. Joseph Monti
Phone (401) 784-9500 extension 191

B. Contracts Manager

Mr. Michael J. McGrane
Phone: (401) 784-9500 extension 214
mmcgrane@ripta.com

C. DBE Compliance Officer

Mr. James Vincent
Phone: (401) 784-9500 extension 209
jvincent@ripta.com

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IV. INSTRUCTIONS FOR PROPOSERS

A. Definition of Terms.

Whenever herein or in the proposal contract documents the following terms, pronouns or abbreviations are used, the intent and meaning shall be interpreted as follows:

1. **Procuring agency**
Procuring Agency is defined as the Rhode Island Public Transit Authority.
2. **RIPTA**
RIPTA shall refer to the Rhode Island Public Transit Authority.
3. **Contractor**
Contractor shall mean the successful proposer to whom a contract is awarded.
4. **Request for Proposal (RFP)**
Request for Proposal shall mean the complete assembly of related documents, whether attached or incorporated by reference, furnished by RIPTA for the purpose of proposing, including the Request for Proposal, the Instructions for Proposers, Supplemental Conditions, Specifications, Proposal Form, Proposal Attachments, and Addenda, if any. Proposals shall be in strict accordance with the Terms of the RFP.
5. **Authorized Signature.**
The person who is executing this contract on behalf of the Proposer and who is authorized to bind the Proposer.
6. **Request for Proposal.**
The advertisement of the issuance by RIPTA of a Request for Proposal, which is published, posted and sent to prospective Proposers informing interested persons of the proposed procurement.
7. **Proposal Evaluation Factors/Criteria**
Evaluation Factors/Criteria given in the scope of work are not listed in order of priority. The order of the listing has no relationship to the relative importance of the factors.
8. **Basis of Award**
The Contract will be awarded to the vendor that submits the proposal that is rated the overall best value to the Authority.
9. **Notice of Award.**
The receipt of a Purchase Order or Letter of Contract issued by RIPTA shall serve as notice of the award of contract.
10. **Specifications.**
The written description and statement of necessary requirements of the equipment/construction, supplies and/or service to be provided.
11. **Tender**
The Proposer's documents and all attachments tendered in response to the proposal requests.

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B. Form of Proposal and Signature.

The proposal shall be presented with an original and Five copies on the forms provided herewith by RIPTA and shall be enclosed in a sealed envelope marked and addressed as required on the proposal form.

Depending upon whom the proposal is made by, the following signature and instructions must be followed:

1. Sole Owner.

Proposal shall be signed with his full name, and his address shall be given.

2. General Partnership.

Proposal shall be signed with the partnership name by a partner who shall also sign his/her own name, and the name and address of each partner shall be given.

3. Limited Partnership

Proposal shall be signed with the partnership name by a general partner who has authorization to do so who shall also sign his/her own name.

4. Corporation.

Proposal shall be signed by an officer or other individual who has the full and proper authorization to do so, and the corporate seal shall be affixed to the contract, or if the corporate seal is not affixed to the contract and it is signed by a person other than an officer, there must be attached to the contract a certified copy of a resolution of the corporation authorizing such officer or person to sign written contracts for and on behalf of the corporation.

C. Proposal.

The terms of the proposal must not be changed. All blank spaces in said form shall be properly filled. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the Proposer. If the unit price and the total amount named by a Proposer for any item, do not agree, **the unit price** alone will be considered as representing the Proposer's intention.

D. Unauthorized Conditions.

Unauthorized conditions, limitations or provisions attached to a proposal will render it informal and may cause its rejection.

E. Submission of Proposal.

Prior to the hour specified in the Request for Proposal inviting sealed proposals, all proposals shall be delivered to the Contracts Manager at the address shown in the Request for Proposal.

Each proposal shall be in a sealed envelope properly labeled on the outside with the proposal number and description. No proposals received after said time or at any place other than the time and place as stated in the Request for Proposal will be considered. No proposal electronically transmitted , e.g. email and fax will be considered.

F. Modification or Withdrawal of Proposal.

A proposal may be modified or withdrawn by written or telegraphic notice received in the office designated in the Request for Proposal not later than the exact time set for receiving of proposals. A telegraphic notice of

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modification or withdrawal of a proposal telephoned by the receiving telegraphic office no later than the set for opening of proposals will be considered if the message is confirmed by the telegraph company by sending a copy of a written telegram which formed the basis of the telephone call. A proposal may be withdrawn in person by a Proposer or his/her authorized representative provided his/her identity is made known and he signs a receipt for the proposal if the withdrawal is prior to the exact time set for receiving the proposals. Modifications of proposals and requests for withdrawal of proposals which are received in the office designated in the Request for Proposals after the exact time set for opening are "late modifications" and "late withdrawals" respectively. A late modification or late withdrawal will be subject to the rules and procedures applicable to late proposals. A late modification of an otherwise successful proposal will be opened at any time it is received. If, in the judgment of the Director of Procurement, it makes the terms of the proposal more favorable to RIPTA, it will be presented to the Contract Manager and Director of Procurement for consideration.

G. Proposer Interviews or Presentations

The Authority reserves the right, at its sole discretion, to request proposal respondents to make presentations or interviews. This may be done in person, or through electronic means (i.e. telephone or via the internet). The purpose of this presentation is to enhance the presentation, not to amend it. Proposers should prepare their proposal responses based upon the assumption that there will not be interviews, unless specifically stated in the Scope of Work. The Written Proposal should reflect their best effort.

H. Samples

Samples, when required, must be submitted within the time specified, at no expense to RIPTA. If not, destroyed or used up during testing, samples will be returned upon request at the Proposer's expense.

I. Canvass of Proposals.

At the hour specified in the Request for Proposal, a designee will receive the proposals. An award will be made or proposals rejected by RIPTA within the time specified in the specifications or proposal forms, or if not specified, within a reasonable time after proposals have been opened.

J. Rejection of Proposals.

RIPTA reserves the right to reject any and all proposals. The right is reserved to reject any or all proposals, and to waive technical defects as the interest of RIPTA may require. Each Proposer shall be notified if all proposals are rejected.

K. Sales Tax Exemption.

RIPTA confirms there are no state, local or federal taxes applicable to this purchase.

L. Delivery Charges.

Unless otherwise stated in the RFP, Proposers shall include freight and/or delivery charges in the total price of their proposals.

M. Alternative Proposal

Submissions of an alternative proposal or proposals, except as specifically called for in the Specifications or RFP, will render the proposal informal and may cause its rejection.

N. Non-Collusive Affidavit.

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The Proposer represents and warrants that its proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to submit a sham proposal or any other person, firm or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure itself an advantage over any other Proposer.

O. Interest of RIPTA Personnel.

The Proposer represents and warrants that neither the General Manager, nor any Board Member, nor any employee of RIPTA, is in any manner interested directly or indirectly in the proposal or in the contract, which may be made under it, or in any expected profits to arise therefrom.

P. Penalty for Collusion.

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any proposal or proposals, colluded with any other party or parties, then the contract so awarded shall be **voidable** by RIPTA and the Contractor and his bondsmen shall be liable to RIPTA for all loss or damage which RIPTA may suffer thereby and the RIPTA Board may advertise for a new contract for said labor, supplies, materials, equipment or service.

Q. Proposal Acceptance Period

All proposals shall remain in effect one hundred twenty (120) calendar days from the date of proposal opening. Proposals offering less than one hundred twenty (120) calendar days for acceptance by RIPTA from the date set for opening will be considered non-responsive and will be rejected.

R. Postponement.

RIPTA reserves the right to postpone, for its own convenience, the date the proposal is to be received, but any Proposer whose proposal has already been submitted to RIPTA when the decision to postpone is made shall be afforded the opportunity to revise or withdraw its proposal.

S. Amendment and/or Postponement.

RIPTA reserves the right to revise or amend the specifications up to the time set for the receiving of proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. It shall be the responsibility of prospective proposers to check the State of Rhode Island, Department of Administration Division of Purchases Website for any addenda. If the revisions and addenda require changes in quantities or price proposal, or both, the date set for receiving proposals may be postponed by such number of days as in the opinion of RIPTA shall enable Proposers to revise their proposals. In any case, proposal openings shall be at least seven (7) working days after the last addendum, and the addenda shall include an announcement of the new date, if applicable.

T. Single Proposal.

1. In the event a single proposal is received, RIPTA will, at its option, either conduct a price and/or cost analysis of the proposal and make the award by negotiation or reject the proposal and re-advertise. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. Price analysis shall be performed by

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comparison of the price quotations submitted on other current quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

2. Where it is impossible to obtain a valid price analysis, it may be necessary for RIPTA to conduct a cost analysis of the proposal price. Cost analysis is the review and evaluation of a contractor's cost or pricing data and of the factors applied in projecting from such data the estimated costs of performing the contract, assuming reasonable economy and efficiency.
3. The price and/or cost analysis shall be made by RIPTA's Procurement Department.

U. Qualifications for Award.

The Proposer must be a person, firm or corporation that:

1. Has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under this contract.
2. Has adequate service personnel, or has the capability to have such personnel, to satisfy any service problems that may arise during the warranty period.
3. Has the necessary facilities and financial resources or has the capability to obtain such facilities and resources to complete the contract in a satisfactory manner within the required time.
4. The Procuring agency shall have the right to conduct a pre-award survey on each Proposer. Doubt as to the capability or technical ability, productive capacity or financial strength, which cannot be resolved affirmatively, shall require a determination of non-responsibility by RIPTA.

V. Ineligible Proposers.

The Proposer shall be required to certify, upon request, that it is not on the U.S. Comptroller General's Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

W. Disadvantaged Business Enterprise

The Rhode Island Public Transit Authority will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. RIPTA will take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Rhode Island Public Transit Authority of its failure to carry out its approved program the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement

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under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Action of 1986 (31 U.S.C. 3801 et. Seq).

X. Addenda.

RIPTA may issue addenda containing amendments to its proposal solicitation documents. Any addendum issued less than seven (7) days prior to the receipt of proposal shall, if necessary, contain a provision postponing the date of the receipt of proposal to a date that will provide Proposers adequate time to respond to the addenda. Addenda shall be numbered sequentially.

Y. Proposer's Requests and Appeals.

1. Appointments.

Proposers and suppliers may make appointments with the contact person listed in the specifications to discuss the specifications.

2. Amending Materials.

Any amending material issued by RIPTA pertaining to the proposal solicitation documents (including, without limitation: clarifications, approved equals, and corrections) shall be set forth in an addendum and sent to all parties who are on record as having obtained a copy of the proposal solicitation documents.

3. Appeal.

Should any Proposer or supplier choose to appeal RIPTA's decision, such appeal must be in writing and received by RIPTA not less than seven (7) calendar days before the date of receipt of proposal. RIPTA has no obligation to consider appeals received less than seven (7) calendar days before the date of the receipt of proposal.

4. Withdrawal.

The Proposer or supplier may withdraw its appeal at any time before RIPTA issues a final decision. There shall be no further review of the appeal after the final decision is issued.

5. Notification.

Should RIPTA postpone the date of the receipt of proposal owing to the appeal, RIPTA shall notify all parties who are on record as having obtained a copy of the proposal solicitation documents that an appeal has been filed and that the date of the receipt of proposal shall be postponed until RIPTA has issued its final decision. RIPTA shall issue appropriate amendments postponing the re-scheduling date of the receipt of proposal.

Z. Equal Employment Opportunity.

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, handicap or national origin. Such actions shall include, but not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

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AA. Prohibited Interest.

No member, officer, or employee of RIPTA or of a local public body during his tenure or for one year thereafter shall have any interest, directly or indirectly, in this contract or the proceeds thereof.

BB. Interest of Members of Congress.

No member or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

CC. Contract Commencement Date.

The contract commencement date shall be the date of the signing of the Purchase Order or by Letter of Contract signed by an authorized RIPTA employee.

DD. Notice, Waiver and Applicable Law.

Notice given to Contractor and RIPTA shall be given to the parties in writing by certified mail at the respective addresses set forth herein. Waiver by RIPTA of a breach by Contractor of any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provision as well of future provisions hereunder, shall remain in full force and effect. The rights and duties of the parties hereto shall be determined by the laws of the State of Rhode Island, and to that end this agreement shall be considered and construed as a contract made an to be performed in the State of Rhode Island.

EE. Protest.

1. General.

Protests will be accepted from prospective proposers or Offerors whose direct economic interest would be affected by the award of a Contract or by failure to award a contract. The RIPTA Director of Purchasing will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. If the protest is oral and the matter cannot be otherwise resolved, written confirmation of the protest will be requested. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information:

- a. Name, address and telephone number of protester.
- b. Identification of the solicitation or Contract number.
- c. A detailed statement of the legal and factual grounds of protest, including copies of relevant documents
- d. A statement as to what relief is requested.
- e. Protest should be sent to:
Director of Procurement
RI Public Transit Authority
Room 217
705 Elmwood Avenue
Providence, RI 02907
- f. Protests must be filed with the RIPTA in accordance with our procedures and time requirements. The protest to RIPTA must be complete and contain all the issues that the protester believes relevant. RIPTA will respond to each substantive issue raised in the protest. Failure to include an issue in the protest eliminates that issue from further consideration. All protest decisions entered by

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RIPTA are final in accordance with FTA "Third Party Contract" Regulation.

- g. On occasion, when considered appropriate, an informal conference on the merits of the protest with all interested parties may be held.

FF. Protests Before Award

1. Solicitation Phase.

Protests concerning the solicitation must be submitted in writing five (5) working days prior to proposal opening or closing date for receipt of proposals. If the written protest is not received by the time specified, award may be made in the normal manner unless the Director of Purchasing, upon investigation, finds that remedial action is required. Oral protests not followed up by a written protest will be disregarded.

Notice of a protest and the basis therefore will be given to all potential proposers or Offerors.

2. Pre-Award Phase.

When a protest against the making of an award is received after receipt of proposals but prior to award, the Director of Purchasing may determine to withhold the award pending disposition of the protest. The proposers or proposers whose proposals might become eligible for award should be requested, before expiration of the time for acceptance of their proposals, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for re-advertising. RIPTA will provide a written response to each material issue raised in the written protest.

Where a written protest against the making of an award is received in the time specified, award will not be made prior to five (5) working days after resolution of the protest or, if a protest has been filed with FTA during the pendency of that protest, unless RIPTA determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make award promptly; or,
- c. Failure to make award will otherwise cause undue harm to RIPTA or the Federal Government.

If award is made, the Director of Procurement will document the file to explain the need for an award, and will give written notice of the decision to proceed with the award to the protester and, as appropriate, to others concerned.

GG. Protests After Award.

A protest received not later than 10 (ten) working days after award shall be reviewed by the Director of Purchasing. The Contractor will, in any event, be furnished with the notice of protest and the basis therefore. When it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to the Authority's interest, the Director of Purchasing should consider a mutual agreement with the Contractor to suspend performance on a no-cost basis.

HH. Source Selection and Contract Award

The contract shall be awarded with reasonable promptness by written notice to the responsive and responsible Proposer whose proposal will be

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evaluated using a best value approach. The ultimate selection of an offeror will be on the basis of overall best value to the Authority.

II. Title VI Assurances

Contractors and subcontractors will be required to comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C 2000d), and the Assurances by RIPTA pursuant thereto.

JJ. Energy Conservation Requirements:

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State of Rhode Island Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

KK. Program Fraud

1. 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. Department of Transportation regulations. "Program Fraud Civil Remedies" 49 C.F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration 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 make, 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.
2. 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 the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 5307 (n) (1) on the Contractor, to the extend the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

LL. No Government Obligation to Third Parties:

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

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contract) pertaining to any matter resulting from the underlying contract.

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

MM. Veteran's Employment

The Contractor shall ensure that contractors working this project shall give a hiring preference, to the extent practicable, to veterans (as defined in Section 2108 of title 5) who have the requisite skills and abilities to perform the work required under the contract. This 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.

V. GENERAL PROVISIONS

A. Definitions:

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

1. Authority

Authority means Rhode Island Public Transit Authority (RIPTA).

2. Contracting Manager

the person executing this Contract on behalf of the Authority, and his or her successor, and the term includes, except as otherwise provided in this Contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

3. Directed, Ordered, designated or prescribed

Wherever in the scope of the work the words directed, ordered, designated, prescribed, or words of like importance are used, it shall be understood that the direction, requirement, order, designation, or prescription of the Contracting Manager is intended and similarly the words approved, acceptable, satisfactory, or words of like importance shall mean approved by, or acceptable to, satisfactory to the Contracting Officer, unless expressly stated.

B. Changes:

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes within the general scope of this Contract. If any such changes causes an increase or decrease in the 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, the Contracting officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

The Contractor must assert its right to an adjustment under this article within 30 days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this article shall excuse the Contractor from proceeding with the contract as changed.

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C. Extras:

Except as otherwise provided in this Contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing in advance by the Contracting Officer.

D. Inspection:

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

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity within the requirements of this Contract, the Authority shall have the right either to reject them or require their correction. If any inspection or test is made by the Authority on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Authority inspectors in the performance of their duties.

All inspections and test by the Authority shall be performed in such a manner as not to unduly delay this work. The Authority reserves the right to charge to the Contractor any additional cost of Authority inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor 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 therefore. 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, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regard latent defects, fraud, or such gross mistakes as amount to fraud. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Authority during the performance of this Contract and for such longer period as may be specified elsewhere in this Contract.

E. Responsible:

Notwithstanding the requirements for any Authority inspection and test contained in Specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the Authority, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the Drawing, Specifications and Contract requirements.

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F. Title and Risk of Loss

Unless this Contract specifically provides for earlier passage of title, title to supplies covered by this Contract shall pass to the Authority upon formal acceptance. Unless this Contract specifically provides otherwise, risk of loss of or damage to supplies covered by this Contract shall remain with the Contractor, until acceptance by the Authority.

Notwithstanding the above, the risk of loss of or damage to supplies which so fail to conform to the Contract as to give a right of rejection shall remain with the Contractor until cure or acceptance, at which time the above shall apply.

G. Payments

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as specified. The failure to perform may result in partial or full suspension of payment and/or process payment. The Authority's payment terms are 60 days after approval of an invoice unless otherwise negotiated.

H. Stop Work Order

The Contracting Manager may, at any time, by written order to the Contractor, require the Contractor to stop all, or part of the work called for by this Contract. Any such order shall be specifically identified as a STOP WORK ORDER issued pursuant to this article. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

I. Disputes

1. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the General Manager. The decision of the General Manager or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this article, the Contractor shall be awarded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.
2. This **DISPUTES** article does not preclude consideration of questions of law in connection with decisions provided for in paragraph a. above. Nothing in this Contract, however, shall be construed as making the final decisions of the General Manger of his/her representative on a question of law.

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J. **Default**

1. The Authority may, subject to the provisions of paragraph b. below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - a. If the Contractor fails to make delivery of the supplies or to satisfactorily perform the services within the time specified herein or any extension thereof; or
 - b. If the Contractor fails to perform any of the other provisions of this Contractor, or so fails to make its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period of as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure

2. Default without the fault or negligence of the Contractor. Such causes may include, but are restricted to, acts of God or of the public enemy, acts of the Government in its sovereign capacity or the Authority in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

3. If the Contractor fails to deliver the supplies or satisfactorily perform the services within the time specified in this Contract, or any extension thereof, the actual damage to the Authority for the delay will be difficult or impossible to determine. Therefore in lieu of actual damages, the Contractor shall pay to the Authority as fixed, agreed and liquidated damages for each calendar day of delay, the amount set forth elsewhere in this Contract. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, and in such event, subject to this DISPUTES article, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgment the findings of fact justify an extension.

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

K. **Termination for Convenience of the Authority**

The performance of work under this Contract may be terminated by the Authority in accordance with this article in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Authority. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

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After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claims shall be submitted promptly by in no event later than one year from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

In the event of the failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid the Contractor by reason of the termination of work pursuant to this article, the Contracting Officer shall, subject to any review by the contracting agency's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him, the amount if any, due the Contractor by reason of the termination.

Costs claimed, agreed to , or determined pursuant to this paragraph shall be in accordance with the applicable with the applicable contract cost principles and procedures of the Federal Acquisition Regulations (48 CFR 31.1) in effect on the date of this Contract. The Contractor shall have the right to appeal, under the DISPUTES article of this Contract from any determination made by the Contracting Officer, except that, if the Contractor has failed to submit his claim within the time provided above and has failed t request extension of such time, he shall have no such right of appeal. Unless otherwise provided for in this Contract, or by applicable statue, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Authority at all reasonable times at the office of the Contractor but without direct charge to the Authority, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, micro photographs, or other authentic reproductions thereof.

L. Federal, State and Local Taxes

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and Local taxed and duties. The Authority upon the request of the Contractor shall, without further liability, furnish evidence appropriate to establish exemption from any Federal, State, or Local tax.

M. Walsh-Healey Public Contracts Act

If this contract is for the manufacture or furnishing of materials, supplies articles, or equipment in an amount which exceeds or may exceeds or exceed \$10,000 and is otherwise subject to the Walsh-Healey Public Contract Act, as amended (41 U.S.C. 34-35), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor,

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such representations of the Secretary of Labor which are now or may hereafter be in effect.

N. Officials Not to Benefit

No member, officer, or employee of the Authority during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

O. Covenant against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or in its discretion, to full amount of such commission, percentage, brokerage, or contingent fee.

P. Notice to the Authority of Labor Disputes

Whenever the Contractor has knowledge that any or potential labor disputes is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer. The Contractor agrees to insert the substance of this clause, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such 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 his next higher tier subcontractor, or the Contractor, as the case may be, of all relevant information with respect to such dispute.

Q. Patent Indemnity

1. If the amount of this Contract is in excess of \$10,000, the Contractor shall indemnify the Authority and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent arising out of the manufacture or delivery of supplies under this Contract.
2. In addition, if specifically requested by the Contracting Officer prior to execution of the Contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.

R. Use of Trade Names

Any trade names used in this document are merely used for a point of reference. The Authority will consider submission of approved equals on any or all products specified. Use of trade names by the Authority bears no actual or implicit approval for the violation of any current or pending patents or copyrights.

S. Rights in Technical Data

1. The Authority shall have the right to use, duplicate or disclose technical data, which includes computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so:
 - a. Any manuals, instructional materials prepared for installation, operation, maintenance or training purposes;

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- b. Technical data pertaining to end items, components or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("for, fit and function: data; e/g/ specification control drawing, catalog sheets, outline drawing; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software);
 - c. Other technical data which has been, or is normally furnished without restriction by the Contractor or subcontractor;
 - d. Other specifically described technical data, which the parties have agreed will be furnished without restriction.
2. The Authority shall have the right to use, duplicate, or disclose technical data other than that defined in paragraph a. in whole or in part, with the express limitation that such technical data shall not, without the written permission of the party furnishing such technical data, be
 - a. released or disclosed in part by the Authority for manufacture, or
 - b. used in whole or in part by the Authority for manufacture, or
 - c. used by a party other than the Authority except for emergency repair or overhaul work only, by or for the Authority where the item or process concerned is not otherwise reasonably available to enable timely performance of the work; provided, that the release or disclosure thereof outside the Authority shall be made subject to a prohibition against further use, release or disclosure.
3. Technical data provided in accordance with the provisions of paragraph b. shall be identified by a legend, which suitably recites the aforesaid limitation. Nothing herein shall impair the right of the Authority to use similar or identical data acquired from other sources.
4. The term technical data as used in this article means technical writing, computer software, sound recording, pictorial reproductions, drawings, or other representations and works of a technical nature, whether or not copyrighted, which are specified to be delivered pursuant to this Contract. The term does not include financial reports, cost analysis, and other information incidental to Contract administration. Computer software as used in this article means computer programs, computer databases, and documentation.
5. Material covered by copyright:
 - a. The Contractor agrees to and does hereby grant to the Authority, and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world

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for Authority purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all technical data now or hereafter covered by copyright.

- b. No such copyright matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for the Authority (or higher-tier contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.
6. Relation to patents: Nothing contained in this article shall imply a license to the Authority under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Authority under any patent.
7. Any dispute under this article shall be subject to the Disputes article of this contract

T. Audit and Inspection of Records

The Contractor shall maintain records, and the Contracting Officer, the State of Rhode Island, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under this Contract, have 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 transactions.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Contracting Officer, the State of Rhode Island, the U.S. Department of Transportation and the Comptroller General of the United States or any of their Duly authorized representatives shall, until the expiration of three years after final payment under the Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontract, for the purpose of making audit, examination, excerpts and transcription.

U. Gratuities

In connection with performance of work required under this Contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Contractor, or any agent, representative or other person deemed to be acting on behalf of the Contractor, or any supplier or subcontractor furnishing material to or performing work under this Contract, or agent, representative or other person deemed to be acting on behalf of such supplier or subcontractor, to any Director, Officer or employee of the Authority; or to any Director, employee or agent of any of the Authority's agents, consultants, representatives or other persons deemed to be acting for or on behalf of the Authority with a view toward securing a contract or securing favorable treatment with respect to the awarding to the awarding or amending, or the making of any determinations with respect to the performing of such contract is expressly forbidden. The

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terms of this GRATUITIES article shall be strictly construed and enforced in the event of violations hereto.

V. **Limitation on Withholding Payments**

If more than one article or schedule provision of this Contract authorized the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts so withheld at any one time shall not exceed the greatest amount which may be withheld under any one such article or schedule provision at that time; provided, that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours of employees;
2. Withholdings not specifically provided for by this Contract; and
3. The recovery of overpayment.

W. **New Material**

The Contractor represents that the supplies and components to be provided under this Contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

X. **Order of Precedence**

In the event of an inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. The Proposal Schedule;
2. Special Conditions;
3. General Provisions;
4. The other provisions of the Contract, whether incorporated by reference or otherwise;
5. The Specifications; and
6. Drawings.

Y. **Correction of Deficiencies**

1. Definitions:

As used in this article:

- a. Deficiency means any condition or characteristics in any supplies (which term shall include related technical data) or services furnished hereunder, which is not in compliance with the requirements of this Contract.
- b. Correction means any and all actions necessary to eliminate any and all deficiencies.
- c. Supplies mean the end item(s) furnished by the Contractor and related services required under this Contract.

2. General:

- a. The rights and remedies of the Authority shall not be affected in any way by any other provisions under this Contract concerning the conclusiveness of inspection and acceptance.
- b. The Contractor shall not be responsible under this article for the correction of deficiencies caused by the Authority. These shall be no extension in time for performance; no increase in contract price for the correction of deficiencies that are the responsibility of the Contractor, his suppliers, and/or subcontractors.

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3. **Deficiencies in accepted supplies or services:**
If the Contracting Officer determines that a deficiency exists in any of the supplies or services accepted by the Authority under this Contract, he shall promptly notify the Contractor of the deficiency, in writing, within 30 days. Upon timely notification of the existence of such a deficiency, or if the Contractor independently discovers a deficiency in accepted supplies or services, the Contractor shall promptly submit to the Contracting Officer his recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.
4. **Correction of Deficiencies by Contractor:**
The Contractor shall promptly comply with any timely written direction by the Contracting Officer to correct or partially correct a deficiency, at no increase in the Contract price. The Contractor shall also prepare and furnish to the Authority data and reports applicable to any correction required under this article (including revision and updating of all other affected data called for under this Contract) at no increase in the Contract price.
5. **Deficiencies in supplies or services not yet accepted:**
If the Contractor becomes aware at any time before acceptance by the Authority (whether before or after tender to the Authority) that a deficiency exists in any supplies or services, he shall promptly correct the deficiency or, if he elects to invoke the procedures in paragraph c. above he shall promptly communicate information concerning the deficiency to the Contracting Officer, in writing, together with his detailed recommendation for corrective action.
6. **Extensions or Delays**
In no event shall the Authority be responsible for extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct deficiencies, nor shall there be any adjustment of delivery schedule or period of performance as a result of corrections of deficiencies, except as may be agreed to by the Authority in a supplemental agreement with adequate consideration.
7. **Contract Price**
It is hereby specifically recognized and agreed by the parties hereto that this article shall not be construed as obligating the Authority to increase the Contract price of this Contract.
8. **Failure to correct:**
If the Contractor fails or refuses to promptly rectify the deficiency the Contracting Officer shall give the Contractor written notice specifying the failure or refusal and setting a period after receipt of the notice within which it must be cured. If the failure or refusal is not cured within the specified period, the Contracting Officer may, by contract or otherwise, as required:
 - a. Obtain detailed recommendations for corrective action;
 - b. Correct the supplies or services, or
 - c. Replace the supplies or services; and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of nonconforming supplies for the

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Contractor's account in a reasonable manner, in which case the Authority is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expenses of case and disposition, as well as for excess costs incurred or to be incurred; and

- d. Obtain applicable data and reports; and charge to the Contractor the cost occasioned the Authority thereby.
- e. Impose Liquidated Damages in accordance the terms of this document
- f. Terminate the contract. Termination of contract by RIPTA does not relieve the contractor of any liquidated damages imposed by the Authority.

Z. **Assignment**

- 1. The Contractor shall not transfer the rights and obligations of the Contract to third parties without the prior written approval of the Authority's Contracting Officer. After review of facts and circumstances without exception the assignment shall not be approved unless the surety, in writing, agrees to that assignment and accepts the assignee as the Contractor and principal on the payment and/or performance bonds.
- 2. If this Contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, any may thereafter by further assigned and reassigned to any institution. (Notice of such assignment shall be made to the Authority.) Any such assignment or reassignment shall cover all amounts payable under this Contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. It is the Authority's intent to recognize only bona fide lending institutions, therefore, assignment to any private corporation, business or individual, which does not qualify as such, is specifically prohibited.
- 3. Any attempt to transfer by assignment not authorized by this article shall constitute a breach of the Contract and the Authority may for such cause terminate the right of the Contractor to proceed as provided in the DEFAULT article of these General Provisions, and the Contractor and his sureties shall be liable to the Authority for any excess costs incurred by the Authority.
- 4. The Rhode Island Public Transit Authority may assign some or all of its rights to purchase the items specified in this contract to one or more third parties, provided, however, that nay such assignment shall not relieve RIPTA of its obligations under this contract unless otherwise agreed to by Contractor in writing.

AA. **Certificates of Current Cost or Pricing Data**

The Contractor shall provide a Certificate of Current Cost or Pricing Data as required in Subpart 15.804 of the Federal Acquisition Regulations (48 CFR 15.804) in support of any negotiated contract expected to exceed \$100,000 any modification to a formally advertised or negotiated contract

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on which the aggregate of the increase and decrease in cost are expected to exceed \$100,000; the Contracting Officer at his discretion may request cost or pricing data for modifications on which cost are \$100,000 or less and an attendant certificate of current cost or pricing data.

BB. Cargo Preference

Use of United States Flag Vessels

Pursuant to Pub. L 664 (56 U.S.C. 1241 (b)):

"Cargo Preference-Use of United States-Flag Vessels

The Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk 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 for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Grantee (through the prime Contractor in the care of subcontractor bills-of lading) and to the Division of National Cargo, Officer of Market Development, Maritime Administration, Washington, D.C. 20230, marked with appropriate identification of the Project.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

CC. Buy America Act

The Contractor agrees to comply with 49 U.S.C. §533(j), and its implementing regulations at 49 C.F.R. Part 661, any amendments thereto, and any implementing guidelines issued by FTA.

DD. Equal Opportunity

1. Race, Color, Creed, National Origin, Sex.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The contract agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

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Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29, U.S.C. § 623 and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities

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

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

EE. Nondiscrimination under Federal Grants

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

FF. Rights in Data and Copyrights-FTA (June 1996)

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Example include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Project administration.

When the Federal Transit Administration (FTA) provides financial assistance for a planning, research, development, or a demonstration

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project, it is FTA's general intention to increase mass transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, the Contractor agrees that FTA may make available to any FTA recipient, subrecipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data derived under this contract or a copy of the subject data as defined in subsection a. of this clause and shall be delivered as the Government may direct. Unless prohibited by state law, the Contractor agrees to indemnify, save, and hold harmless RIPTA and the Government, their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract. The Contractor shall not be required to indemnify RIPTA and the Government for any such liability arising out of the wrongful acts of employees or agents of RIPTA and the Government.

GG. Davis-Bacon Act

40 USC &167; 276a -276a-5 (1998) 29 CFR § 5 (1999)

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one

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classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - i. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - ii. The classification is utilized in the area by the construction industry; and
 - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - iv. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- c. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of

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- the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - f. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - g. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
 - h. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - ii. The classification is utilized in the area by the construction industry; and
 - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - i. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division,

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Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- j. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- k. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

2. **Withholding**

The Rhode Island Public Transit 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the Rhode Island Public Transit Authority may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. **Payrolls and basic records**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the

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Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.
 - i. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Rhode Island Public Transit Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
 - ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

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(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- d. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

- a. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been

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certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage

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of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. **Compliance with Copeland Act requirements**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts**

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

7. **Contract termination: debarment**

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

8. **Compliance with Davis-Bacon and Related Act requirements**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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9. **Disputes concerning labor standards**
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

HH. Contract Work Hours and Safety Standards Act

40 U.S.C. 327-333 (1995) 29C.F.R. 5 (1995) 29 C.F.R. 1926 (1995)

1. **Overtime requirements**
No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such to work in excess of forty hours in such workweek unless such laborers or mechanics receive compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability unpaid wages; liquidated damages**
In the event of any violation of the clauses set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 clauses set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clauses set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages; liquidated damages**
The Rhode Island Public Transit 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

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contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clauses set forth in paragraph (2) of this section.

4. **Subcontracts**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section. (Section 102 nonconstruction contracts should also have the following provision:)

5. **Payrolls and basic records**

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the names, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Beacon Act), daily and weekly number of hours worked, deductions. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic included the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Beacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

6. **Contract Work Hours and Safety Standards Act**

The contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

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7. Subcontracts

The Contractor also agrees to include the requirements of the section in each. The term “subcontract” under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a “subcontractor” under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction is a “subcontractor” if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may said to be construction activity. If goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a “subcontractor.” The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

II. Seismic Safety Requirements

42 U.S.C. 7701 et seq. 49 CFR Part 41

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 CFR 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.

JJ. Energy Conservation Requirements

42 U.S.C. 6321 et seq. 49 CFR Part 18

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

KK. Clean Air

42 U.S.C. 7401 et Seq 40 CFR 15.61 49 CFR Part 18

- 1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et Seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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LL. Clean Water

- 1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et Seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2 The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

MM. 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 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

NN. Fly America Requirements

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

OO. National Intelligent Transportation Systems Architecture and Standards

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and other Federal requirements that may be issued

PP. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (9) dated October, 2002) between Purchaser and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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QQ. Incorporation of Federal Transit Administration (FTA) Terms
The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

RR. Force Majeure
Neither Party shall be liable to the other Party for failure of or delay in performance of any obligation under this Agreement, directly or indirectly, owing to war, acts of terrorism, acts of God, embargoes, riots, strike and other events beyond its reasonable control, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. In the event that such failure or delay occurs, the affected Party shall notify the other Party of the occurrence thereof as soon as possible and the Parties shall discuss the best way to resolve the event of force majeure.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. “

SS. Governing Law
The Contract shall be interpreted under and its performance governed by the laws of the State of Rhode Island.”

TT. Indemnification
Proposers shall indemnify and hold harmless, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority from all liability, and said indemnification shall cover and include any and all aspects of liability arising from any lawsuit pertaining to the execution of this contract.

UU. Policy Concerning Federal and Stated False Claim Laws
As required by 42 U.S.C. §1396a(a)(68), the Rhode Island Public Transit Authority (“RIPTA”) publishes the following information to all employees, contractors and agents about federal and state False Claims laws and RIPTA’s policies to detect and prevent fraud, waste and abuse.

1. Prohibitions Against False Claims
Federal False Claims Act

The federal False Claims Act, among other things, applies to the submission of claims for payment by Medicare, Medicaid and

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other federal and state programs. The False Claims Act is the federal government's primary civil remedy for improper or fraudulent claims. It applies to all federal programs, including welfare and health care benefits.

2. **Prohibitions of the Federal False Claims Act**

The False Claims Act prohibits, among other things:

- a knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval;
- b knowingly making or using, or causing to be made or used, a false record or statement in order to have a false or fraudulent claim paid or approved by the government;
- c conspiring to defraud the government by getting a false or fraudulent claim allowed or paid; and
- d knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

"Knowingly" means that a person, with respect to information: (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information, and no proof of specific intent to defraud is required.

3. **Enforcement**

The United States Attorney General may bring civil actions for violations of the False Claims Act. As with most other civil actions, the government must establish its case by presenting only a preponderance of the evidence rather than by meeting the higher burden of proof that applies in criminal cases.

The False Claims Act allows private individuals to bring "qui tam" actions for violations of the Act.

VV. American with Disabilities Act

All products, equipment or construction provided in accordance with this contract shall comply with the current version of the Americans with Disabilities Act of 1990 - 42 U.S.C. 12101, et seq. at the time of the solicitation.

WW. Expense Reimbursement Professional Services Contracts

The following methods of Reimbursement of Expenses directly related to the performance of this contract shall be utilized. Any expenses incurred must be approved in writing by the RIPTA Project Manager before they occur. The vendor is responsible to submit sufficient documentation to allow the Authority to verify the expenses.

1. **Automobile mileage**

Travel mileage will be reimbursed at the rate approved by the Internal Revenue Service at the time the travel is incurred.

2. **Per Diem Expenses**

Meals will be reimbursed at the rates established by the General Services administration for the City of Providence or Newport, which is applicable to the RIPTA Project. The applicable Per Diem rates can be found at the following website: www.gsa.gov.

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A copy of the print out of the GSA website documenting the applicable per diem rate must be attached to the invoice.

3. Lodging

Lodging will be reimbursed at the rates established by the General Services administration for the City of Providence or Newport, which is applicable to the RIPTA Project. The applicable Per Diem rates can be found at the following website: www.gsa.gov . A copy of the print out of the GSA website documenting the applicable per diem rate must be attached to the invoice

4. Miscellaneous Expenses

Materials used in conjunctions with this contract shall be provided at cost plus the following (applicable) fee for Overhead, Pickup and Delivery. No additional charges will be acceptable

<u>Material Cost</u>	<u>Overhead Fee</u>
\$0-500	No Fee
\$501-750	\$75.00
\$751-1000	\$100.00
\$1001-1500	\$125.00
\$1501-\$2500	\$180.00
\$2501-5000	\$300.00
\$5001-7500	\$450.00
Over 7501.	\$525.00

Copies of Receipts must be submitted to verify Miscellaneous Expenses

5. Estimated Expenses

Proposers are required to submit an accurate list of projected expenses that may be necessary to properly execute the Scope of Services of this Contract. This must be submitted with the Proposal submittal.

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VI. REQUEST FOR APPROVED EQUAL FORM

**This form must be submitted electronically IN MICROSOFT WORD
FORMAT TO RIPTA CONTRACTS MANAGER**

REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: _____

Ref: RFP NO. 14-20

Project No. _____

To: Rhode Island Public Transit Authority

From: _____

Page & Reference: _____

Request Description

Use Additional Sheet If More Space Is Required

Accepted: _____

Rejected: _____

See Addendum # _____

Explanation: _____

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VII. REQUIRED PROPOSAL SUBMISSIONS

The following items marked with an "X" must be submitted with Response
Failure to submit forms may result in Proposal being deemed non-responsive

Required Company Information Form <u>Must be completed by Prime and All Subcontractors</u>	<u> X </u>
Solicitation	<u> X </u>
Offer	<u> X </u>
Statement of Eligibility	<u> X </u>
Affidavit of Non-Collusion	<u> X </u>
Certification of Restrictions on Lobbying	<u> X </u>
Buy America Certificate FORM MUST BE SUBMITTED WITH PROPOSAL, IF CHECKED, OR PROPOSAL WILL BE CONSIDERED NON RESPONSIVE	<u> X </u>
Disadvantaged Business Enterprise	<u> X </u>
General Contract Compliance Certificate Agreement (EEO)	<u> X </u>
Certification of Primary Participant Debarment	<u> X </u>
Certification of a Subcontractor (Debarment) Each Subcontractor and potential subcontractor must fill in and sign	<u> X </u>
Non-Resident Contractor (if applicable)	<u> </u>
<u>Davis Bacon Act Compliance</u>	
Applicable Type: (X) Building () Highway	
Wage Determination Number: <u>RI130001 08/30/2013 MOD 15</u>	
Drug & Alcohol Testing	<u> </u>
Proposal Guarantee (Surety)	<u> </u>

The following items marked with an "X" must be submitted AFTER AWARD of the Contract

Performance and Payment Bonds	<u> X </u>
Certificate of Insurance- (as required in Section XX and the Scope of Work)	<u> X </u>

NOTE:

ITEMS WITHOUT AN "X" AND THEIR RESPECTIVE TERMS AND CONDITIONS ARE NOT REQUIRED IN THIS PROPOSAL

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VIII. SOLICITATION FORM

COMPANY NAME _____

PROPOSAL NO. OR PROJECT NO. 14-20

DESCRIPTION Paratransit and Flex Vans

A. PROPOSAL REQUIREMENTS

Sealed proposals in original and Five copy(ies) will be received at the offices of the Rhode Island Public Transit Authority, 705 Elmwood Avenue Providence, Rhode Island 02907, at the proposal date and hour set forth on the Request for Proposal or anytime prior to the date and hour. Late proposals will not be accepted.

B. CONTRACT DOCUMENTS

By executing the offer form enclosed herewith, the proposer agrees to provide all services set forth on the specifications attached hereto upon the terms and conditions set forth in paragraphs A, B, C and D.

C. PAYMENT SCHEDULE

Payment will not be made until receipt and installation of merchandise is accepted by the Transit Authority.

D. COST FOR SERVICE

Please complete necessary cost information as outlined in the Proposal Scope of Work.

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IX. OFFER FORM

Proposer understands that any condition other than stated in the specifications, clarification made to the above, or information submitted on or with this form, other than that requested, may render the proposal non-responsive.

By execution below, proposer hereby offers to furnish services in accordance with the contract documents that are a part of the specifications, and agrees to fully comply with the contract documents.

PROPOSAL NO 14-20

PROPOSER _____

EMPLOYER IDENTIFICATION NO. _____

NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TYPE OF BUSINESS ENTITY: (Please check one)

Sole Proprietor _____

Partnership _____

Corporation _____

PROPOSER'S CONTRACTING OFFICER

Name (*Please Print*)

Authorized Signature

Title

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X. STATEMENT OF ELIGIBILITY FORM

The _____ hereby certifies that he/she
(Name of Proposer)

is/is not (underscore one) included on the Comptroller General's Lists of Persons or Firms Currently Barred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

Name of Firm

Address

City, State, Zip

Signature of Authorized Person

Date Authorized

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XI. AFFIDAVIT OF NON-COLLUSION FORM

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

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

Name

Address

City, State, Zip

Signature of Authorized Official

Date Authorized

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public

My commission expires _____

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XII. CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

I, _____, hereby certify on
(Name/title of Proposer Authorized Official)

behalf of: _____ that:
(Name of Proposer)

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

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

Executed this _____ day of _____, 20_____.

By _____
(Signature of Authorized Official)

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XIII. BUY AMERICA CERTIFICATION REQUIREMENTS !
FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

49 U.S.C. 5323(j) and 49 CFR 661 provide that no Federal funds may not be obligated for mass transportation projects unless steel and manufactured products used in these projects are produced in the United States.

If steel or manufactured products are being procured, the appropriate certificate as set forth below shall be completed and submitted by each proposer.

Certificate of Compliance-The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323 (j)(1) and the Applicable regulations on 49 CFR Part 661.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

Certification of Non-Compliance-The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j)(1).

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL OR
PROPOSAL WILL BE CONSIDERED TO BE NON-RESPONSIVE.

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XIV. BUY AMERICA CERTIFICATION REQUIREMENTS II
OF PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND
ASSOCIATED EQUIPMENT

49 U.S.C. 5323 (j) and 49 CFR 661 provide that no Federal funds be obligated for procurement of buses, other rolling stock and associated equipment unless the following conditions are met:

1. The cost of components which are produced in the United States is more than 60 per centum (60%) of the cost of all components of the vehicle or equipment described in this paragraph; and
2. Final assembly of the vehicle or equipment described in this paragraph has taken place in the United States.

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

Certificate of Compliance-The proposer hereby certifies that it **will comply** with the requirements of the 49 U.S.C. 5323 (j)(2)(c) and CFR Part 661.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

Certificate of non-Compliance-The proposer hereby certifies that it **cannot comply** with the requirements of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL OR
PROPOSAL WILL BE CONSIDERED TO BE NON-RESPONSIVE.

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XV. BUY AMERICA PRE-AWARD AND POST-DELIVERY AUDITS:

A. Prior to Contract award,

The apparent successful offeror shall provide to the Authority's auditors the cost of the components and subcomponents to be used in the manufacturing of the rolling stock, their country of origin, the location of final assembly, the activities that will take place at the location and pertinent supporting documentation for the purpose of RIPTA performing the cited Pre-Award Audit of Buy-America requirements.

B. After delivery and acceptance of the vehicles,

The Contractor shall provide to the Authority's auditors the cost of the components and subcomponents used in the manufacture of the rolling stock, their country of origin, the location of final assembly, the activities that took place at the location and pertinent supporting documentation to enable RIPTA to perform the cited Post-Delivery Audit of Buy America Requirements.

C. Authority Review

The contractor shall facilitate the reviews by the Authority's auditors by providing the supporting documentation for the above information in a timely fashion.

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XVI. DISADVANTAGED BUSINESS ENTERPRISES PROGRAM

Proposers are strongly encouraged to have Disadvantage Business Enterprise Participation/Small Business, regardless of the DBE Goal in this Proposal.

Disadvantaged Business Enterprise (DBE) Special Provisions

A firm's DBE Participation and/or demonstration of a "Good Faith Effort" will be considered when reviewing submittals for responsiveness. This will be considered when evaluating Proposal Responses

A. Policy

1. It is the policy of Department of Transportation (DOT) that the DBE requirements in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26, as amended apply to this agreement.
2. DBE Obligation – RIPTA or its contractor agrees to ensure that DBE's as designed in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, RIPTA or its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. RIPTA and its contractors shall not discriminate on the basis of race, color, religion, national origin, age or sex in the award and performance of DOT assisted contracts.
3. Contractor Obligation – Contractors and subcontractors failing to carry out the requirement set forth in 1 and 2 above, shall constitute a breach of contract and, after the notification to the Department (DOT), may result in termination of the agreement or contract by RIPTA or such remedy as RIPTA deems appropriate.

B. DBE Utilization

1. DBE Utilization

The Contractor agrees to provide for full and fair utilization of Disadvantaged Business Enterprises (DBEs) by complying with the requirements of this clause. Included in these requirements is the achievement of the stated goal for the utilization of DBEs in the performance of work under this contract. Nothing in this clause shall be construed to require the utilization of any DBEs, which is either not qualified or unavailable. . **All DBEs submitted must be certified by the State of Rhode Island at the time of proposal submittal. A copy of the DBE Certification Letter from the State of Rhode Island Office of Civil Rights must accompany the proposal submittal**

2. Utilization Goal

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For the purpose of this contract, the goal for utilization of DBEs shall be as follows: Not Applicable DBE percent of the Contract Dollar Amount.

C. Definitions.

The terms used in these special provisions shall be defined as follows:

1. **Joint Venture**
an association of two or more persons to carry out a single business enterprise for profit, for which purpose they combine their property, money, efforts, skills and knowledge.
2. **Disadvantaged Business**
means a small business concern in which is, at least, 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically, disadvantaged individuals who own it.
3. **Small Business Concern**
a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
4. **Socially and Economically Disadvantaged Individuals**
means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities of individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act, RIPTA shall make a rebuttal presumption the individuals in the following groups are socially and economically disadvantaged. RIPTA may also determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged:
 - a. **Black Americans**, which includes persons having origins in any of the Black racial groups of Africa;
 - b. **Hispanic Americans**, which includes persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish culture or Portuguese culture, regardless of race;
 - c. **Native Americans**, which includes persons who are American Indian, Eskimo, Aleuts, or Native Hawaiians;
 - d. **Asian-Pacific Americans**, which includes persons whose origins are Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and
 - e. **Asian-Indian Americans**, which includes persons whose origins are from India, Pakistan, and Bangladesh.
 - f. **Disadvantaged Business Enterprise (DBE) Liaison Officer** – the individual designated by the Authority to monitor compliance with these Special Provisions and to assist in their implementation.
 - g. **Proposer** – any individual, partnership, joint venture, corporation or firm submitting a proposal for the contract.

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5. Recognition of DBE Commitment

Each proposer shall recognize RIPTA's commitment to insure that DBE's be afforded full opportunity to participate in contracts awarded by RIPTA and will not be discriminated against on the grounds of race, religion, color, national origin, handicap, age or sex.

6. Submissions

all proposers shall submit the following information with the proposal by using the Schedule of DBE Participation (Attachment A);

1. The Name and address of each DBE firm that will participate in the contract;
2. A description of the work each named DBE firm will perform; and
3. The dollar amount of participation by each named DBE firm.

The Authority encourages firms located in the United States that are currently certified as DBEs and SBAs by Federal, State and Local agencies to apply for certification in the State of Rhode Island.

If a minority business would like to be certified by the State of Rhode Island contact: Mr. Charles Newton, Department of Administration, 1 Capital Hill, Providence, Rhode Island, 02908, Telephone (401) 222-6253.

If the apparent successful competitor's submissions does not satisfy the goal, RIPTA shall determine whether the apparent successful competitor has made good faith efforts to obtain DBE participation in accordance with the guidelines stated in Paragraph F, Sub-paragraph 1, below.

Unsuccessful efforts in gaining DBE participation must be documented on the "DBE Unavailability Certification" attached hereto as Attachment D. Meeting the DBE contract goals or making good faith efforts to meet the goals is a condition of receiving a Federal Transit Administration assisted contract for which contract goals have been established by RIPTA.

The legitimacy of each DBE or disadvantaged-majority joint venture shall be determined by RIPTA, based on the information submitted in the affidavits attached hereto as Attachments C and D. RIPTA will require all prime contractors to make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another DBE. RIPTA shall approve all substitutions of subcontractors **before** award of contract and **during** contract performance, in order that substitute firms are eligible DBE's.

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7. Procedure Prior to Contact Award

a. Guidance Concerning Good Faith Efforts to Meet DBE Contract Goals.

RIPTA may decide that a competitor that has failed to meet DBE contract goals may receive the contract upon determining that the efforts the competitor made to obtain DBE participation were “good faith efforts” to meet the goal. RIPTA shall not consider efforts that are merely pro forma to be good faith efforts to meet the goals, even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of DBE participation sufficient to meet the goals. In order to award a contract to a competitor that has failed to meet DBE contract goals, RIPTA must determine that the competitor’s efforts were those that, given all relevant circumstances, a competitor, actively and aggressively seeking to meet the goals would make.

Following is a list of the kinds of efforts RIPTA may consider. The list is not exclusive or exhaustive and in appropriate cases RIPTA shall consider other relevant factors or types of efforts. RIPTA shall consider not only the different kinds of efforts the contractor has made, but also the quantity and intensity of those efforts. All information must be in writing and copies of all ads, written notices, follow-up letters and/or all other correspondence must be presented whenever a waiver is asked for.

RIPTA will consider the following efforts:

- i. whether the contractor attended any pre-solicitation or pre-proposal meetings that were scheduled by RIPTA to inform DBEs of contracting opportunities;
- ii. whether the contractor advertised in general circulation, trade association, and disadvantaged focus media concerning the sub-contracting opportunities;
- iii. whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited in sufficient time to allow the DBEs to participate effectively;
- iv. whether the contractor followed up initial solicitation of interest by contracting DBEs to determine with certainty whether the DBEs were interested;
- v. whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation;
- vi. whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;

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- vii. whether the contractor negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
- viii. whether the contractor made efforts to assist interested DBEs in obtaining bonding lines of credit, or insurance required by RIPTA or contractor; and
- ix. whether the contractor effectively used the services of available disadvantaged community organizations, disadvantaged contractor's groups, Local, State and Federal disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and place of DBEs.

8. Proposal, Execution & Compliance with Subcontracts

Prior to the execution of a contract between RIPTA and the successful proposer, the proposer shall present, for RIPTA's approval, DBE subcontracts corresponding in all respects to the proposed agreements. Upon approval by RIPTA, the successful proposer shall enter into each such approved DBE sub-contract and shall thereafter neither terminate such DBE nor reduce the scope of the work to be performed by, or decrease the price to be paid to, the DBE and the disadvantaged non-disadvantaged joint venture thereunder without in each instance the prior written approval of RIPTA.

9. Substitution of Subcontractors

RIPTA shall review for its approval all substitutions of subcontractors in order to determine if the percentage goal will be decreased by substitution of a disadvantaged contract/supplier with a non-disadvantaged contractor/supplier.

Where RIPTA has approved termination of a sub-contract held by an DBE or disadvantaged non-disadvantaged joint venture, the successful proposer shall make every reasonable effort to propose and enter into an alternative sub-contract or subcontracts for the same work to be performed by another qualified DBE for a contract price or prices totaling not less than the contract price of the terminated sub-contract. Satisfactory evidence of reasonable efforts shall be timely furnished by RIPTA.

10. Program Compliance

At all times, discrimination on the basis of race, color, religion, national origin, handicap, age or sex will not be tolerated. RIPTA will monitor the schedule for participation by disadvantaged contractors in an effort to isolate those prime contractors who do not adhere to the non-discriminatory policies of RIPTA. If such contractor fails to respond to counseling with respect to the disposition of subcontracts pertaining to RIPTA funds, RIPTA reserves the right to terminate the contract and to consider future proposals of such contractor to be non-responsive in the absence of written assurance from it of the full opportunity for DBEs to participate in its awards of subcontracts, together with the follow-up to verify such participation.

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11. Maintenance of Records

All records relating to the contract shall be maintained by the contractor for a period of three (3) years after project completion.

12. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

13. Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Rhode Island Public Transit Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above reference time frame may occur only for good cause following written approval of the Rhode Island Public Transit Authority. This clause applies to both DBE and non-DBE subcontractors. RIPTA reserves the right to hold payments to the Contractor if payments verification logs are not submitted within 30 days of payments. Failure to submit payments to DBE subcontractors within 30 days will result in action by RIPTA up to and including disqualification from any future RIPTA Procurements.

14. Monitoring Payments to DBEs

RIPTA requires that prime contractors to maintain records and documents of payments to DBEs following the completion of the contract. These records will be made available for inspection upon request by any authorized representative of RIPTA or United States Department of Transportation. This requirement also extends to any DBE Subcontractor. Reports of payments to DBE Subcontractors shall be provided to the RIPTA DBE Liaison Officer on a monthly basis. Failure to submit these reports on a timely basis may result in delay of payments.

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XVII. DISADVANTAGED BUSINESS ENTERPRISE REQUIRED FORMS

Attachment A: Schedule of DBE Participation

Submitted if DBE firm or firms will be participating in the Proposal.

Attachment B: DBE Application Agreement

Submitted if DBE firm or firms will be participating in the Proposal.

Attachment C: Letter of Intent to Perform as a Subcontractor

Submitted if DBE firm or firms will be participating in the Proposal

Attachment D: DBE Unavailability Summary Sheet

Submitted if DBE firm or firms you have contacted cannot participate.

This form is used to document good faith effort. This form only needs to be completed when there is a DBE Participation Goal.

Attachment E: Narrative Explanation for Lack of DBE Participation

Submitted by the Prime Contractor to explain lack of DBE/SBA participation.

Attachment F: Documentation of DBE Utilization

To be filled in by the DBE firm and the prime contractor once the DBE Subcontractor has been paid.

Please Note: Final payment to the Prime Contractor will be held until this form or forms are received for each DBE Subcontractor.

DBE FIRMS PROPOSING AS A PRIME CONTRACTOR: the following forms must be filled in, signed and submitted with the Proposal

Attachment A, Attachment B

Please state, on these forms, that you are proposing as a prime contractor.

CERTIFICATION LETTER OR NOTIFICATION MUST BE INCLUDED FOR EACH DBE FROM THE STATE OF RHODE ISLAND.

Please record by letter (using the list below) under the DBE Category Column found on Attachment A: Schedule of DBE Participation Form on the following page

- a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
- b. "Hispanic Americans", which includes persons of Mexicans, Puerto Rican, Cuban, Central or South America, or other Spanish culture or Portuguese or origin, regardless of race;
- c. "Native Americans", which include persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians;
- d. "Asia-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- e. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- f. any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act.

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SCHEDULE OF DBE PARTICIPATION

A. Attachment A

Company Name: _____

Project Number: 14-20 Project: Paratransit and Flex Vans

*Please provide copy of DBE Certification Letter for each DBE firm listed from the Rhode Island Office of Civil Rights. **DBE Vendors must be certified in the State of Rhode Island at the time of Proposal Submittal to be considered. A full, up to date list of Rhode Island DBEs can be obtained at the following website: www.mbe.ri.gov/**

DBE Firm Name	DBE Firm Address	DBE Category	Phone Number	Contact Name	Work to be Performed	Estimated Value Dollars	Estimated Value Percent of Proposal

The undersigned will enter into a formal agreement with Disadvantaged Business Enterprise firms for work listed in this schedule conditioned upon execution of a contract with the Rhode Island Public Transit Authority.

Authorized Signature of Proposer Official _____

Each DBE Firm listed in the Section must also complete the Required Company Information Form and the Certification of Subcontractor Form (Page 74)*Use additional forms as needed.

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LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

C. Attachment C

To: _____
(Name of Prime or General Proposer)

The undersigned intends to perform work in connection with the above project as (check one):

- | | |
|--|--|
| <input type="checkbox"/> an individual | <input type="checkbox"/> a corporation |
| <input type="checkbox"/> a partnership | <input type="checkbox"/> a joint venture |

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed).

for the following compensation: _____

(Name of DBE Contractor)

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DBE GOOD FAITH EFFORT SUMMARY SHEET

D. Attachment D.

RIPTA requires a listing of DBE firms contacted; but not able to perform work. Use additional pages as needed. The DBE Goal for this project is Not Applicable percent. . **A full, up to date list of Rhode Island DBEs can be obtained at the following website: www.mbe.ri.gov/**

DBE Firm Name	DBE Firm Address	DBE Category	Phone Number Email Address	Contact Name	Reason Unable to Perform Work

Project Name: Paratransit and Flex Vans

Project Number: 14-20

Form completed by: _____

Date: _____

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XVIII. PERFORMANCE AND PAYMENT BOND INFORMATION

The selected Proposer shall furnish, within twenty (20) calendar days (if required) after the date of notice of award of contract by RIPTA, Performance and Payment Bonds in the amount of 100% of the proposal amount covering the faithful performance of the contract.

The Performance Bond is to be secured through an insurance company or companies which is licensed in the State of Rhode Island or which is approved by the Authority.

The Bond will remain in effect throughout the warranty period.

XIX. PROPOSAL GUARANTEE (SURETY)

A Proposal Guarantee (if required) shall be submitted with the proposal response. This guarantee shall be equivalent to five (5) percent of the proposal price. The "proposal guaranty shall consist of a firm commitment such a bid bond, certified check, or other negotiable instrument accompanying a proposal as assurance that the proposer will, upon will, upon acceptance of its proposer, execute such contractual documents as may be required within twenty (20) calendar days after the date of notice of award of contract by RIPTA.

XX. REQUIRED INSURANCE

The Bidder will be required to secure and maintain the following insurance coverages:

A. Minimum limits

1. Commercial comprehensive general liability insurance, with limits of \$3,000,000.00 per accident and \$5,000,000.00 aggregate.
1. Workers' Compensation Coverage in accordance with RI Statutory requirements.
2. The Rhode Island Public Transit Authority shall be named as additional insured under said policies.
3. Automotive Liability Insurance
 - \$1,000,000.00 per accident and \$3,000,000.00 aggregate: bodily injury.
 - \$1,000,000.00 property damage

B. Certificate Requirements

1. Each bidder must provide RIPTA a Certificate of Insurance upon award of the contract. Coverage indicated on certificate must be kept in effect at all times during the contract period
1. The General Liability Coverage shall include Contractual Liability and Completed Operations Coverages. The

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- General Liability coverage, certificates must name: RIPTA and its respective directors, officers, employees, and affiliates as additional insureds. Reference should be made to project or job number and location.
2. A Waiver of Subrogation in favor of RIPTA must apply to the General Liability, Employers Liability, and Excess Liability / Umbrella policies.
 3. Automobile Liability must cover any owned, rented, hired or borrowed vehicles.
 4. The Excess or Umbrella coverage must provide the required Liability limit over the General Liability, Automobile Liability, Employers Liability s, Professional Liability and Environmental Liability policies (if required).
 5. If bidder is to use any subcontractor during the course of the project, the subcontractor must maintain the same limits and terms as the bidder. Certificates of Insurance for subcontractors must be provided to RIPTA with the Bidder's Submittal after award of the Contract.
 6. All certificates of insurance must indicate the carrier policy cancellation terms.
 7. All bidders must utilize insurance companies with a "Best" Rating of no less than A-, Size VIII.

C. Special Coverages

- 1 Contractor must maintain Environmental Pollution coverage with limits no less than \$1,000,000 if contractors work includes the transport, delivery, storage, handling or disposal of any pollutants or other hazardous materials. This insurance is also required for all contracts involving any work on RIPTA's storage tanks, and fluid distribution systems
- 2 Installation Floater Insurance is required for all construction projects equal to the value of the project.
- 3 Professional Liability/Errors and Omission coverage shall be included in all Professional Services Contracts

Bidder shall provide to RIPTA Contracts Manager a Certificate of Insurance upon award of contract. This Certificate shall be kept in effect at all times. Current copies shall be provided to the Contracts Manager

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XXI. GENERAL CONTRACT COMPLIANCE CERTIFICATE AND AGREEMENT

RHODE ISLAND STATE EQUAL OPPORTUNITY OFFICE

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirements of Federal Executive order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations as issued by the Rhode Island Public Transit Authority, as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in, each order submitted to you for supplies or services exceeding \$10,000. Failure to comply will be considered a substantial breach of the contract.

A. Equal Opportunity Clause

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or natural origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he/she has collective bargaining agreement or other contract or understanding a notice, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Federal Executive order No. 11246, as amended, Rhode Island Law 28-5.1-10, and other regulations and relevant orders of the Secretary of Labor.
4. The Contractor will comply with all provisions of Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10 and other regulations as issued by the State of Rhode Island, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the State Equal

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- Opportunity Office and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or part, and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10 , and other regulations as issued by the State of Rhode Island, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246, as amended; Rhode Island Public Transit Authority, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law, or the State of Rhode Island and Providence Plantations.
 7. The Contractor will include the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations as issued by the Rhode Island Public Transit Authority, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States and the State of Rhode Island to enter into such litigation to protect the interest of the United States and the State of Rhode Island.

B. Age Discrimination

Pursuant to Federal Executive Order No. 11246, as amended, the Contractor will not, in connection with the employment, advancement or discharge of employees, or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan or statutory requirement, nor will the Contractor specify, in solicitations or advertisements for employees, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

C. Employment of the Handicapped

1. Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat

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- qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of selection for training, including apprenticeship.
2. Contractor agrees that if a handicapped individual files a complaint with him/her that he/she is not complying with the requirements of the Rehabilitation Act of 1973, he/she will (1) investigate the complaint and take appropriate action consistent with requirements of 41 CFR Part 60-741.29 and (2) maintain on file for three years, the record regarding the complaint and the actions taken.
 3. Contractor agrees that if a handicapped individual files a complaint with the Department of Labor that he/she has not complied with the requirements of the act, (1) he/she will cooperate with the Department in its investigation of the complaint, and (2) he/she will provide all pertinent information regarding his/her employment practices with respect to the handicapped.
 4. Contractor agrees to comply with the rules and regulations of Section 503 of the Rehabilitation Act of 1973 as interpreted in 41 CFR Part 60-741.29.
 5. In the event of Contractor's noncompliance with the requirements of this clause contract may be terminated or suspended in whole or in part.
 6. This clause shall be included in all subcontracts. In the event that this contract exceeds \$10,000 but is less than \$500,000 and provides for performance in 90 days or more, Contractor further agrees as follows:
 7. Contractor agrees (1) to establish an affirmative action program, appropriate procedures consistent with the guidelines and the rules of the Secretary of Labor, will provide the affirmative action regarding employment and advancement of the handicapped required by P.L. 93-516, (2) to publish the program in the employees or personnel handbook or otherwise distribute a copy to all personnel, (3) to review the program each year and to make such changes as may be appropriate, and (4) to designate one of the principal officials to be responsible for the establishment and operation of the program.
 8. Contractor agrees to permit the examination by appropriate contracting agency officials or the Assistant Secretary for Employment Standards or the designee, of pertinent books, documents, papers and records concerning employment and advancement of the handicapped.
 9. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Assistant Secretary for Employment Standards, provided by the contracting officer, stating Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights and remedies available.

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10. Contractor will notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that he/she is bound by the terms of Section 503 of the Rehabilitation Act, and is committed to take affirmative action to employ and advance in employment, physically and mentally handicapped individuals.
In the event this contract exceeds \$100,000 and provides for performance in 90 days or more, Contractor further agrees as follows:
11. Contractor agrees to submit a copy of his/her affirmative action program to the State Equal Opportunity Office within 30 days after the award of a contract or sub-contract.
12. Contractor agrees to submit a summary report to the State of Rhode Island and Providence Plantations Equal Opportunity Office by March 31 of each year during performance of the contract and by March 31 of the year following completion of the contract, in the form prescribed by State Equal Opportunity Office covering employment and complaint experience accommodations made and all steps taken to effectuate and carry out the commitments set forth in the affirmative action program.

XXII. CERTIFICATE OF NON-SEGREGATED FACILITIES

Contractor certifies that he/she does not maintain or provide for his/her Employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any such location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "Segregated Facilities" means any waiting room, work areas, rest rooms, and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods), he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will forward the following notice to proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

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XXIII. NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certificate of Nonsegregated Facilities must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 USA 1001.

A. Affirmative Action Compliance Program

Contractor agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by Section 60-1.40 of Title 41 of the Code of Federal Regulations.

B. Employer's Information Report (EE)-1 Form 100

Contractor agrees to file in duplicate, Standard Form 100, entitled, "Equal Employment Opportunity Employer Information Report EEO-1" as required by Section 60-1.7 of Title 41 of the Code of Federal Regulations.

Send original copy to Federal authorities, duplicate copy to the State Equal Opportunity Office, 1 Capitol Hill, Providence, Rhode Island 02908-5865.

C. Notice to All Vendors

If it should be determined by the State Equal Opportunity Office that any company doing business with the State is guilty of non-compliance with the provisions of this document, said company will be given two (2) written warnings. If the said company does not comply immediately after the second written notice, then the State Equal Opportunity Office will notify the Rhode Island Public Transit Authority, who shall have the authority to have the contract **revoked** and all contractual obligations of the State dealing with the contract in question will be **null and void**.

D. Post Award Conference

Post Award Conference for the Implementation of Affirmative Action prior to Signing of Contract.

C. Signature Required

Failure to provide a signature prior to Award to successful Proposer shall be cause for Rejection of proposal.

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XXIV. GENERAL CONTRACT COMPLIANCE CERTIFICATE
& AGREEMENT FORM

(Equal Employment Opportunity)

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Indicate Job Location Address: _____

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XXV. DAVIS BACON ACT COMPLIANCE

I certify that I will comply with the Provisions of the Davis-Bacon Act for this project. I certify that I will pay the applicable Prevailing Wages as listed at the following web address:

<http://www.access.gpo.gov/davisbacon/ri.html>

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Indicate Job Location Address: _____

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XXVI. CERTIFICATION OF PRIMARY PARTICIPANT FORM

Request for Proposal Number: 14-20
Project Paratransit and Flex Vans

The primary participant _____, certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared eligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- 5) The Primary Participant also certifies that, if it later becomes aware of any information contradicting the statements of Paragraphs 1-4 above, it will promptly notify RIPTA.

The primary participant _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C Sections 3801 **ET SEQ.** are applicable thereto.

Signature/Title of Authorized Official

Date

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XXVII. DEBARMENT CERTIFICATION

**CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS
AND
COOPERATIVE AGREEMENTS
REGARDING DEBARMENT AND SUSPENSIONS**

The purpose of the attached certifications is to exclude entities and individuals that the Federal Government has either debarred or suspended from obtaining Federal assistance funds through grants, cooperative agreements or third party contracts.

To assure that such entities and individuals are not involved in projects financed with Federal Transit Administration (FTA) assistance, FTA requires its applicants to complete the certificates.

The primary participant must sign the "**Certification of Primary Participant**" and, if there is a subcontractor, they must sign the "**Certification of a Subcontractor**" (If there is more than one subcontractor, they must all sign one of these forms.).

XXVIII. CERTIFICATION OF A SUBCONTRACTOR FORM

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Project Paratransit and Flex Vans

The potential Subcontractor, _____
Certifies, by submission of this certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

The Subcontractor, _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 **ET SEQ.** are applicable thereto.

Signature/Title of Authorized Official

Print Signature

Date

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XXIX. NON-RESIDENT CONTRACTOR INFORMATION

From: Department of Administration
Division of Taxation
289 Promenade Street
Providence, RI 02908

Notice: "To All Persons Engaging Non-Resident Contractors"
Regulation Re: Contractors and Subcontractors - "Regulation C"
Article III, Non-Resident Contractors

Any individual, partnership, joint venture, corporation, state, municipal government or exempt organization awarding a construction contract in Rhode Island to a non-resident contractor (as hereinafter defined) is required, pursuant to Section 44-1-6 of the General Laws, as last amended, to withhold 3% of the contract price to secure payment of any sales and use tax or income tax withheld, or both, that may be due to the State of Rhode Island in carrying out the contract.

Upon completion of the contract, the non-resident contractor is required to notify the Tax Administration shall, within 30 days after receipt of the request, audit the records and provide by certified mail to the person holding the funds and to the non-resident contractor, either a certificate of no tax due or a notice of taxes due.

The person holding the funds is required to pay to the Tax Administrator the amount set forth in the notice of taxed due, including interest and penalties, but not in excess of 3% of the contract price. Monies withheld in excess of taxes due the Tax Administrator may be paid to the non-resident contractor.

If the Tax Administrator does not furnish a certificate of no tax due or a notice of taxes due within 30 days after receipt of the request for the making of the audit, the person holding the funds may remit the full amount due to the non-resident contractor. The Tax Administrator shall not have any claim against such funds in the hand of the person holding the funds.

DEFINITION OF NON-RESIDENT CONTRACTOR

"A non-resident contractor is one who does not maintain a regular place of business in this state. A regular place of business shall be deemed to mean and include any bona fide office (other than a statutory office), factory, warehouse or other space in this state at which the taxpayer is doing business in its own name in a regular and systematic manner and which is continuously maintained, occupied and used by the taxpayer in carrying on its business through its regular employees regularly in attendance. A temporary office at the site of construction shall not constitute a regular place of business".

In order to effectively implement this legislative change which became effective on passage, non-resident contractors shall forward such notice of completion by certified or registered mail (in duplicate) to the Division of Taxation.

R. Gary Clark
Tax Administrator

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XXX. DRUG & ALCOHOL TESTING PROGRAM

In accordance with the Federal Transit Administration Rules 49 CFR 40, 653, and 654, pertaining to prohibited drug use and Contract Service Providers who perform safety-sensitive functions as follows:

- Operation of Revenue Service Vehicles In and Out of Service.
- Dispatch or Control Movement of Revenue Service Vehicles.
- Maintain, Repair and Inspect Revenue Service Vehicle.

The standards they must meet are:

1. Provide each employee performing a RIPTA safety-sensitive function a copy of RIPTA's Prohibited Drug Use and Alcohol Misuse Policy and Procedures. Each Employee must sign and return to RIPTA "Confirmation of Receipt" form.
2. Provide RIPTA with documentation that all employees, both full and part-time, participate in a prohibited drug use testing program in compliance with 49 CFR 653 and an alcohol misuse testing program in compliance with 49 CFR 654. Documentation must be provided which insures that all testing is performed in compliance with 49 CFR 40.
3. Provide to RIPTA's, by February 1st, following each calendar year, annual Management Information Systems (MIS) reports for submission to the FTA. The MIS form used must be that which is contained in 49 CFR 653 and 654.
4. Identify a contact person responsible for handling all 49 CFR 40, 653 and 654 regulation compliance.

XXXI. DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT
CONTRACT SERVICE PROVIDER
ACKNOWLEDGEMENT AND CONFIRMATION OF RECEIPT

Employee Name: _____

Company Name: _____

I have received a copy of Rhode Island Public Transit Authority's Prohibited Drug Use and Alcohol Misuse Policy and Procedures.

Employee
Signature: _____

Date: _____

Return To: Drug and Alcohol Test Coordinator
Department of Human Resources
Rhode Island Public Transit Authority
Room 217
705 Elmwood Avenue
Providence, Rhode Island 02907

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XXXII. TECHNICAL SPECIFICATIONS

The following technical specifications are intended to provide minimum acceptable standards as a guideline for a small, two-axle, transit type bus with commercial wheelchair lift mounted on a cutaway type chassis. Since this vehicle will provide door-to-door transit service for individuals with special needs, vehicle maneuverability, dependability, and most importantly safety, are primary considerations. The proposed vehicle must meet all Federal Motor Vehicle Safety Standards (FMVSS) and Environmental Protection Agency (EPA) emission laws and regulations applicable to this type of vehicle. The proposed vehicle must also have been fully tested at the Penn State test facility in Altoona, Pennsylvania. A copy of the Altoona Test Report for the vehicle being proposed must be included with the Proposal Response.

While a specific structural design is used as a guideline for this vehicle, RIPTA recognizes the inherent structural differences existing among manufacturers and encourages approved equals submissions on all aspects of design.

A copy of the Altoona Test Report for the specific vehicle being proposed must be included with the Proposal Response.

XXXIII. DESIGN SPECIFICATIONS

A. Principle Dimensions

1. Length, Overall Bumpers (Approx.) 26 feet, 0 inches
2. Width, Overall Body 96 inches
3. Height, Overall (@ GVWR) Approximately (excluding roof vents) 117 inches
4. Wheelbase 177 inches or 156 inches
5. Overhang, Front 30"
6. Overhang Rear 92"
7. Width, Front Track 69.4
8. Width, Rear Track (Center of Outside tires) 87.75"
9. Height, Floor (at GVWR) 34"
10. Height, First Step (at GVWR) Maximum 11.5"
11. Height, Interior (minimum) 76"
12. Width, Interior at Seat Cushion Level 94"
13. Width, Aisle (minimum) 20"
14. Width, Door (clear opening) 36"
15. Height, Door (clear opening) 88"
16. GVWR 14,600 pounds
17. GAWR, Front (minimum) 4,600 lbs.
18. GAWR, Rear (minimum) 10,000 lbs.
19. Turning Radius (outside body corner) 31' - 0"

B. Chassis Specifications

The transit buses shall be integrated with the 2014 or most recent General Motors model G-4500 Chevrolet Express chassis or approved equal. This chassis shall be a rubber isolator conventional

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control design and shall include the following components, systems, features, and options as specified:

C. Purchase Location

Chassis is to be purchased from a Rhode Island dealership if at all possible.

D. Chassis Type

1. Frame Assembly

The frame assembly shall be fabricated using high yield strength steel press formed channel rails with reinforced, gusseted formed steel cross-members at all load-bearing locations.

2. Frame Rails

7.69 X 3.12 X .220 thick, 36,000 PSI yield press formed steel channel.

3. Cross-Members

¼" thick, 36,000 PSI yield strength formed steel channels of various sizes as required.

E. Front Axle Assembly

1. Design Load Rating

General Motor Company independent coil spring type providing a design load rating of 4,600 lbs. capacity.

2. Bushings

Coil Spring bushings shall be replaceable molded rubber bushings at all lateral joints with replaceable steel with brass ball joints at yoke/spindle pivots.

3. Lubrication

Tie-rod end joints shall be equipped with Zerk type grease fittings. Front hub and spindle bearings shall be prepackaged grease type.

F. Rear Axle Drive

1. Load Speed and Minimum Design Load

Full floating, 3.73 ratio drive axle providing in excess of 65 mph road speed and a minimum design load rating of 10,000 lbs. capacity.

2. Carrier Housing

Separable carrier housing construction with welded in load tubes and magnetic internal hex head lubricant drain plug.

3. Lubrication

Carrier and hubs shall be internally oil lubricated with multi-grade, multi-purpose gear oil.

G. Suspension

1. Front Suspension

General Motors independent Coil Spring front suspension.

a Springs

Hot preset computer-selected coil springs designed for smooth ride and quiet operation with a 4,600 lb. minimum capacity.

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- b Dampening and Stability
Two (2) each, 1.38" diameter piston, gas pressurized double-acting shock absorbers, control jounce and rebound while roll stability is controlled by 1.0" diameter stabilizer bar.

2. Rear Suspension

- a Springs
Semi-elliptical, multi-leaf, variable rate for a constant smooth ride with a capacity of 10,000 lbs. after the wheelchair lift is installed the rear suspension should be leveled to compensate for the extra weight of the wheelchair lift.
Chassis rear leaf spring hangers and shackles shall be replaced with a hanger and rubber spring assembly (Mor/ryde RL or approved equal).
- b Dampening
Two (2) each, 1.38" diameter piston, gas pressurized double-acting shock absorbers, control jounce and rebound.

H. Steering System

- 1. General
Full integral hydraulic powered General Motors re-circulating ball type with a 17.0:1 ratio and design capacity of 4,600 lbs. rating.
- 2. Pump
General Motors polygroove belt driven pump with one (1) quart capacity reservoir.
- 3. Fixed Column And Wheel
Driver's steering column is provided with a tilt wheel with a padded 15.5" diameter steering wheel.

I. Brake System

- Bendix 13.46" diameter dual diaphragm electric assisted (not vacuum), powered hydraulic system meeting all FMVSS #105, with anti-lock rear brakes.
- 1. Front Brakes
Caliper disc brakes with 12.8" diameter fine air-cooled rotors, and 1.5" diameter dual-piston floating calipers.
 - 2. Rear Brakes
Caliper disc brakes with 13.6" diameter fine air-cooled rotors and 1.6" diameter dual piston floating calipers.
 - 3. Parking/Emergency Brake
Foot pedal, lever actuated rear wheel brake with transmission parking pawl.

J. Wheel and Tires

- 1. Type
Wheel and tires are interchangeable front and rear, tubeless type.

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2. **Wheels**
Steel disc type 16.0" single front with 8 bolt on 7" diameter bolt circle.
3. **Tires**
BSW, truck-type steel belted all season highway radial, single front and rear, appropriate for the weight of the vehicle.
4. **Spare Wheel and Tire**
Bus shall include a spare wheel and tire. All wheels shall be painted white.

K. Fuel System

1. **General**
DOT approved system with California (CARB) and US EPA certifications
2. **Fuel Tank**
Roll formed steel fabricated 55-gallon capacity. Tank is fitted with hex head drain plug, electric fuel gauge float switch.
3. **Pump**
Electric 12-volt DC fuel pump is installed in the fuel tank providing continuous fuel pressure to the electronic fuel injection.
4. **Filling**
Fuel fill is located on the roadside behind the rear tire.
5. **Urea Tank**
The vehicle shall have a ten gallon capacity

L. Electrical System

1. **Charging System**
Charging system is 12-volt DC with negative ground.
2. **Dual 110 Amp Alternators**
Polygroove belt driven Pentack Model Number PX-4V-220-10, 220 amp dual alternators. The Regulator shall be a Pentex PX 6000.
3. **Battery**
Dual maintenance free deep cycle 12-volt D.C. with a total of 1450 CCA cold-cranking amps. Batteries are to be relocated in a curbside battery box behind the entrance door. The batteries are to be securely mounted on a side tray. This tray should slide. This tray shall be stainless steel with stainless steel rails and heavy-duty stainless steel securement. Battery Box shall have a heavy duty shut off switch that completely shuts power off on bus.
4. **Electrical Design**
The electrical system shall be designed to provide and distribute 12-volt D.C. power to all electrical components in the bus.

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5. Electrical System

The electrical system shall provide and distribute power to ensure satisfactory performance of all electrical components. The power generating system shall be rated sufficiently higher than the total possible concurrent electrical load to maintain the charge on the battery(s) at all operating conditions including the engine at idle, and shall have a minimum rating of 250 amps. The Vendor shall provide to the Procuring Agency both at time of bid submittal and prior to production an analysis of the estimated electrical load expressed in Amps for each system described below with the vehicle at idle and batteries fully charged:

- All vehicle lights on
- Right turn signal on
- All hazard flasher lights on
- Air conditioning on with highest fan speed

The Vendor shall also provide to the RIPTA at time of bid the total alternator nameplate rating(s) in Amps and whether the extra capacity alternator is provided through the OEM or is aftermarket.

Redundant grounds shall be used for all major, critical and safety related electrical equipment, except where it can be demonstrated that redundant grounds are not feasible or practicable. One ground may be the vehicle body and framing. Grounds shall not be carried through hinges, bolted joints (except those specifically designed as electrical connectors), or powerplant mountings.

Primary or major wiring harnesses shall not be located under the vehicle floor, and underfloor wiring shall be eliminated to the maximum extent practicable. Wiring and electrical equipment necessarily located under the vehicle shall be insulated from water, heat, corrosion, and mechanical damage. Wiring and harnesses shall be routed and supported independent from fluid carrying lines. Design of the electrical system shall be modular so that each major component, apparatus panel or wiring bundle is easily separable with standard hand tools or by means of connectors. Powerplant wiring shall be an independent wiring module and its replacement shall not require pulling wires through any bulkhead or removing any terminals from the wires.

Except as otherwise specified, all accessories and electrical equipment, with the exception of headlights, tail lights, parking lights, emergency flashers and clearance lights shall be wired through the vehicle ignition switch so as to be operative with the switch in the ON position. This system shall include air conditioning and wheelchair/mobility aid lift. The exterior

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- vehicle lighting system shall be provided with a bell tone distinguished from other audible alerts which shall sound when these lights are left on with the ignition switch in the OFF position and the driver door is open. Bell tone system shall be OEM or approved equal and shall be approved by the Procuring Agency prior to production.
6. **Exterior Lighting**
All exterior lighting shall conform to all State regulations and FMVSS 108. All exterior lights, excluding headlights, shall be Dialight LED Lights.
7. **Head Lamps**
Headlamps shall be sealed beam automotive type, having tilt-ray features controlled by lever dimmer switch mounted on the steering column.
8. **Stop and Tail Light**
Tail light assembly provides three separate functions: tail light illumination, turn signals, and brake light illumination. These lights shall be light emitting diode technology (LED). These tail lights to be screwed in to vehicle.
9. **Back-Up Lights**
Back Up lights shall be integral with, and below, the stop and taillights and should be LED.
10. **Back-Up Alarm**
Waterproof 12 volt DC, 97 dBa alarm. Alarm shall be controlled by the transmission reverse switch.
11. **Front Directionals**
Front directional lights shall be body corner contoured, mounted horizontally, one (1) on each side.
12. **Side Marker and ICC Marker Lights**
Side marker and ICC marker lights are to be roof mounted, five (5) each, amber front and red rear. These lights shall be light emitting diode technology (LED).
13. **Stepwell Lights**
Stepwell lights shall be suitably mounted so that entire stepwell and a portion of the ground area outside the bus are sufficiently illuminated. The step lights are extinguished when the front door is closed.
14. **Front and Rear Side Reflectors**
Front and rear side reflectors, amber in front and red rear, shall be above the bumpers on each side.
15. **Side Directional Lights**
Side directional lights shall be corner contoured, flush mounted on the side of the cab above the front bumper on each side.

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16. **Rear Collision Avoidance Light**
Vehicle accident avoidance red light, 2" X 6" horizontally mandates located on the centerline of the bus above the rear window.
17. **Audible Horn**
The vehicle shall have an additional horn in addition to the one provided by the OEM.
18. **Lift Lights**
Curb and lift area shall be illuminated by an exterior mounted light, controlled by lift door proximity switch. The Lift Door Proximity Switch shall be a HIS sensing part number PRX + 9200 and PRX+9000.
19. **Dome Lights-Incandescent**
 - a. **Interior Dome Lights**
Ceiling cove located incandescent light fixtures, mounted at a minimum three (3) on each side, provide passenger compartment lighting. A single driver's light fixture is provided with separate control.

M. Cooling and Exhaust

1. **Cooling**
The engine cooling system shall consist of a high capacity pressurized cross series flow radiator with 75 G. P. M. water pump. Air is provided by a temperature controlled viscous drive 7-blade 23" diameter fan. The radiator shall be baffled top and bottom and both sides.
2. **Exhaust System**
General Motor Company aluminized steel exhaust pipes, muffler and catalytic converter, properly installed with heat shields and baffles. The tailpipe shall be so designed as to direct exhaust toward the rear of the coach. Tailpipe shall clear the bumper of a clearance of 2 inches.

N. Power Train

1. **Diesel Engine**
Front mounted General Motors 6.6L Duramax Diesel.B20-Diesel 397 horsepower. 765 Foot/pounds of torque
2. **Certification**
Most recent Federal EPA and State of California (CARB) emissions standards certifications.
3. **Oiling**
Engine oiling system shall include full flow spin-on 1-quart capacity filter. Engine oil cooling shall be external mounted full flow cylindrical tubs and a Bundge head exchanger.
4. **Cooling**
The engine cooling system shall consist of a high capacity pressurized cross series flow radiator with 75 G.P.M. water pump. A temperature controlled viscous drive-bladed 23"

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diameter steel fan shall provide airflow. The radiator shall be baffled top and bottom and both sides, and equipped with a three (3) quart capacity coolant recovery/reserve reservoir.

5. Transmission

The transmission shall be an Allison 1000 six speed rear wheel drive. Model Number MW 7

6. Driveline Assembly

Spicer 1410 Series universal cross and center carrier bearings. Driveline guards shall be located behind cross and center carrier bearing.

7. High Idle Engine High Idle System

General Motors Auxiliary Idle Control. The vehicle shall be equipped with an engine fast idle control for use during stand-by periods. The engine fast idle control shall increase engine idle speed automatically to 800 RPM over standard idle for gasoline engines and to 1,200 RPM for diesel engines. The fast idle selector shall be operative only when the transmission selector is in the park position and the emergency brake engaged. The control switch shall be interlocked so as to return the engine to normal idle RPM, automatically, when the transmission is put in gear.

8. Engine Shutdown Control

The Engine shall have an automatic five minute engine shutdown control in accordance with USEPA requirements.

9. Ignition and Front Door Keys

The bus shall be delivered with three complete sets of keys to include, the ignition, front doors and all keys related to the body.

O. On-Line Access

The contractor shall provide five years on-line access to the GM Global for all Service Bulletins, Service Manuals, Capable of Flashing ECMs.

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XXXIV. BODY SPECIFICATIONS

A. General Requirements

1. Design

The coach shall have a clean, smooth, simple design, primarily derived from coach performance requirements and passenger service criteria established by Section 2: Technical Specifications. The exterior and body features, including grilles and louvers, shall be shaped to allow complete and easy cleaning by automatic bus washers without snagging washer brushes. Water and dirt shall not be retained in or on any body feature to freeze or bleed out onto the coach after leaving the washer. Body and windows shall be sealed to prevent leaking of air, dust or water under normal operating conditions and during cleaning in automatic bus washers for the service life of the coach. Accumulation on any window of the coach of spray and splash generated by the coach's wheels on a wet road shall be minimized.

2. Materials

Body materials shall be selected and the body fabricated to reduce maintenance, extend durability, and provide consistency of appearance throughout the life of the coach. Detailing shall be kept simple: add-on devices and trim shall be minimized and, where necessary, integrated into the basic design.

3. Corrosion

The coach shall resist corrosion from atmospheric conditions and road salts. It shall maintain appearance throughout its service life, provided it is maintained in accordance with the procedures specified in the service manual by the Authority. Materials exposed to the elements and all joints and connections of dissimilar metals shall be corrosion resistant and shall be protected from galvanic corrosion. Representative samples shall withstand a two-week salt spray test in accordance with ASTM Procedure B-117 with no visual or structural detrimental effects to normally visible surfaces, and no significant structural degradation or weight loss of over one (1) percent for other members or components. All exposed surfaces under the finished coach shall be generously sprayed with nonflammable--flammable resin type undercoating.

a Corrosion Cab

The chassis cab must be rust proofed with Ziebart or approved equal for maximum protection.

b Corrosion Body Parts

All steel used in the construction of the bus body must be Zinc Chromate for maximum rust protection.

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4. License Plates

Provisions shall be made to mount standard size U.S. license plates on the front and rear of the coach. These provisions shall be flush mount or recess the license plates so that they can be cleaned by automatic bus washing equipment without being caught by the brushes. License plates shall be mounted on or to the left of the coach center and shall not allow a toehold or handhold for unauthorized riders.

5. Frame Construction

A formed steel frame rail construction crosses the chassis frame. Frame rails are constructed of 13 GA steel and are formed into a modified G shape. They extend the full width of the body.

Frame rails are bolted through rubber bushing, which are provided by the chassis manufacturer. The bushings are placed in between the chassis and frame rails. These are torqued to OEM specifications. The rubber frame bushings provide a cushion between frame and the body, which allows the suspension, and the frame to work independently of body.

6. Floor Construction

The floor framework is constructed of a perimeter of 2 inch by 2 inch by 10 gauge steel angle. This angle perimeter boxes all four edges of the floor, and is welded through notches at the end of each cross-member.

A 1 inch by 4 ½ inch by 1 inch by 14 gauge steel channel is inverted and runs the full length of the floor approximately 29 inches in from both the driver side and passenger side. This channel is placed on the centerline of the seat track position for seat frame attachment. Rolled 50, 000 PSI steel seat track is welded to these channels every 4 inches, staggered per side. The seat frames are then bolted into track nuts placed in the seat track and torqued to specifications.

A 1 inch by 2 inch by 1 inch by 14 gauge steel channel is inverted and runs the full length of the floor to support the passenger aisle. This channel is also welded longitudinally between each frame rail where necessary, to give added support to the flooring material. Additional steel plate may be added for vehicles requiring floor supported hardware in use for options. Additional support may also be needed for perimeter mounted seating and Paratransit equipment and luggage equipment.

The steel floor framework is then overlaid with 5/8 inch Huber Engineered Woods AdvanTech composite wood panel industrial flooring (marine grade material is moisture resistant with a high strength rating. It is cut to width in order to reduce

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seams. The composite wood panel is attached to the floor structure with a ¼ inch bead of construction adhesive applied to the surface of all steel structure.

Additionally, bugle head screws are placed at a minimum of every 12 inches along all edges and with the floor decking. The composite panel joint is sealed using floor spackling compound and sanded.

At the end of the construction process, when all components have been attached to the underside of the floor, the perimeter joints and all other joints are sealed with an expanding-type urethane foam sealant.

7. Steel Cage Construction

Each bus is to have a continuous tube construction that is made of 1"X1"X16 GA steel and is bent to the curvature of the bus. It is welded at both sides to the 2"X2"X1/8" perimeter angle in the floor edge and is extended up both sidewells and crosses the roof. The roof roll tubes are welded on both sides of the bus to the 1"X2" header tube on the window rail construction. On top of the roof tubes at the center of the roof there is 3'X14 GA plated welded. This plate runs from the front to the rear of the unit, tying the roof roll tubes together. There is to be a steel reinforcement welded in the roof to support the air conditioner.

The steel cage construction is connected to the back of the chassis cab with formed channel. Each channel is bolted to the steel cage at the back and front and is attached to the back of the cab with 5/16" grade 5 SE plated bolts. There is to be a total of 8 bolted attachments where the channels meet the chassis cab allowing for flexibility to prevent leaks and cracks.

The rear wall is made of 1"X1" 16 GA steel tube. It is welded continuously, similar to the steel cage construction. The wall is pop riveted to a 14 GA plate, which is pop riveted to the rearmost of the cage construction. Also, there are four grade 5 SAW plated bolts, which bolt the rear wall through the floor. After the rear wall is installed it reinforces the steel cage and gives it added rigidity. All steel parts used in the framing must be pickled and oiled.

8. External Body

Crane Composites Nobel Select Exterior, or approved equals Sidewall Panels are used for the external body sidewalls. The composite material is a high gloss, exterior, gel-coated panel with UV protection and environmental properties. The external body consists of two individual panels, which facilitate and simplify the repair and or replacement of any damaged panels.

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Before the body panels are attached to the steel cage construction after the primer has been applied and dried, the composite and steel cage construction are wiped down with an adhesion promoter to ensure a clean bonding application. A ¼ inch V-bead of Loctite 5510, a high strength bonding adhesive is applied to the steel cage to bond the composite panel to the steel. After the adhesive is applied, the composite panel is attached to the steel cage. Construction and secured with 1/8 inch pop rivets along the perimeter of each panel. After the body panels are secured in place the window openings are routed out and removed

The sidewalls are insulated with closed cellofoam 1 inch type #1 density EPS expanded polystyrene. The insulation provides high quality sound deadening and temperature control properties.

The lower body panels consist of molded fiberglass skirting. The skirting is braced on the backside of the skirt to the steel cross-members using braces and rivets. The skirts are attached using Loctite 5510 adhesive and a 1 inch aluminum retainer trim screwed into place over the seam created by the sidewall material and skirt joint every 4 inches and covered with a paintable vinyl cover for cosmetic reasons.

The front cap is constructed of durable reinforced fiberglass and is a one-piece assembly, built for strength. The cap is attached to the vehicle cab and the superbow roof assembly with Loctite 5510 adhesive and 1 inch retainer trim screwed into place over the seam and capped off with a paintable vinyl cover for cosmetic appeal. The transitions (from body to cab) are attached in the same method and bolted to the roof cab.

The rear cap is constructed of durable reinforced fiberglass and is attached to the rear wall and cage assembly with Loctite 5510 adhesive and 1 inch retainer trim screwed into place over the seam and capped off with a paintable vinyl cover for cosmetic appeal

The body roof consists of a single piece of durable reinforced fiberglass. The roof panel follows the curve of the roof bows and overlaps the top of the sidewalls. This one-piece roof design minimizes the potential for leaks

9. Insulation

The sidewalls and roof are insulated with 1", 1# density EPS Polystyrene insulation. This has an R-3.85 rating at 75 degrees Fahrenheit. The insulation provides high quality sound deadening and temperature control properties.

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10. Front Entrance Door Steps

Stepwell construction - sides 14 GA/tread 12 GA.
From the ground to the top of the first step is 11.5".

A step is defined as one horizontal tread and one vertical riser. Each step is 9" deep. Each step riser is 7.5" high. All risers shall be identical in height. The step is 36" wide. This is to be a three-step entrance door. The stepwell is covered on the inside with a 3/16" RCA ribbed rubber, steel backed steptread. The steptread has a white safety edge. The sides and risers of the stepwell are covered with 1/8" smooth RCA rubber floor material. All responses to the RFP shall include a schematic of the front entrance door steps.

11. Paratransit Vehicle Front Entrance Steps Diagram

Please refer to Drawing A in the Appendix

12. Fenders, And Mud Flaps

Molded reinforced fiberglass with contoured ground effect styling, installed at the floor line with an interlocking stainless steel retainer strip and stainless steel fasteners. Mud flaps made of 1/4" thick rubber composite shall be installed behind the rear tires within 3" of the road surface.

13. "Help" Bumper

Rear body contoured reinforced "help", energy absorbing, black polyurethane. Bumpers shall be attached to the chassis frame with 1/3" diameter grade 5 bolts. There must be no open space between bumper and chassis.

14. Interior Sidewall and Trim

The interior ceiling and sidewalls are one-piece assemblies consisting of AZDEL Superlite® and Crane Composites Kemlite® FRP. Superlite® is a light weight thermoplastic composite sheet comprised of fiberglass and polypropylene resin; it is formaldehyde free. Superlite® is a backer for Kemlite® FRP, a fiberglass reinforced plastic material with a "pebbled" embossed surface; it's cleanable, and stain and scratch resistant. The ceiling is adhered to the interior surface of the roof bow using 3/8" rivets at each ceiling bow. The sidewalls are a one-piece section from the top header tube to the top of the wall seat track and the sidewalls are adhered to the interior surface with rivets at the top and bottom of the sidewalls into the wall bows.

Below the wall seat track (if bus style seats are installed) to the floor is a Superlite®/Kemlite® panel attached similar to the ceiling and sidewalls. Black plastic "mop board" material is attached where the wall meets the floor along the inside perimeter of the bus to channel water away from the wall during cleaning.

Ceiling and sidewall materials consist of vinyl or limo cloth. Also available is Nanocide™ antimicrobial vinyl ceiling

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and sidewall material which reduces the risk of contamination from bacteria and fungus.

15. Floor Covering

Industrial contact adhesive is applied to the Advantech® composite wood panel sub-flooring and black industrial grade R.C.A. Rubber Transit-Flor® flooring prior to mating the rubber to the wood panel sub-floor material. The rubber flooring material is smooth with a ribbed aisle. The entrance step-well treads are ribbed and include color contrasted step edges. The metal reinforced rubber step treads are installed with adhesive and #6 x 3/4" zinc screws. Smooth rubber is installed on the step risers. Optional colors of rubber flooring are available.

16. Windows

The bus compartment side body windows are Clear Vision Flush Mount (FM) series bonded contoured windows in both solid stationary and egress forms. Windows are a 5/32" thick tempered contoured glass panel measuring 29" x 34-5/8". All windows are installed using the manufacturers provided trim ring in every screw location provided. Optional T-sliders and Vista height (30.375" x 44.75") are available. Windows are available with clear, light, dark or reflective automotive glass

The standard rear wall passenger compartment window is an emergency egress window which measures 29" x 54". Instead of a rear wall egress window, a rear emergency exit door or rear luggage area access door is optional.

Optional Elite Series bus windows in a "frameless" bonded contoured surface mount style in both solid stationary and egress forms in Vista height are available.

All egress windows meet applicable C/FMVSS 217 standards

17. Paint

The entire exterior body surface shall be high gloss, gelcoat white final finish with 3M reflective striping or approved equal. All painted surfaces shall be painted with PPG "Concept" white paint.

18. Doors

c Driver cab door and co-pilot cab door

Driver cab door and co-pilot cab door delete and co-pilot seat delete is standard for the front passenger bi-fold entrance doors. The commercial style bi-fold entrance door panels are constructed of 1" x 1" x 14-gauge steel tubing and have a black powder-coated finish. The outside of the doorframes have a safety glass exterior surface. The doors are installed in a steel tube frame flanked by formed jamb assemblies for additional strength.

The bi-fold entrance door panels are finished with a mill finish aluminum extrusion. The doors are hinged by means of pivot pins, corrosion resistant bearing blocks

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and self-aligning blocks at the top and the bottom corners. The hinged edges of the doors are sealed with flexible neoprene rubber to prevent air and moisture from entering the door entrance when closed. The edges of the doors have a flexible rubber safety seal which seals the door area from weather and air infiltration. It will also prevent serious injury if someone should inadvertently be caught in the closing of the door.

The door controller shall be "Accu-drive" AD200 electrically operated door control opening/closing system which is driver controlled through the switch panel. The Accu-drive is a gear-based 12 Volt control system designed exclusively for the bus bi-fold entrance doors' operation.

d Wheelchair Lift Doors

The wheelchair door is a double leaf door. The door framework is constructed of 1"X1"X.060 aluminum tubing. The exterior skin is 3mm Alucobond, the interior skin is .060 textured Kemlite FRP. The core of the door consists of 1" 1# density DPS Polystyrene. The perimeter of the doors are framed with mill finished aluminum extrusion. The door and door frame are assembled as a pre-hung unit.

The locking and latching mechanism consists of a 3-point dead bolt lock with a locking "L" handle on the front door and a handle on the rear leaf door. All latching points are to have aluminum striker plates. Each door leaf has a #5464-184 Hehr International window installed in the top half of the door. The window size is 16" wide and is 18½" high. The clear opening is 42"X68". The door must be able to be locked with a key. Wheelchair door shall be located directly behind the front passenger door toward the front of the bus no less than 6 inches from front passenger door.

e Brake and Transmission Interlock

Brake and Transmission Lock shall be an Intermotive Interlock Module Part Number GTWY 605 only. Lift doors shall be interlocked by a panel door switch controlling the transmission. The system shall require the transmission to be in "Park" position and parking brake applied before lift can be operated. Movement of vehicle must be restricted in accordance with ADA standards. Brake light should be activated when interlock is activated.

f Rear Door

The vehicle shall be equipped with a rear outward-opening door, equipped with an emergency

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quick-release system. Access to the rear door from the interior shall be provided between the rear seats and shall not be obstructed either by seats or by any other interior hardware.

The door shall be easily operated from both outside and inside the vehicle. The interior red-colored quick release handle shall be non-recessed, highly visible, and designed to prevent rattling. The emergency door shall be equipped with gas spring prop(s) or commercial retractable door spring assembly to assist in opening the door when the latch is released and to retain the doors in the full open position against the wind or when vehicle is standing on sloped surfaces. Appropriate operating instructions for the emergency use of the rear door shall be clearly written and placed in two highly visible locations inside the vehicle. One shall be at the door, the other at the right hand dashboard area. Additionally, the door shall be permanently marked "EMERGENCY DOOR" on the inside with red letters not less than two inches high, and shall be duplicated on the exterior in red letters. Red "EXIT" sign shall be provided on the interior at each emergency exit window and at the rear emergency exit door. Lettering shall be minimum 1 ½ inches high. Details of the handle design, mechanism(s) used to assist in door opening, and emergency signage and location shall be included with the Proposal Submittal and approved by the Authority prior to production.

The emergency door shall be equipped with a warning buzzer and indicator light for door-ajar condition. The audible and visual indicators shall sound when the door is opened. The security lock on the interior side of emergency door shall be electronically connected to the ignition switch. If the vehicle is started and the door is locked, audible and visual alarm shall warn the driver the door is locked. The audible and visual alarm for the locked door. The alarm shall not be the same indicator used for the door-ajar condition. A key lock shall be provided on the emergency door. The door shall be able to be opened from the inside at all times regardless of whether the door is locked.

All materials used for weather sealing shall be designed to withstand varying temperature extremes, road splash and roadway salt, and other exterior elements without cracking, leaking, loosening or deteriorating. The emergency door shall be equipped

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with large, non-opening glazing (tinted) affixed to the upper and lower sections of the door, to provide clear visibility of the area behind the vehicle.

The emergency door, its mounting, inside and outside trim, and any exposed mechanism shall be of corrosion resistant construction, and shall be heavy duty and rigid over its full height with heavy-duty, rugged, durable stainless steel piano type hinge or equivalent and attachment to the supporting structure. The meeting edges of the door shall be equipped with durable extruded elastomeric edge seals to form a tight seal with no gaps.

The entire structure shall meet all ADA requirements and warranted against rust and corrosion for seven (7) years.

The emergency door shall be equipped with glazing of maximum size at the lower and upper portions of the door to provide maximum visibility to the rear. Glazing shall conform to all FMVSS requirements. Size and placement of the emergency door glazing shall be included with Proposal submittal and approved by the Authority.

Extended door frames shall be powder coated stainless steel. A cushioned door header pad shall be provided on the inside, over the emergency door and covered with upholstery material that matches the interior color scheme. The cushion shall be of a contrasting color to the door frame.

19. Windshield Wipers And Washers

g Types of Wipers

General Motors two (2) speed electric wipers shall be provided, one (1) on each side, with separate controls.

h Arms And Blades

Arms shall be single type, 19" long, and blades shall be 22" long. Blades shall park at the lower edge of the windshield.

i Washer

Electric pump, two quart washer reservoir and supply nozzles located on the lower windshield cowl.

j Intermittent Wiper System

Variable speed control, allowing timed intermittent windshield cleaning.

20. Vehicle Keys

The bus shall be delivered with three complete sets of keys to include, the ignition, front doors and all keys related to the body.

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21. Storage Area

Storage area shall be provided in header over windshield or in other area designated in bus diagram.

XXXV. GRAPHICS AND NUMBERING

Monograms, numbers and other special signing specified shall be applied to the inside and outside of the coach as detailed in Appendix One. All decals shall be sealed with clear, waterproof sealant around the edges and on all exposed surfaces.

A. Die Cuts

All die cuts should have Scotchlite 3M reflective tape. The following items shall be considered die cuts:

Logo

Phone Number

Website

USDOT #

Vehicle Number

The Vehicle Numbers shall be at least four (4) inches high, shall appear in front and rear of the coach below the windshield and on rear of coach above stop lights. Vehicle Numbers shall also appear on inside of coach above windshield. The Vehicle Numbers at least ten inches in size shall be placed on the Roof.

B. Exterior Graphics

The Exterior Graphics of the vehicle should have 3M control tac with gloss laminate.

XXXVI. SIGNAGE

Signs shall be durable and fade, chip and peel resistant. They may be painted signs, decals, or pressure sensitive appliqué. All signs shall be sealed with clear, waterproof sealant around the edges and on all exposed surfaces.

Vehicle Signs shall be furnished and installed by the Contractor. Vehicle Signs shall be as below.

- A. Reserve seating for elderly and handicapped. Two signs per coach to be mounted in the grooves of the interior cove lighting system. The signs are blue with white letters 11 1/8 inches high by 11 1/2 inches wide.
- B. No smoking sign over windshield and back seat 10.8 inches x 3.5 inches high, pressure sensitive stickers.
- D. Rear bumper- no pass on right.
- E. Video Camera in use. One located in the front of bus and one in the rear.

XXXVII. INTERIOR

A. Seating

1. Operator Seat

Operators Seat shall be Recaro model LXF only and be covered by a manufacturers 2 years parts and labor warranty

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a Dimensions & Specifications – General

The operator's seat shall be comfortable and adjustable so that persons ranging in size from the 95th-percentile male to the operator seat shall be comfortable and adjustable so that persons ranging in size from the 95th-percentile male to the 5th percentile female may operate the bus. While seated, the operator shall be able to make seat adjustments by hand without complexity, excessive effort, or being pinched.

b Seat back:

1. Solid stamped steel reinforced structure that conforms to the natural “S” curve of the back.
2. Seat back to be minimum of 24” high by 18.5” wide
3. Seat back to recline stop 25 degrees from vertical
4. Seatback must have dual recliner gears and handle
5. Seatback must have bolsters to give lateral side support
6. Seatback must be able to tilt forward to allow for easy access to items behind the seat

c Seat Cushion:

To have side bolsters to help keep driver centered. Seat cushion to be supported by flexible mat to improve ride comfort

d Lumbar:

Manual air lumbar to be self contained unit located in the seat back, (2-cell).

e Seat Bracket:

1. Shall be highly durable black powder coated steel
2. Standard paint operation not acceptable
3. Seat to attach easily without modifying Ford pedestal
4. Bracket must pass FMVSS 302
5. Seat must be supplied with a skirt to cover the Chevy Power Base to eliminate pinch points.
6. Seat must be supplied with switch panel to mount Chevy Power Base 6-way switches.

f Headrest:

4-way adjustable with 6 different height adjust settings. Headrest to tilt forward

g RH Armrest

Seat matching cover armrest
Armrest must move with seat back
Armrest must tilt up for easy egress/regress

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- h Seat Material
Standard Recaro Craftex Cloth or Vinyl
Material must meet FMVSS 302

2. Passenger Seats

Passenger seats shall be a top line, fully contoured and covered with tower fabrics covers. "Fully-contoured" seats are hereby defined as seats which have permanent depressions in both the back and bottom cushions for each seating position. Bench Type Seating Is Not Acceptable. Minimum seat cushion depth is 16", width 17" per passenger. Seat cushions shall have a minimum of 5" foam with 2½" in back support. The back of the seat shall be a minimum of 18", maximum of 22" high. Seats shall be made with an independent spring suspension system. Fully padded grab handles are to be located on all inboard on all aisle seats. A Freedman USR Retractable Belt System shall be installed on all seats. All seats are floor and sidewall track mounted for ease of seat removal. Where exposed, track is covered with a vinyl track plus strip. Seat spacing will be clearly indicated in submitted vehicle diagram. Fabric to be treated with Scotch Guard (3M) or approved equal.

3. AM (Aisle Maker) Fold-Away Seats

Forward facing seating shall be Freedman AM Foldaway seats or prior approved equal. They shall meet or exceed every applicable Federal Motor Vehicle Safety Standard including FMVSS 210 seat belt certification test. All seats shall have the following:

- a. Standard seat cushion width shall be 17 ½" (single) or 35" (double). Back cushion height shall be 24 ¼" from the top of the seat cushion and 37 1/6" from the top of the back cushion to the floor.
- c. The seat shall be cantilevered and shall not require an aisle leg or tether for support.
- d. This design provides for ease of installation, operation and cleaning (There is no leg or tether in the way to obstruct or interfere with sweeping under the seat.).
- e. The FSC Foldaway shall require no more than 3 operations to either fold away or fold down (to be used).
- f. When folded away, the seat shall take up less than 11" of wall space.
- g. Cushions shall be high quality polyurethane foam to ensure maximum individual passenger comfort and durability. Additionally, all seats shall provide lower lumbar and side bolster support. FTA foam (low smoke neoprene type) is also available.

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- h. Grab rails shall be padded and securely attached to a welded seat frame structure. Freedman Foldaway seats shall have top, full width, and corner grab rails. For added safety, high visibility yellow padding shall be included.
- i. All frames shall be high quality heavy-duty tube, jig welded, and utilize a heavy-duty wire mesh grid for seat support. The back rest shall have steel straps for back support; plastic straps are not acceptable.
- j. All upholstery shall be pull-down style, and shall be held in place with the Freedman "EZ" cover system. No special tools are needed to remove or replace covers.
- k. Aisle arm rests shall be included.

B. Mirrors

1. Exterior Mirrors

i. Roadside:

Roadside rearview mirror shall be Hadley model 913. Mirror is a dual arm design in stainless steel. Mirror shall be door mounted breakaway type. The mirrors shall be heated remote flat with manual adjusted split convex feature. Mirror shell size shall be Hadley model 9x13. Bracket shall be mounted to door side using the OEM hole pattern. Mirror head is constructed of high impact ABS. Glass shall be attached using locking rings for ease of replacement.

j. Curbside:

Curbside rearview mirror shall be B&R model 913. Mirror is a dual arm design in stainless steel. Bracket shall be mounted to fender using a six hole mounting pattern. Bracket shall be aluminum powder coated texture black. Mirror head constructed of high impact ABS. Glass shall be attached using locking rings for ease of replacement. Mirror arms shall breakaway for bus washing operations. Mirrors shall be installed to a rigid portion of the bus, in such a way to preclude vibration during regular service. Mirrors shall be properly supported with reinforcement brackets to keep mirrors steady during service and eliminate breakage due to regular service vibration.

k. Switch:

Dual Control- #512

2. Interior Mirrors

For driver's viewing of the passenger compartment, a fully adjustable rear view mirror shall be mounted within easy reach. Mirror Lite 7inch by 10 inch Part Number 62-710.

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C. Passenger Assists

All stanchions, overhead grab rails and modesty panels shall be designed and produced using 1¼" diameter 304 stainless steel tubing. Stanchions shall be fitted floor to ceiling per floor plan. A modesty panel assembly shall be fitted behind the entry door stepwell and as specified by floor plan.

D. Modesty Panels and Driver's Barrier

Modesty panels and driver's barrier, when specified, shall be ¼" thick, 28% density tinted plexiglass fitted to the 1¼" OD stainless steel tubing passenger assists.

E. Driver's Controls and Instrumentation

The driver's area shall consist of an ergonomically designed molded dash console and molded driver's console complete with an in-dash AM/FM radio with CD Player and the following controls and instrumentation. The control panel shall provide labeled and illuminated system control switches when equipped, such as headlights, dome lights, air conditioning, high idle, door control, etc. Instrument panel shall be equipped with speedometer, fuel gauge, engine oil pressure and coolant temperature gauge, and voltmeter. Telltale lights, which indicate charge system, rear anti-lock brakes, check engine, engine shutdown, parking brake, and high beam. A separate driver's area heater and air conditioning control panel shall also be provided.

F. Heating and Air Conditioning

1. Driver's HVAC

Driver's area shall be heated and/or cooled by a General Motors forced air heater/defroster and air conditioning system. The heater and defroster shall provide 26,000 BTU with 155 CFM airflow. The driver's air conditioning shall provide 17,000 BTU with 230 CFM. Both heat and cool shall be controlled by electric over vacuum dash mounted controls. The system shall have a 4-speed fan with fresh air mode. Windshield airflow shall be through molded dash air ducts providing even air diffusion.

2. Passenger Compartment HVAC

The bus shall be supplied with a Thermo King SA-Series split air conditioning system designed for semi-automatic control of cooling/heating or ventilation of the bus interior. The evaporator/heater shall be mounted in the rear interior of the bus, and the condenser unit shall be mounted underneath the chassis in the skirt location. The unit will be a low profile design and be 6" or less in height on top of the bus or 10" or less below the frame rail of the bus. The total weight of the rooftop unit will not exceed 73 lbs. The compressor and clutch assembly shall be belt driven from the bus engine. A/C controls provided to the driver shall be rotary switches or

The cooling performance of the main system and the dash system together shall be adequate to maintain the interior

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temperature below 80 °F, under all normal bus operating conditions, in ambient conditions up to, and including, 105 °F with a full seated passenger load and one driver. In ambient temperatures above 105 °F the interior temperature may rise 1 °F for each 1°F rise in ambient temperature above 105 °F. The system shall have condenser coils large enough to support full system operation in ambient temperatures up to 130 °F.

The net delivered cooling capacity of the two combined systems must be adequate to meet the general cooling requirements of the bus. A load analysis of the bus with the expected passenger loads must be presented to demonstrate the balance of the bus load and the cooling system. In lieu of the above, the main unit alone must deliver a net cooling capacity of 46,000 BTUs 82,000 BTU/Hr (IMACA) for the SA-800 unit.

In the ventilation and/or cooling modes, the unit will evenly distribute air from the discharge vents of the front of the unit. This air shall be 100% re-circulated air - no outside air is utilized by the main evaporator unit. Return air shall be from the rear of the unit.

In the heating mode, the unit will evenly distribute the air from the discharge vents of the front of the unit and into the bus at the ceiling. This air shall be 100% re-circulated air. Return air shall be from the rear.

The driver's evaporator/heater/defroster unit shall deliver air into the bus at the base of the front windshield to meet the requirements of SAE Recommended Practice J382, Windshield Defrosting Performance Requirements, and shall have the capability of diverting heated air to the driver's feet and legs at a combined rate of 500 cubic feet per minute (CFM). This unit shall have a damper(s) with cable/lever controls that allow the driver to select 0% to 100% fresh air intake. All outside and interior air shall be filtered, heated and/or cooled prior to being delivered into the bus.

All air circulated by the air conditioning and heating units shall be filtered prior to introduction into the passenger compartment. The air filter shall be easily serviced and be cleanable and reusable. The filter material shall be fire retardant meeting the requirements of FMVSS 302.

The bus temperature and electrical controls shall provide semi-automatic cool, heat and vent functions. The electrical controls shall monitor the air conditioning systems critical pressures, and bus interior temperature

Driver A/C control switches, including fan speed switch and thermostat shall be mounted at a convenient location on the driver's console.

Evaporator motor fan speeds (high/medium/low) shall be controlled utilizing a rotary switch located at the driver's console. When the driver's fan speed switch is in any fan speed position (excluding off), the A/C system will control the bus interior temperature by cycling the compressor clutch on and off as determined by the temperature setting of the

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thermostat.

The electrical controls shall consist of reliable electromechanical relays, contactors, bi-metal control circuit breakers and terminal board for trouble shooting. Electrical controls shall be located for ease of maintenance and servicing, however they shall not be accessible to the driver or passengers.

The bus temperature and electrical controls shall provide auto, cool, heat and vent functions. The electrical controls shall monitor the air conditioning systems critical pressures, return air, ambient air, and bus interior air temperature.

The driver A/C control panel shall be mounted at a convenient location on the driver's console.

When the driver's display is placed in the cool mode, the A/C system will control the bus interior temperature by cycling the compressor clutch on and off as determined by the temperature setting of the thermostat. When the driver's display is placed in the vent mode, the main evaporator unit will circulate air within the bus. When the driver's display is placed in the auto mode, the A/C system will control the bus interior temperature by cycling the clutch to provide cooling or cycle the hot water valve and boost pump to provide heating as required. When the driver's display is placed in the heat mode, the A/C system will control the bus interior temperature by cycling the hot water valve and boost pump to provide heating. The evaporator motor fan speeds (high/medium/low) shall be controlled utilizing the driver's display at the driver's console.

The electrical controls shall consist of reliable electromechanical relays, contactors, bi-metal control circuit breakers and terminal board for trouble shooting. Electrical controls shall be located for ease of maintenance and servicing, however they shall not be accessible to the driver or passengers.

HVAC system diagnostics and alarm codes shall be available from the driver's display and connection via laptop.

The bus temperature and electrical controls shall provide fully automatic cool, heat and vent functions. The electrical controls shall monitor the air conditioning systems critical pressures, discharge air, return air, ambient air, and bus interior air temperature.

The driver A/C control panel shall be mounted at a convenient location on the driver's console.

The setpoint of the HVAC system shall range between 62° and 82° F, and either be selectable by the driver or locked at a prescribed temperature.

The electrical controls shall consist of reliable electromechanical relays, contactors, bi-metal control circuit breakers and terminal board for trouble shooting. Electrical controls shall be located for ease of maintenance and servicing, however they shall not be accessible to the driver or passengers.

HVAC system diagnostics, alarm codes, and suction and

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discharge pressure shall be available from the driver's display and connection via laptop. The control system shall be capable of broadcasting functional and alarm information to the bus via J1939.

The air conditioning condenser and evaporator unit frames shall be constructed of galvanized and/or aluminum. All hardware shall be 300 series stainless steel to protect against corrosion. Neverseal (or equivalent) antiseizing lubricant shall be applied to the threads of all stainless steel hardware during unit assembly to prevent thread galling.

The condenser heat exchangers shall utilize brazed aluminum microchannel technology. The evaporator coils shall use 3/8 inch outside diameter inner-grooved tubing and lanced aluminum fins for optimum heat transfer capability.

The electric motors shall be permanent magnet, 12vdc design. Motors shall be capable of three speed operation. The evaporator fan motors shall operate at high speed during heat mode and high speed during cool and vent modes. Evaporator blowers shall be forward curve, double inlet centrifugal type. Condenser fans shall be axial flow type.

The unit shall have a 16 cubic inch disposable liquid line filter/dehydrator having maximum moisture absorbing capacity for use with R134a refrigerant. The liquid line filter/dehydrator will also incorporate a sight glass to determine proper refrigerant level and a moisture indicator to indicate the presence of moisture in the refrigerant system.

The expansion valve shall be externally equalized. The superheat shall be factory set, requiring no field adjustment. The expansion valve bulb shall be clamped to the suction line in the evaporator compartment and insulated from the effects of surrounding air temperature. The expansion valve body shall be properly secured and mounted for ease of access.

Suction, discharge and liquid line hoses shall be provided to connect the air conditioning condenser, and evaporator units to the compressor. The hoses shall be Aeroquip GH134 polyamide veneer construction with Aeroquip E-Z Clip tube-o type fittings with swivel connections. O-ring material must be compatible with HFC (R134a) refrigerant and polyolester (POE) or PAG oils.

The air conditioning system shall be equipped with the following protective devices:

High pressure cutout switch:	<u>Refrigerant R134a</u> 350 PSIG-open 275PSIG-close
Low pressure cutout switch:	10PSIG-open 20PSIG-close
High pressure relief valve :	500 +50/-0PSIG- open

The HPCO and LPCO switches shall interrupt the compressor clutch energizing circuit.

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The evaporator blowers, dryer, expansion valve, refrigerant fittings tie in, relays and control board shall be accessible from the interior of the bus. All refrigerant maintenance items will have mechanical fittings. The return air filter will also have easy accessibility inside of the bus.

The main air conditioning system shall be provided with a swash-plate type compressor and clutch assembly mounted on the bus engine and belt driven from the engine crankshaft pulley. The compressor clutch shall be capable of cycling on/off at all engine operating speeds. PAG oil shall be used. High and low refrigerant pressure cutout switches shall be mounted in the unit, and easily accessible for service. An oil separator shall be used to maintain an oil level in the compressor under all operating conditions.

All unit wiring shall be UL758, style 3173/3196 having copper strands with tinned alloy coating rated for up to 600 volts. The insulation shall be cross-linked polyethylene, rated for 125 degrees C and shall be white in color with permanent video jet ink dot matrix style or hot stamp number coding the entire length at a spacing of 1 to 3 inches.

G. **Wheelchair**

1. **Wheelchair Accommodations**

Two (2) wheelchair securement areas are required and must be located as close to the wheelchair loading system as practical. Each wheelchair securement area must have a minimum clear floor area of 30" by 48". The wheelchair securement area must be sufficient to accommodate large wheelchairs and allow for easy securement. Maneuvering room inside the coach shall accommodate easy travel for the passenger in a wheel chair from the loading device through the coach to the designated parking area, and back out. No portion of the wheelchair or its occupant shall protrude into the normal aisle of the coach when parked in the designated parking place. As a guide, no width dimension should be less than 34 inches, areas requiring 90 degree turns of wheelchairs should have a clearance arc dimension of no less than 45 inches and in the parking area where 180 degree turns are expected, space should be clear in a full 60-inch diameter circle. A vertical clearance of 12 inches above the floor surface should be provided on the outside of turning area for the wheelchair foot rest clearance. The exit signal shall be no higher than four (4) feet above the floor of this area. Lights shall be provided above doorway equipped with the wheelchair elevator to floodlight the loading area. The lamps shall illuminate the street surface to a level of no less than one (1) foot candle for a distance of three (3) feet outward from the lowest step tread edge. Two wheelchairs shall be accommodated with tie down & securement devices. Each

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wheelchair position shall have a seat belt able to secure around the wheelchair and its occupant. The seatbelts shall include a retracting device positioned to keep belts off the floor and allow for maneuvering of wheelchair into position. The Contractor shall provide a plan including drawings for entry, maneuvering, parking, and exiting of wheelchair passengers, as required in the Proposal Form, Part B.

2. 60,000 BTU Heater

Two Hot water, forced air, 60,000 BTU systems with 450 CFM undiffused airflow. Heater shall be located per floor plan under seat.

3. Wheelchair Accessibility System

The design must meet all Federal A.D.A. regulations, when required. This system shall provide for a safe and comfortable accessibility for disabled passengers.

4. Braun Wheelchair Lift Model NCL9541B3454-2

The Wheelchair shall be a Braun Century Two Model NCL9541B3454-2

The wheelchair lift is compliant with Federal Motor Vehicle Safety Standard 403 for platform lift systems for motor vehicles. The lift shall have been tested to a minimum static load of 2400 pounds. The lift shall have 1000 pound rated lifting capacity. The base plate shall be a corrugated designed member to provide rigidity to minimize lift deflection when placed under load.

The power supply shall be a 12 volt electro-hydraulic system operating two single-acting cylinders. The hydraulic power pack system shall be of modular design allowing for easy removal and field replacement, if needed. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions. The power operation of the hydraulic cylinders shall be of a pull-type design for smooth lifting operation and improved synchronous arm movement. The pivot pins in the trunnion (knuckle) of the pivot arms shall be of stationary design. The hydraulic system shall be regulated by two separate relief valves, one of which is designed to prevent accidental stowing when occupied.

The hand control for lift operation shall be of a one-hand operation design made of durable plastic. The hand control will provide user with illuminated functions. The hand control cable shall be coiled with quick-change connections for ease of maintenance or field change.

A manual back-up system shall be provided to ensure operation of the lift in case of electrical failure. The backup system shall provide a reliable means of manually raising and lowering the lift while occupied. The back-up system shall fold

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and unfold the platform. The back-up pump shall be integrated with the hydraulic power pack system such that no hydraulic lines or fittings are required.

The platform shall be of steel construction and the surface shall be of see-through grating allowing for improved visibility and safer use in inclement weather. The platform shall have a minimum usable wheelchair passageway width of 34 inches and a minimum usable length of 54 inches requiring a 61 3/4 inch vertical clear door opening. The sides of the platform shall be a minimum of 2-1/2 inches high.

The platform shall be automatically folded and unfolded and fully automatic in operation. The platform shall allow both inboard and outboard facing of wheelchair and mobility aid users. The platform entrance ramp shall be extruded aluminum for weight savings, have a rubber leading edge and raised ribs for traction. The outer barrier must not raise if occupied with 25 lbs. The outer barrier shall be the sole outboard wheelchair retention device and shall be interlocked and comply with the FMVSS 403 requirements. Dual handrails shall be provided to add security and convenience. These handrails shall be 1-1/4 inch minimum diameter, minimum 30 inches in height, minimum of 8 inches in length, and withstand a 100 pound force in any direction (including vertical) without permanent deformation. The lift must have a failsafe system to prevent stowing if solenoid welds. The platform shall have "built in" lighting to meet 404 platform lighting requirements with no auxiliary lighting.

All lift components shall be finished with a baked-on powder coating, which will meet a salt spray test of 1000 hours, to provide corrosion resistance and a long service life.

H. Wheelchair And Passenger Restraint System

The wheelchair securement shall be a Q-Straint QRT Deluxe. The securement device shall meet all local, state and federal standards. The restraint system shall be of the retractor type and comply with the ADA, SAEJ2249 and ISO 10542. Securing retractors shall be Automatic Self Locking and Self-tensioning. All for retractors shall be the same in design, size and shape to avoid confusion in placement and be interchangeable. The Retractors do not require knobs for tightening. That will be done through the Automatic self-locking, self-tensioning feature. If knobs are part of the retractor they must be zinc, hard dual knobs (to prevent cracking) but never have to be touched by the attendant for the system to lock. Retractors shall have "J" style speed hooks for attachment to the wheelchair or mobility device. Track fittings for the floor shall be a three (3) stud (for increased strength) "L" track, angle flat hooks for the floor pocket, or A/E track fittings. The tracks in the floor shall run front to rear of

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vehicle. The retractors and belts shall be serialized and include a warranty card for traceability. The retractor shall be under a limited warranty for a period of not less than 2 years. The outer casing or housing shall be made of a hard durable metal with a silver finish. Retractor housings shall allow for easy access to internal components for servicing or maintenance. The retractor shall have the ability to swivel to accommodate more easily the smaller or larger wheelchair. Retractors should sit at an angle between 30-60 degree to chair from the floor. Video showing how to use the retractable system is required. Positive Crash test results using a surrogate wheelchair must be submitted upon request.

I. Wiring and Terminals

OEM vehicle wiring shall remain unchanged to the greatest extent practicable consistent with requirements of these specifications. The following paragraphs refer primarily to Vendor installed systems, materials, equipment and components. In no case shall the Vendor remove or modify in any manner any OEM installed equipment to meet the requirements of this Section without prior approval from the Procuring Agency. The Vendor shall indicate with bid submittal if the Vendor intends to remove or modify in any manner any OEM installed equipment to meet the requirements of this Section

Wiring and terminals shall meet or exceed current federal and state vehicle requirements and be amply sized for both mechanical strength as well as to carry required electrical currents without significant voltage drop. Electrical components, wiring, materials, terminals and installation practices shall meet or exceed chassis OEM vehicle standards as a minimum, unless in conflict with these specifications in which case these specifications shall take precedence.

All wiring between major electrical components and terminations, except battery wiring, shall have double electrical insulation, and shall be waterproof. Double insulation shall be maintained as close to the terminals as practicable. The requirement for double insulation shall be met by wrapping harnesses with plastic electrical tape or by sheathing all wires and harnesses with nonconductive, rigid or flexible conduit.

Insulated wiring shall conform to current SAE Standards J1127 and J1128. Insulation material shall be upgraded to the next grade higher than that needed for the maximum ambient temperature of 200°F of its on-vehicle environment, per Table 1 of SAE Standard J1292, latest edition.

Non-OEM insulated wiring shall be color coded to the maximum extent practicable for easy identification of system functions and permanently number coded at 6-inch intervals with no duplication of numbers between functions. Each wire's gauge, color, and number code, and SAE type (GPT, HDB, SXL, etc.) shall be referenced on

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electrical diagrams covering all Vendor-installed electrical systems and their connections to chassis OEM electrical systems (if applicable). Aftermarket air conditioning industry practice of all white insulation is acceptable only for this specific system's wiring subject to all other requirements of Section 2.11.5.

Electrical connectors shall be highest quality, heavy-duty, automotive commercial grade, pre-insulated type, or approved equal, incorporating thermoplastic insulation covering the connection of wiring and terminal. Any non-OEM electrical connector added by the Vendor at the engine, transmission, or engine compartment; at any device exposed to weather; or at the main circuit breaker/fuse panel shall be an all-weather, waterproof environmental connector with minimum temperature rating of 257 degrees F. In no case shall the Vendor remove or replace an existing OEM electrical connector to meet this requirement without prior approval from the Procuring Agency. Terminals shall be installed with a tool which will not release until the crimp is tight. Push-on interlocking type terminals shall incorporate insulation grips and be fully enclosed by lock-on type thermoplastic shields. Non-shielded blade terminals, butt connectors, and T splices are not acceptable. Push-on terminal interlocking may be provided either by female terminal detent catch, designed to engage the male blade, or by snap catches incorporated into the terminal shields. Detent engaging connectors are required for single and dual (polarized) terminals regardless of catches in terminal shields. Multi-terminal blocks of three or more blades may utilize snap catch type block terminal shields.

Non-OEM wiring shall be continuously enclosed in non-metallic loom meeting current SAE standard J562a and be adequately supported and routed for protection from heat, water splash, moisture, solvents, corrosion, road debris, abrasion, and tension. Connectors in areas exposed to the elements or subject to moisture shall be protected by heat-shrink tubing and coated with silicone grease. If heat-shrink tubing cannot be used, such as on frame ground point, the connector shall be coated with silicone grease. Wiring shall be of sufficient length to permit proper positioning as well as replacement of terminals at least twice without excessive tension. Grommets of elastomeric material shall be provided at points where wiring penetrates metal or other materials with acute edges. Wiring shall be adequately supported and clipped. Clips shall be shielded with elastomeric material to prevent their cutting of wire insulation. Clips shall not be damaged by heat, water, solvents, or chafing.

All wiring harnesses over five feet long that contain at least five wires shall include 10 percent (minimum of one wire) extra wires for spares.

Battery cables shall be sized in accordance with SAE J2202 and shall be Type SGX meeting current SAE Standards J1127.

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Grounding of components shall be through polarized, shielded terminals wired to main structural ground points. Grounding through hinged doors or covers of any type is not acceptable. Ground points shall be bolted to main structure free of paint, oil or rust, and coated with silicone grease or comparable rust inhibitor after fastening.

The battery shall be grounded to the vehicle chassis/frame at one location only, as close to the battery or batteries as possible. When using a chassis ground system, the chassis shall be grounded to the body in multiple locations, evenly distributed throughout the vehicle to eliminate ground loops. No more than four ground connections shall be made per ground stud. Electronic equipment requiring an isolated ground to the battery (i.e., electronic ground) shall not be grounded to the chassis.

All OEM circuits shall be protected by manual reset circuit breakers, blade or cartridge fuses, or fusible links. All non-OEM circuits (those added to the OEM chassis), except for those involved in engine startup, shall be protected by manual reset circuit breakers or other suitable circuit protection devices. Vendors shall provide with bid submittal a listing of the specific protection device (manual circuit breaker, cartridge fuse, etc.) used on each of the circuits added to the OEM chassis and a justification that each protection device is adequate for the circuit being protected. Circuit protection devices shall be permanently labeled by component or function and installed at a single, protected, easily accessible location within the vehicle. Fuses shall be contained in a fuse block with holders for one spare fuse of each amperage utilized and they shall be easily accessible for replacement. Location and connection of any add-on circuit breaker panel(s) shall be included in the "as built" electrical manuals and schematics, and are subject to review and final approval by the Procuring Agency prior to production.

Electrical components which may require servicing or replacement shall be readily accessible through access panels or covers. Installation of aftermarket electrical components and systems in the engine compartment shall be eliminated to the greatest possible extent. Aftermarket or OEM supplier electrical switches, relays, solenoids, circuit breakers and other electrical components shall be OEM highest quality, heavy-duty, automotive commercial grade components or approved equal.

XXXVIII. ADDITIONAL EQUIPMENT

The following additional equipment shall be provided on the vehicles as part of this specification

A. Automatic Tire Chains

The vehicle will be equipped with an Automatic Chain System meeting the following specification

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1. Chain Unit

There will be one driver's side and one passenger's side chain unit. The chain unit will be delivered fully assembled with the following components:

- a. An air cylinder containing one diaphragm, one return spring, one pushrod and a collapsible dust boot held in place with an Oetiker style retainer to prevent foreign material from entering the air cylinder. The cylinder will be assembled with a two-piece cylinder clamp. The air cylinder will be cast aluminum and the lid will be threaded to receive a 90-degree DOT approved air fitting. The cylinder and lid must be anodized for corrosion resistance. Each cylinder will have 6 strengthening ribs. The cylinder wall thickness will be a minimum of 6mm.
- b. An extension rod and ball joint assembly that is fastened to the cylinder pushrod by means of a left hand thread. The ball joint must have a provision for greasing.
- c. A swing arm that is connected to the ball joint assembly with a nylock lock nut on one side and is fastened to the cylinder bracket at the pivot point. The arm will be supported by 2 greaseable arm bushings. The arm will be one-piece hardened alloy material that is formed in such a fashion that it allows the chainwheel to contact the vehicle tire at the tire bulge.
- d. A chainwheel that is fastened to the arm with one 20mm bolt that is hardened to Metric Grade 8.8 along with a hardened lock nut. The bolt will also come with one chainwheel spacer for wheel height adjustment. The chainwheel will be constructed of a one-piece cast aluminum center hub that contains two maintenance-free sealed bearings. The circumference of the chainwheel will be rubber coated so that it may ride on the inside of the vehicle tire without causing any damage to the tire. There will be 6 lengths of chains each containing up to a maximum of 10 links welded to a single steel ring at 60-degree intervals. The steel ring will be bolted to the center hub with 6 Grade 8 cap screws and locknuts. Each length of chain will contain up to 10 twisted links that are square-cut to provide for maximum traction in forward and reverse. Each chainwheel will be delivered with a chainwheel helmet to protect the chainwheel bearing and casting.

2. Mounting Bracket Assembly

There will be one driver's side and one passenger's side mounting bracket. The mounting bracket will be constructed of ASTM A36 steel that is 5/8 inches in thickness and will be one piece. The mounting bracket will include 5 holes for mounting. Three of these holes will be for attachment to the rear suspension and two of the holes will provide for attachment of

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the chain unit. Two grade 8 hardened cap screws; lock nuts and flat washers will be provided for the attachment of each chain unit. The bracket will attach to three of the four U-bolt legs via certified Grade 8 coupling nuts, manufactured in accordance with SAE specifications, designed in such a way that they may be threaded onto the U-bolt legs on one side of the nut and allow the mounting bracket to be bolted to the opposite side of the nut. All hardware including the coupling nuts must be certified Grade 8 and have zinc yellow chromate coating for corrosion resistance. A "Phase 1" style mounting bracket that is attached via the OEM U-bolt nuts will also be acceptable as long as the hardware and material specs are the same as above

3. Extreme Duty Automatic Tire Chains

An extreme duty Automatic Tire Chain System must be offered for extreme duty applications. An Extreme Duty Chain System must utilize a hardened steel pin and brass cap arm pivot, reinforced cylinder brackets, reinforced swing arms, and 3/4" ASTM A36 steel mounting brackets and 3/4" mounting hardware if needed.

4. Solenoid

A continuous duty solenoid must be provided that, when activated by the dashboard switch, opens and allows compressed air to flow to the chain units. Compressed air will be delivered to the solenoid from the vehicle's air tank. The air source to the Onspot system MUST BE pressure protected. The air electric solenoid must be 12 volts and draw no more than 1.5 amps. The solenoid must comply with NFPA 1917 and have a diode suppressed coil. The solenoid must have a muffler/filter to keep debris out of the solenoid and be sealed to the body of the solenoid via a rubber gasket. Electrical wire shall be in accordance with NFPA 1901 standards.

5. Dashboard Switch

A 12-volt dashboard switch will be provided so that the operator may engage the chains from the driver's seat. The switch must be lighted to indicate when the chains are engaged. The switch must come complete with a switch guard to avoid accidental engagement of the automatic chains. The switch guard must be properly labeled. A dashboard sticker with operating instructions must be provided.

6. System Connection Components

The system will be delivered with all wire, fittings, and tubing necessary to complete the installation. Documentation must include mounting instructions, warranty card, and operating instructions via a dashboard sticker as well as a card or booklet that outlines operating and maintenance instructions for the Fleet Manager. A CD-ROM with installation, maintenance and operating instructions must be available. The system will carry a one-year warranty covering any defects in material or workmanship.

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7. Compressed Air System

The supplier will include a 12-volt compressor kit to include a 12-volt electric continuous duty air compressor with .35 CFM minimum output and have an internal thermal protection switch. A pressure switch will be supplied so that the system can maintain a minimum of 90 PSI. A storage tank with mounting brackets shall be included that will hold 600 cubic inches of air. Build up time from 0 PSI to 90 PSI MUST be less than 5 minutes. This kit will include its own wire, hose and fittings.

8. Liability

The supplier must furnish proof of Product Liability Insurance upon request.

9. Product History

Product must have been in production for a minimum of 35 years. The product MUST be of U.S. manufacture in a factory that is ISO 9001: 2008 Certified.

B. Mobile Data computer

The mobile data computer shall be a Trapeze **Ranger** v4 (or approved equal), which, is a water resistant^{1,2} WinCE device that is equipped with color Touchscreen display, Compact Flash, smart card/magnetic card readers and USB host/ device port. Application software can be custom-designed making it adaptable to a wide variety of applications. It has an optional internal wireless modem for HSPA or EVDO networks. Internal GPS allows Ranger to be used for vehicle navigation, AVL (Automatic Vehicle Location) and/or Computer Aided Dispatch systems for fleet applications..

The units should be mounted on the console, in such a manner that they can be easily operated from the driver's seat.

These units shall be equipped with a roof mounted antenna that is mounted to the roof in the front, curb side of the vehicle. This antenna shall be connected to the unit

These must be compatible with the software listed below:

1. XGate
2. XMobile Manager
3. Ranger Mobility Application
4. FastNav
5. Scheduling System Interface

This equipment must be supplied with any necessary software licenses to operate the software.

C. Child Monitoring System

Each Van must be provided with the EP1 Child Check Mate (or approved equal) Child Monitoring System as follows:

The system shall be designed in a manner that eliminates the need to run any wires the length of the bus, resulting in fast and easy installations. This system gives the driver as much time as needed to walk to the back of the bus to perform the child check.

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The System must have the following characteristics

- Plug and Play Design
- Completely Customizable
- Flexibility to work with the Driver's Routine
- Durable Construction to withstand both extreme climate and severe driving conditions.

D. Security Camera System

The Van shall have a Security Camera system compatible with the System installed in RIPTA's Current Fleet. The current system was provided by Fortress System International. Following is the contact information:

Fortress System International
3801 Rose Lake Drive
Charlotte, NC 28217
Telephone: (800) 437-3920

E. Special Tools

1. Panasonic Toughbook 53 (4 each)

This laptops shall have a Core i5 3340M 2.7 Ghz Windows 7 Professional pre installed with 4 GB RAM, 500 GB HDD, DVD Super Multipedia 14 inch wide 1366 x 768/HD Intenn HD Graphics 400 Bluetooth capabilities.

2. Diagnostic Tools

- a. 2 MDI units (Part Number EL-47955)
- b. 1 Cylinder Head Leak Tester (Part Number J-35667-A)
- c. 1 Cylinder Leakdown Adaptor (Part Number J-35667-9)
- d. 1 Compression Gauge (Part Number J-26999)
- e. 1 Oil Pressure Switch Socket (Part Number J-41712)
- f. 1 Crankshaft Rear Oil Seal Remover (Part Number J-44641)
- g. 1 Crankshaft Rear Oil Seal Installer (Part Number J-44642)
- h. 1 Crankshaft Front Oil Seal Remover (Part Number J-44644)
- i. 1 Crankshaft Front Oil Seal Installer (Part Number J-44645)
- j. 1 Charge Air Cooler Tester (Part Number J-46091)
- k. 1 Breakout Box Adaptor (Part Number J-43799)
- l. 1 Compression Gauge Adaptor (Part Number EN-47603)
- m. 1 EGR Valve Cooler Tester (Part Number EN-48974-20)
- n. 1 Skip Shift Socket (Part Number DT-48827)
- o. 1 Engine Lift Bracket Set (Part Number EN-49397)
- p. 1-Pin Out Box (Part Number J-39700)
- q. 1 Injector Removal Tool (Part Number EN-49774)

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F. On-Line Access

The contractor shall provide five years on-line access to the GM Global for all Service Bulletins, Service Manuals, Capable of Flashing ECMs.

XXXIX. EMERGENCY EQUIPMENT

The bus shall be equipped with the following emergency equipment:

- A. 10lb. ABC rated fire extinguisher
- B. 24 unit first aid kit
- C. Body fluid cleanup kit
- D. Belt cutters for wheelchairs belts
- E. Triangular hazard kit
- F. Rubber wheel chock blocks.
- G. Small Plastic Bucket to hold Wheelchair Restraints.

XL. FLEX SERVICE OPTIONS

The Flex Service Van shall contain all of the components of the Paratransit Van. The vehicle shall also include the following items.

A. Display Signs

A TwinVision “Smart Series”, automatic electronic Passenger Information Display Sign System or approved equal shall be furnished and installed in the Bus. The System shall consist of:

- 1. **Front Sign:**
16 rows x 160 columns Amber LED; display height minimum 6.1 inches, display width 47”.
- 2. **Side Sign:**
14 rows x 108 columns Amber LED; display height minimum 4.2 inches, display width 42”.
- 3. **Rear Sign:**
16 rows x 48 columns Amber LED; display height minimum 6.1 inches, display width 17”.
- 4. **Operators Control Unit (**
OCU) with integral USB port
- 5. **Cables and Accessories**

The Front Sign shall be mounted on the front of the Bus, near the top edge of the body, behind windshield protection, and in an enclosed but accessible compartment provided by the Bus manufacturer.

The Side Sign shall be located on the right side of the Bus near the front door either mounted near the top of an existing window or in a separate enclosed but accessible weather-proof compartment provided by the Bus manufacturer.

The entire display area of all signs shall be readable in direct sunlight, at night, and in all lighting conditions between those two lighting extremes, with evenly distributed illumination appearance to the un-aided eye.

The system shall be microprocessor-based utilizing approved bi-directional serial communications such as S.A.E

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1708 and shall utilize error detection techniques within the communication protocol. Communication within and between the sign elements shall be over an RS485 interface.

A Master Controller Board shall be mounted in the front sign. Independent Sign Driver Boards shall be mounted in the front & side destination sign. The Master Controller Board and the Sign Driver Boards shall be capable of accepting updated firmware levels via direct programming using a USB key and loaded through the USB port located on the OCU. Each sign circuit must be fused at the Master Control Panel with a visual indicator showing communication and power status. The Master Controller Board shall be capable of sending discrete outputs indicating system health to an onboard AVM system.

The system shall be capable of communicating with additional information devices, such as interior information signs, Voice Annunciation devices, farebox, etc.. The system shall provide for destination and/or Public Relations (P/R) message entry.

Flash memory integrated circuits shall be capable of storing and displaying up to 10,000 message lines. Message memory shall be changeable by the use of a "USB Key" sized according to the message listing noted herein. Download via a PCMCIA card or Memory Transfer Unit will not be accepted.

The System shall have the ability to sequentially display multi-line destination messages, with the route number portion remaining in a constant "on" mode at all times, if so programmed. It shall also be capable of accepting manual entry of Route Alpha/Numeric information on any/all signs.

The various Signs shall be programmable to display independent messages or the same messages; up to two destination messages and one public relations message shall be pre-selectable. The operator shall be able to quickly change between the pre-selected messages without re-entering a message code. Public relations messages shall be capable of being displayed alternately with the regular text and route messages or displayed separately.

An emergency message shall be activated by a push button or toggle switch (OEM provided) in a location to be approved by the procuring agency. The emergency message shall be displayed on signs facing outside the vehicle while signs inside the vehicle, including the OCU display, remain unchanged. The emergency message shall be canceled by entering a new destination code, or power cycling (after removal of the emergency signal). The status of the Emergency Message circuit shall be indicated by a light located on the front sign Master Control Panel.

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The programming software shall provide means of adjusting the length of time messages are displayed in 0.1 second increments up to twenty-five seconds.

Power to the Sign system shall be controlled by the Master Coach Run Switch. The signs shall operate in all positions of this switch except off. The signs shall internally be protected against voltage transients and RFI interference to ensure proper operation in the local environment.

6. Display & DISPLAY Illumination

All sign displays shall consist of pixels utilizing High Intensity Light Emitting Diodes ("LED"), for superior outdoor environmental performance, (of Amber illumination appearance of light wavelength of 590 NM). LED should be made of

AllnGaP II, superior UV resistant Epoxy lens and superior resistance to the effects of moisture. Each pixel shall have a dedicated LED for illumination of that pixel in all lighting conditions. The sign system shall have multi-level intensity changes, which adjust automatically as a function of ambient lighting conditions. There shall be no requirement for any fan or any specialized cooling or air circulation.

This LED shall be mounted such as to be visible directly to the observer positioned in the viewing cone, allowing for full readability 65 degrees either side of the destination sign centerline. The LEDs shall be the only means of illumination of the sign system. The LED illumination source shall have an operating life M.T.B.F. of not less than 100,000 hours. Each LED shall not consume more than 0.02 Watts.

The characters formed by the System shall meet the requirements of the Americans with Disabilities Act (ADA) of 1990 Reference 49 CFR Section 38.39.

7. Sign Enclosures:

All Signs shall be enclosed in a manner such as to inhibit entry of dirt, dust, water and other contaminants during normal operation or cleaning. Access shall be provided to clean the inside of the Bus window(s) associated with the Sign and to remove or replace the Sign components. Access panels and display boards shall be mounted for ease of maintenance/replacement. Any exterior Rear Sign enclosure used shall be made of Polycarbonate material containing fiberglass reinforcement. The vehicle manufacturer shall comply with the Sign manufacturer's recommended mounting, mounting configuration, and installation procedures to assure optimum visibility and service accessibility of the Sign System and System components.

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8. Electronic System Requirements:

All electronic circuit boards used in the Sign System shall be conformal coated to meet the requirements of military specification MIL-I-46058C. All Sign System light board components shall be certified to have been subjected to a "burn-in" test of a minimum of twelve (12) hours operation in a temperature of 140 degrees F. prior to final inspection.

9. Front Sign:

The Front Sign message shall be readable by a person with 20/20 vision from a distance not less than 350 feet for signs of display height greater than 8 inches and from a distance not less than 275 feet for display heights less than 8 inches. The Front Sign shall have a viewing cone of equal readability at 65 degrees on either side of a line perpendicular to the center of the mean plane of the display. The intensity of the illumination of the display pixels shall appear, to the naked eye, to be approximately uniform throughout the full viewing cone.

10. Side Sign:

The Side Sign message shall be readable by a person with 20/20 vision, from a distance of not less than 225 feet. The Side Sign shall have a viewing cone of equal readability at 65 degrees on either side of a line perpendicular to the center of the mean plane of the display. The intensity of the illumination of the display pixels shall appear, to the naked eye, to be approximately uniform throughout the full viewing cone.

11. Operator Control Unit (OCU):

An LT2u OCU Unit (Part number 906-2113-000) shall be used to view and update display messages. It shall be capable of being recess mounted on the Bus vehicle front Sign compartment access cover or in the driver's dash area. The OCU shall utilize a multi-key conductive rubber pad keyboard and be designed for transit operating conditions and a maximum depth of 1.25".

The OCU Unit shall contain a display of at least two-lines of 20-character capability. The OCU Unit shall contain an audio annunciator that beeps indicating that a key is depressed. The OCU Unit shall continuously display the message associated with the selected destination readings (except the emergency message feature as noted above).

The OCU shall also contain the capability to manually select the Block Number Sign information (from 1 to 4 Alpha-Numeric characters) to be sent to the Block Number sign, independent of any pre-programmed destination sign message information.

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The OCU shall contain a USB port which will accept the destination data upload programmed by the software package below.

12. Programming:

A WINDOWS® 2000/XP programming software package shall be supplied, under limited- use license, to generate message lists for the Sign system. The programming software package shall use the capacity of an IBM 486 or higher PC, having not less than megabyte of RAM, to allow the USB to be programmed directly from the PC.

The program shall be designed for ease of deleting and adding messages to a destination Sign list in a WINDOWS® 2000 Operating Environment.

The Programming Software shall be intuitive, of design to facilitate ease of training, and use context-sensitive help features. Reasonable on-site training support shall be provided with the software.

This software will provide capability for custom message writing by selection of preprogrammed standard variable width fonts. This allows for creation of a custom font by varying spacing between characters, words, or other message elements. This software also allows for creation of graphic displays with or without text; by selecting preprogrammed graphic Sign images and by allowing use of multiple fonts within the same message and graphic symbols placed anywhere within the display area.

13. Message Memory Transfer and Update:

The Sign system shall be reprogrammable on the Bus vehicle with the use of a USB Key. A key slot shall be provided on the OCU face for this purpose. The maximum reprogramming time for a 10,000 line listing shall be 30 seconds.

14. Message Listing

Upon receipt of the contract/purchase order the vehicle manufacturer shall supply to the Sign manufacturer, within 14 days, a list of the Message readings or listings such as to allow the Sign System to be preprogrammed with the correct readings.

Cables:

15. Spare Sign

One complete Destination sign and accessories listed in sections 1-14 shall be delivered packaged separately

16. Cables

The bus harness shall be of a point-to-point configuration between destination signs and shall be of a highly visible yellow color to enable quick and positive identification.

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B. Public Address System

The Contractor shall install a separate public address system with sufficient amount of speakers to be able to hear message(s) at the very rear of the coach with the engine running.

C. Stop Request

The complete coach shall have a stop request system. Lamp light shall be in the front of coach with an audible alarm. The system shall have no pull cords.

XLII. SERVICEABILITY

This unit must be designed and built with service in mind. The front full width hood shall open as a single panel. The hood in the open position shall be in front of the windshield. This access shall provide for service to the following systems and components:

Service check and addition of fluids for engine, transmission, and power steering oils, brake hydraulic fluid, coolant and windshield washer fluid, and batter water.

Components accessible for service shall be master lift circuit breaker, radiator, electronic control module, windshield wiper motors and brake interlock assembly.

Hood shall be latched by a primary cable release and secondary hand release.

Engine accessibility shall be through the interior sound deadened and heat insulated engine cover. Cover shall be neoprene gasket sealed and mechanical latch retained

XLII. CLASSES OF FAILURES

A. Class 1: Physical Safety

A failure that could lead directly to passenger or driver injury and represents a severe crash situation.

B. Class 2: Road Call

A failure resulting in an en-route interruption of revenue service. Service is discontinued until the coach is replaced or repaired at the point of failure.

C. Class 3: Coach Change

A failure that requires removal of coach from service during its assignments. The coach is operable to a rendezvous point with a replacement coach.

D. Class 4: Bad Order

A failure that does not require removal of the coach from service during its assignments but does degrade coach operation. The failure shall be reported by driver or inspector.

XLIII. LEGAL REQUIREMENTS

The coach shall meet all applicable FMVSS and all BMCS regulations in effect at the date of manufacture. The Contractor shall comply with all applicable Federal, State and local regulations. Local regulations are defined as those below the state level. In the event of any conflict between the requirements of this Specification and any applicable legal requirement,

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then the legal requirement shall prevail. The vehicle shall comply with applicable ADA requirements.

XLIV. OVERALL REQUIREMENTS

A. Accessibility

All systems or components serviced as part of periodic maintenance or whose failure may result in Class 1 or Class 2 failures shall be readily accessible for service and inspection. To the extent practicable, removal or physical movement of components unrelated to the specific maintenance and/or repair tasks involved shall be unnecessary.

Relative accessibility of components, measured in time required to gain access, shall be inversely proportional to frequency of maintenance and repair of the components.

B. Interchangeability

Components with identical function shall be interchangeable to the extent practicable. These components shall include passenger window hardware, interior trim, lamps, lamp lenses, and seat assemblies. Components with non-identical functions shall not be, or appear to be interchangeable.

C. Operating Environment

The vehicle shall achieve normal operation in temperature ranges of minus 30° F to +110° F, at relative humidities between 15 percent and 100 percent, and at altitudes up to 3,000 feet above sea level, and in harsh winter conditions involving ice, snow, slush, and road salt. Degradation of performance due to atmospheric conditions shall be minimized at temperatures below –minus 10° F and above 100° F. Special equipment or procedures (excluding use of ether for glow-Plug equipped diesels) may be employed to start the vehicle engine after a 12-hour or more exposure to temperatures below 0° F for gasoline engines and below 20° F for diesel engines, without the engine in operation. Speed, gradability, and acceleration performance requirements shall be met at, or corrected to, 85° F, 29.00 inches Hg, dry air.

D. Materials

All materials, specialties, equipment, component parts and accessories shall be manufactured using U.S. customary units of measurement and shall comply with the standard or specification of the appropriate U.S. technical or professional society or trade association or U.S. Government. All tests shall be conducted using U.S. Customary units of measure. Any exception to this shall be specifically concurred by the Authority subsequent to award.

Upon request of the Authority, the Contractor shall submit samples of materials for examination, tests, and concurrence.

All samples requested in this specification to be sent to the Authority, shall be delivered F.O.B. destination as designated by the Authority.

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Any one part or unit used in the construction of these buses shall be an exact duplicate in manufacture and design and construction of each of the buses in this Contract, unless the Authority agrees upon a change.

All reinforced fiberglass plastic components shall be color pigmented throughout, not just on the surface. Exceptions require the concurrence of the Authority. The fiberglass plastic components shall not have resin rich or resin poor sections.

XLV. GENERAL CONDITIONS

- A. All piping, tubing, cables, and wiring shall be properly bracketed.
- B. All mounting of assemblies and sub assemblies including the power plant and accessories shall be mechanically isolated to minimize the transmission of vibration of the body structure.
- C. All pipe fittings shall be of heavy-duty type and shall be designed to withstand the maximum pressure that could be generated under normal or overload conditions, within the air or fluid system of which they are a component.
- D. All burrs and sharp edges shall be dressed so as to prevent injury to passengers, operators and maintenance personnel.
- E. All interior sidetracks shall be dressed with end caps so as to prevent injury to passengers, operators and maintenance personnel.
- F. All clevises shall be removable and not welded to the rods. Exceptions require the concurrence of the Authority. Drain and filler plugs on rear axle, transmission drain and engine drain plugs shall be of the magnetic type, have hexagon heads, and be of high strength material.
- G. All aluminum surfaces not otherwise protected shall be anodized. Anodizing specifications shall require concurrence of the Authority subsequent to award.
- H. All welding shall conform with American Welding Society standard quality procedures and have a finished appearance where visible. The Contractor shall supply design prints of all critical weld areas to the Authority for production inspection purposes.
- I. All insulations, plastics and synthetic material shall be fire retardant and self extinguishing. The use of formaldehyde form insulation of bonding agents is precluded.
- J. All surfaces to which springs are attached shall be of such a pattern as to prevent excessive grooving or wear of parts.
- K. All grease and oil fittings shall be readily accessible for lubrication.
- L. Bolt projections through nuts shall not be excessive. Should there be a reason for excessive bolt projection, the bolts shall be double nutted. Bolts used with nylon insert lock nuts shall be sized to extend at least two full threads through the locking ring but shall not extend more than two threads beyond the length of the next longer bolt and shall require the concurrence of the Authority.

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- M. All sheet metal screws shall comply with ASTM and ASA recommendations relative to quality and installation. Phillips head sheet metal screws shall be avoided.
- N. Bosses on units of light construction, with threaded sections in which fittings or pipes are connected shall have hexagon or square shoulders which can be held with a wrench so as to eliminate damage to the unit.
- O. Specific manufacturer's recommendations as to the adjustment and settings shall be provided to the Authority before delivery of the first bus. Items such as air spring heights, voltage regulator, governors, engine tune-up date and any pertinent data shall be furnished to allow time to prepare service and inspection forms for initial bus inspection.
- P. All air, oil and water lines and openings into the equipment units shall be sealed, plugged or adequately protected against entrance of contaminants until connected.
- Q. The engine oil, transmission oil, and power steering filler positions shall be equipped with permanent identification tags which shall require concurrence of the Authority subsequent to award.
- R. Mounting of major assemblies including engine, transmission, axles, or power steering and suspension components shall be such that dismounting shall be easily carried out by conventional shop methods.
- S. All components, assemblies, and subassemblies shall be readily accessible for service, repair, removal and replacement.

XLVI. LUBRICATIONS

A lubrication list will be provided to the Authority indicating the Contractor's standard lubricants. If any lubricants used on the bus are not compatible with Authority lubricants, the Contractor shall be notified subsequent to award of any deviation, and such lubricants shall require the concurrence of the Authority subsequent to award.

All lubrication fittings shall be masked in order to keep them free from paint and undercoating. Fittings shall be located so as to be conveniently reached from a pit and/or hoist. All Zerk fittings shall be of the threaded type without using special adapters.

XLVII. GENERIC SPECIFICATIONS

The Contractor shall supply generic specifications within sixty (60) days of award for consumable items used in the manufacture of the coaches supplied by this procurement. These specifications will facilitate maximum sourcing for replacement parts equal to the original equipment manufacturer. Each item must be identified by an O.E.M. part number, supplier's part and/or model number and generic specifications. These specifications shall include information such as: performance, dimensions, capacities, material composition, finish, tolerance, viscosity, hardness, circuit diagrams, and other descriptions necessary to obtain replacement items equal to those used in manufacture.

Specifications shall be provided for the following:

- A. All fluids/lubricants

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- B. All filters
- C. Wheels
- D. Shock absorber
- E. Electric motors
- F. Brake drums
- G. Motor brushes
- H. Hoses/fittings
- I. Logic boxes
- J. Batteries
- K. Replacement body panels/doors
- L. Radiator
- M. Glazing
- N. Passenger doors
- O. Cleaning products
- P. Heater/defroster cones
- Q. Suspension bushings
- R. Bumpers
- S. Steering system
- T. Lamps
- U. Pins and bushings

XLVIII. MANUALS AND WIRING DIAGRAMS

The successful bidder must supply for each vehicle, ten (10) days before delivery, the following items:

1. a maintenance manual,
2. a customized parts manual,
3. a bus wiring diagram, and
4. an operator's manual.

XLIX. REFERENCES

Each proposal shall be accompanied by a minimum of three (3) references from transit/transit agencies presently operating vehicles similar to the proposed. References will include complete address, phone number, and contact person from each agency.

L. MAINTENANCE TRAINING.

The Contractor shall provide a complete training and instruction for the Authority's designated mechanics, service personnel, and supervisors covering preventative maintenance, troubleshooting, and repair of the buses the Contractor will be providing the Authority. The instruction program shall be in self-contained modules or subject areas with each module divided into two (2) phases: the pre-delivery phase and the post-delivery phase. Each module or subject shall be covered at least twice, unless otherwise noted. It is the Authority's intent that the post-delivery phase of each module be designed as a hands-on-troubleshooting on an actual bus.

As an example, the Authority may mandate sixteen (16) hours of training for a particular module or subject area, which may be divided into eight (8) hours of pre-delivery training and eight (8) hours of post-delivery training.

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The Authority will limit the number of personnel in each class to five (5) or less, so that the class size will be manageable. Personnel attending each module or class will be designated by the Authority with a list of attending individuals available to the Contractor.

On Line GMC Training shall be provided for sixteen technicians.

The Maintenance Training and Instruction Program should cover but not be limited to, the following areas:

- A. Orientation
- B. Electrical
- C. Engine
- D. Transmission, including Control System
- E. Air Conditioning
- F. Wheelchair Lift System
- G. Brake System

LI. CONTRACT AWARD

The contract will be awarded based upon evaluation factors listed below. The award will be for the base buy and the option(s) which will be exercised within one year of the award of the Base Buy; dependent upon the availability of funding.

A. Proposal evaluation

1. Price Proposal Evaluation Criteria

- a. Price offers will only be evaluated for those offerors whose technical offers have been determined to be technically acceptable.
- b. It is expected that this contract will be awarded upon a determination that there is adequate price competition; therefore the offeror is not required to submit or certify cost elements or pricing data with its proposal. This information may be requested, however, if deemed necessary by the Authority.

B. Proposal Evaluation Factors

1. Technical

Award will be based upon factors in addition to price and may not necessarily be made to the lowest priced offeror. The firm that is judged to be best qualified to render the services, price and other factors considered, will be selected. Responsible offerors will be evaluated in accordance with the following Evaluation Factors, which are listed in descending order of importance; i.e., that the total points for "a" is greater than "b" which is greater than "c", etc., through "c".

2. Structural Reliability and Life Cycle:

- a. Proposers shall provide data to permit the Technical Evaluation Panel to substantiate that the overall bus skeleton and subframe structures and components meet or exceed RIPTA's life cycle requirements. As a

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minimum, the following information is needed for product evaluation:

- i. Identification of materials, strength characteristics and welded details of all weldments.
- ii. Description of the design philosophy, including the identification of load bearing members, such as the basic body skeleton underframes, suspension systems, sheet metal skin, methods of joining, etc.
- iii. Results of structural tests and analysis reflecting the application of the following conditions:
 - aa. Minimum safety factor used.
 - bb. Static load (curb weight) of the vehicle being proposed and tested.
 - ccc. Dynamic load (amplification): Give the Impact loads relative to vertical and lateral loadings.
- iv. Stress range versus Cycle Life Relationship assumed for design detail.
- v. Demonstrate that the stress range levels in the proposed bus structure and components during service will not exceed their fatigue limits under constant cycle loading unless it can be verified to the Authority's satisfaction that the desired life cycle requirements will be achieved as a result of the information provided on the major variables for evaluation under this section.

3. Life Cycle Cost Considerations:

The following elements will be considered as the major variables for evaluation under this section:

a Vehicle and Component Service Life:

Proposed buss' life cycle cost will be evaluated based on the expected service life of the entire vehicle and major components. Cost figures may be prorated based on the years/miles of expected life and the cost of replacement of major components and/or the entire vehicle.

b Standardization and Interchangeability:

Use of the concept of standardization of equipment and interchangeability of repair parts allows the Authority to reduce or eliminate additional operating costs during procurement of new buses.

The contractor may submit alternative component types, subject to approval of the Authority, with such approval based upon component performance, initial cost, and life cycle cost effectiveness. Detailed technical specifications of products proposed as "approved equal"

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shall be submitted with the proposal. The Technical Evaluation Committee will consider the degree to which deviations from preferred components impact operating costs, inventory, special tools, training, ease of installation, maintainability, etc.

c. Parts Inventory:

The manufacturer is to provide a complete master list of parts, which the manufacturer considers to be minimum available inventory on the transit property to effectively and efficiently maintain the proposer's buses. Part description shall include OEM part number, Offeror's part number and nomenclature. The manufacturer will also provide an estimate of delivery time for supplies furnished by the manufacturer further defined as number of days from manufacturer receipt or order to delivery FOB, Providence, RI. The specified inventory will be for period of one month (30-day basis).

d. Maintenance Facility:

The manufacture shall provide a list of special facilities or modifications to existing facilities, which may be necessary to service the equipment and components included in the LCC evaluation (such as a fixed hoist and inspection pits).

e. Tools and Equipment:

The manufacturer shall provide a list of tools and equipment, which are unique and necessary to the maintenance and repair of the manufacturer's equipment are to be identified and cost estimates provided for each item. This shall include OEM part number, offeror's part number and complete nomenclature for all such tools and equipment.

f. Special Training (Mechanic)

The manufacturer shall identify components and systems, which are unique to vehicle offered with sufficient information to determine the type and length of familiarization and technical training necessary. Also, note the proposer's ability to provide the training necessary.

g. Life Cycle Cost:

Drivers to include fuel cost, engine, transmission, and the life cycle cost of providing preventive maintenance. Proposers shall provide with their proposal the requested information in Attachment III, titled "Life Cycle Cost Evaluation considerations", respectively, in detail.

i. **Design Reliability Factors:** Proposers shall list vehicle design and construction factors and components which enhance vehicle reliability and

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maintainability of the buses being proposed, e.g., built-in diagnostic system, anti-corrosive materials, high speed fueling capability, ease of component installation, etc. Proposer shall also provide a description and brief synopsis of the enhancement(s).

- ii. Responsiveness of Proposer:
 - aa. Adherence to Specifications.
 - bb. Warranty Provisions
 - cc. Manufacturer's after-sales support capabilities, e.g. training, user education, repair parts, vendor support, etc. The successful Proposer shall be required to provide service support during and after delivery of the buses.

4. Technical Approach

- a. Technical approach.

production plan, schedule and capacity; Engineering expertise; Organization of personnel and facilities. Demonstrated production schedule performance, capacity of staff and facilities to include contract workload for the next two years.
- b. Quality Assurance Program/Quality Control Plan and Organization proposed for this contract. Address the following:
 - i. Organization Chart
 - ii. Documentation/Design Control Procedures
 - iii. Tests and Inspection
 - iv. Subcontractors Controls
- c. Past manufacturing experience/customer references.

Provide the number of similarly sized, type and designed production buses that have been built at the factory, which will be used to produce RIPTA's order. Provide product performance references from at least ten customers or properties who have purchased comparable model bus being proposed in this procurement.

5. Manufacturing Capability

The offeror shall possess a manufacturing facility, which can satisfactorily support the delivery schedule for the buses in the contract.

The offeror shall demonstrate adequate staffing, management, technical, quality control, administration and manufacturing for the manufacture of the buses according to the terms of the contract.

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6. Notes

Failure to achieve an acceptable rating for any one of the following technical evaluation factor categories may result in a determination by the Contracting Manager that the proposal is not technically acceptable:

- d Structural, Lifecycle Design,
Design Reliability, Specifications Adherence, After Sales Support, Technical Approach/Engineering Expertise, QA Program, Customer References/Past Mfg. Experience, Manufacturing Facility, and Manufacturing Staff/Employees.
- e Alternative vehicle components,
subsystems, parts and ancillary equipment that are determined during the evaluation process to be equivalent (brand name or equal/acceptable equals) to those required in the Technical Provision will be accepted.
- f Proposers are encouraged
to equal or exceed Technical Provisions requirements and to propose against the preceding list of Technical Evaluation criteria for which requirements may not have been detailed in some instances.
- g Sufficient technical detail
must be included with proposals to permit their evaluation against each individual item of the Technical Evaluation Criteria. All required technical references and drawings must be included. Specifics must be provided for Authority staff and consultant engineering evaluation. Failure to include sufficient detailed information may result in lower ratings during technical evaluations or disqualification.

LII. PRICING SCHEDULE

The Offeror is requested to complete and execute the pricing schedule, which is located in Section VI and includes the pricing schedule in their proposal. The Contractor shall be liable for payment of the local taxes applicable to the complete coach as delivered and should include these amounts in his bid price. The Authority shall be liable for any taxes applicable to the complete coach as delivered that are promulgated and become effective between the date of proposal closing and the delivery date.

LIII. DELIVERY PROCEDURE

Delivery shall be determined by signed receipt of the Authority's designated agent (s), the Assistant General Manager of Maintenance or his designee, at the point of delivery and will be preceded by inspection of the coach.

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The point of delivery shall be:
Rhode Island Public Transit Authority
705 Elmwood Avenue
Providence, Rhode Island 02907

Delivery of the coaches shall be FOB Point of Delivery by Common Carrier Drive-away.

LIV. DELIVERY SCHEDULE

The coaches shall be delivered at a rate not to exceed five (5) coaches per day, Monday through Friday, no deliveries on Saturday, Sunday or Holidays. Deliveries shall be no less than five (5) per week. Delivery shall be completed by twenty weeks after order. Hours of delivery shall be between 8:30 AM and 3:00 PM. Monday through Friday only.

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LV. SERVICE AND PARTS FORM

The Offeror shall state below the representatives responsible for assisting the Authority, 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 coaches to supply. The bidder shall also state below, or by separate attachments, its policy on transportation charges of parts other than those covered by warranty.

- a. Location of nearest Technical Representative to Procuring Agency:
Name:

Address: _____

Telephone: _____

- b. Location of nearest Parts Distribution Center to the Authority:
Name:

Address: _____

Telephone: _____

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

Repair Method Shipment: _____

Cost to the Authority:

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LVI. PARTS INVENTORY:

The manufacturer is to provide a complete master list of parts, which the manufacturer considers to be minimum available inventory on the transit property to effectively and efficiently maintain the proposer's buses. Parts description shall include OEM part number, offerors part number, and nomenclature. The manufacturer will also provide an estimate of delivery time for supplies furnished by the manufacturer further defined as number of days from manufacturer receipt of order to delivery FOB, RIPTA, Providence, RI.

LVII. PAYMENT SCHEDULE

The Authority shall make payment in full within sixty (60) days after final acceptance of each coach.

Contractor's invoices for coaches shall be submitted to the following address thirty (30) calendar days prior to delivery:

Rhode Island Public Transit Authority
Contracts Manager
705 Elmwood Avenue
Providence, Rhode Island 02907

The contractor shall invoice in maximum lots of one (1) coach per invoice, and each invoice shall include:

- a. Contract Number.
- b. Line Item Number invoiced.
- c. Model and Serial Number of each coach invoiced.
- d. Unit and Total Prices by Line Item Number.
- e. Total Invoice Amount to revise their proposals.
- f. RIPTA Vehicle Number

LVIII. SERVICE AND PARTS

A. Instructors

The contractor shall have at least one (1) qualified instructor who shall be available at the Authority's property for five (5) calendar days between the hours of 8:00 a.m. and 4:00 p.m. per month for one (1) month prior to, and three (3) months after, acceptance of the first coach.

B. Engineers

The Contractor shall, at its own expense, have a competent engineering representative(s) technical services support available on request to assist the Authority staff in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period. This does not relieve the Contractor of responsibilities under SECTION IV – Warranty Provisions.

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C. Documents

The Contractor shall provide twenty (20) current maintenance manuals, twenty (20) current parts manuals for the complete body, and one hundred fifty (150) operator's manuals as part of this Contract. The Contractor shall keep maintenance manuals available for a period of three (3) years after the date of acceptance of the Buses procured under this Contract. The Contractor shall also keep parts books up to date for a period of ten (10) years. The supplied maintenance and operators manuals shall incorporate all equipment ordered on the Buses covered by this procurement.

D. Spare Parts

The Contractor shall guarantee the availability of replacement parts for these Coaches for at least a seven (7) year period after the date of acceptance. Spare parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the Quality Assurance Provisions of this Contract (see Section IV).

LIX. NOTIFICATION OF DELAY

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

LX. REQUEST FOR EXTENSION

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

It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

LXI. DELIVERIES

A. Paratransit Vehicles

The successful Offeror shall provide the Rhode Island Public Transit Authority with a Paratransit Vehicle built to the Authorities specification. The Paratransit Vehicle will be represented as the first bus produced off the production line. The Paratransit vehicle will remain at the factory. All subsequent buses built in this production order will use the Paratransit Vehicle as a point of reference. A final acceptance inspection will be performed on the Paratransit Vehicle (as the first bus of the production order) and all other production buses prior to their delivery to the Authority. In addition, timely delivery of all manuals requested will coincide with the final production of the Paratransit Vehicles.

B. Pre-delivery Tests And Inspections

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The pre-delivery tests and inspections shall be performed at or near the Contractor's plant; they shall be performed in accordance with the procedures defined in SECTION III – Quality Assurance Provisions, and they will be witnessed by the Resident Inspector. When the Coach passes these tests and inspections, the Resident Inspector shall authorize release of the Coach.

LXII. ASSUMPTION OF RISK OF LOSS

The Contractor shall have risk of loss of the Coach, including any damages sustained during the common carrier driveaway operation. Drivers shall keep a maintenance log on route, and it shall be delivered to the Authority with the Coach.

The Contractor shall have risk of loss of the coach until delivered to 705 Elmwood Avenue Providence, RI and after a final inspection at the designated point of delivery.

LXIII. ACCEPTANCE OF COACH

Within fifteen (15) calendar days after arrival at the designated point of delivery, the Coach shall undergo the Authority tests defined in the Quality Assurance Provisions. If the Coach passes these tests, acceptance of the Coach by the Authority occurs on the fifteenth (15th) day after delivery. If the Coach fails these tests, it shall not be accepted until the repair procedures defined in this document have been carried out and the Coach has been re-tested until it passes.

LXIV. REPAIRS AFTER NON-ACCEPTANCE

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

A. Repairs By Contractor

If the Authority requires the Contractor to perform repairs after non-acceptance of the equipment, the Contractor's representative must begin work within five (5) working days after receiving notification from the Authority of failure of acceptance tests. The Authority shall make the equipment available to complete repairs.

The Contractor shall provide, at its own expense, all spare parts, tools and space required to complete the repairs. At the Authority's option, the Contractor may be required to remove the equipment from the Authority's property while repairs are being affected. If the equipment 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 equipment is under its control.

B. Repairs By Authority

1. Parts Used:

If the Authority decides to perform the repairs after non-acceptance of the Coach, it shall correct or repair the defect and any related defects using Contractor specified parts

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available from its own stock or those supplied by the contractor specifically for this repair. Monthly, or at a period mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by the Authority to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.

2. Contractor Supplied Parts:

If the Contractor supplies parts for repairs being performed by the Authority after non-acceptance of the Coach, these parts shall be shipped prepaid to the Authority from any source selected by the contractor within ten (10) working days after receipt of the request for said parts.

3. Return of Defective Components:

The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The Contractor shall pay the total cost for this action.

4. Reimbursement for Labor

The Authority shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a per hour, first-class mechanic, straight wage rate, (\$ 27.87 per hour) plus sixty percent (60%) fringe benefits. These wages and fringe benefit rates shall not exceed the rates in effect in the Authority's service garage at the time the defect correction is made. The current rate for

5. Reimbursement for Parts:

The Authority shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and twenty percent (20%) handling costs.

LXV. TITLE

Adequate documents for securing the Coach in Providence, Rhode Island shall be provided to the Authority at least ten (10) working days before each Coach is released to the common carrier driveway or to the Authority, free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims and demands of any character.

LXVI. LIQUIDATED DAMAGES

In the event of delay in the completion of deliveries and installation of the equipment beyond the dates specified in the contract, the Authority shall assess as Liquidated Damages One Hundred Fifty Dollars (\$150) per calendar day per Coach. These damages shall be deducted from any monies due, or which may thereafter become due, to the contractor under this Contract. Service impact cost offering RIPTA shall determine additional liquidated damages.

LXVII. QUALITY ASSURANCE PROVISIONS

Contractor's In Plant Quality Assurance Requirements

A. Quality Assurance Organization

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The Contractor shall establish and maintain an effective in plant Quality Assurance Organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management.

B. Control

The Quality Assurance Organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The Organization shall also control the quality of supplied articles.

C. Authority and Responsibility

The Quality Assurance Organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit Coaches.

D. Quality Assurance Organization Functions

The Quality Assurance Organization shall include the following minimum functions.

1. Work Instructions

The Quality Assurance Organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

2. Records Maintenance

The Quality Assurance Organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the Resident Inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year after inspections and tests are completed.

3. Corrective Action

The Quality Assurance Organization shall detect and promptly assure correction of any conditions that may result in the production of defective Coaches. These conditions may occur in designs, purchases, manufacture, tests, or operations that culminate in defective supplies, services, facilities, technical data or standards.

E. Standards and Facilities

The following standards and facilities shall be basic in the quality assurance process:

1. Configuration Control

The contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified Coach that meets all of the options and special requirements of this Contract. The Quality Assurance Organization shall verify that each Coach is manufactured in accordance with these controlled drawings, procedures, and documentation.

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2. Measuring and Testing Facilities

The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the Quality Assurance Organization to verify that the Coaches conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.

3. Production and Tooling as a media of Inspection.

When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

4. Equipment used by Resident Inspectors

The Contractor's gauges and other measuring and testing devices shall be made available for use by the Resident Inspectors to verify that the Coaches conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

F. Control of Purchases

The Contractor shall maintain quality control of purchases.

G. Supplier Control

The contractor shall require that each supplier maintain a Quality Control Program for the services and supplies that it provides. The Contractor's Quality Assurance Organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.

H. Purchasing Data

The Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on Coaches.

I. Manufacturing Control

The Contractor shall ensure that all basic production operations, as well as all other processing and fabrication, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary. The Contractor shall be responsible to maintain uniformity throughout this Contract. All changes shall be made in writing to the Authority in detail with specific drawings or prints to show the changes.

J. Completed Items

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A system for final inspection and test of completed Coaches shall be provided by the Quality Assurance Organization. It shall measure the overall quality of each completed Coach.

K. **Nonconforming Materials**

The Quality Assurance Organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation, and disposition.

L. **Statistical Techniques**

Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.

M. **Inspection Status**

A system shall be maintained by the Quality Assurance Organization for identifying the inspection status of components and completed Coaches. Identification may include cards, tags, or other normal quality control devices.

N. **Inspection System**

The Quality Assurance Organization shall establish, maintain, and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, work in process, and completed articles. As a minimum, it shall include the following controls:

O. **Inspection Stations**

Inspection Stations shall be at the best 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 locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing completion, body prior to paint preparation, water test, engine installation completion, underbody dress-up and completion, Coach prior to final paint touch-up, Coach prior to road test, and Coach final road test completion.

P. **Inspection Personnel**

Sufficient trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified Coach design.

Q. **Inspection Records**

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 configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the Coach. Articles that become obsolete as a result of engineering

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changes or other action, shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

Discrepancies noted by the Contractor or Resident Inspector during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly, or Coach from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the Authority shall approve the modification, repair, or method of correction to the extent that the Contract specifications are affected.

R. Quality Assurance Audits

The Quality Assurance Organization shall establish and maintain a Quality Control Audit Program. Records of this program shall be subject to review by the Authority.

S. Resident Inspector

The Authority shall be represented at the Contractor's plant by Resident Inspectors. They shall monitor, in the Contractor's plant, the manufacture of Coaches built under the Contract. The Resident Inspectors shall be authorized to approve the pre-delivery acceptance tests, and to release the Coaches for delivery. Upon request to the Quality Assurance Supervisors, the Resident Inspectors shall have access to the Contractor's quality assurance files related to this Contract. These files shall include drawings, assembly procedures, material standards, parts lists, inspection processing, and reports and records of defects.

No less than thirty (30) days prior to the beginning of Coach manufacture, the Resident Inspectors shall meet with the Contractor's Quality Assurance Manager. They shall review the inspection procedures and checklists. The Resident Inspectors may begin monitoring Coach construction activities two (2) weeks prior to the start of Coach fabrication.

The Contractor shall provide office space for the Resident Inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, chairs, outside and interplant telephones, file cabinets, internet access and clothing lockers sufficient to accommodate the Resident Inspector staff.

The presence of these Resident Inspectors in the plant shall not relieve the Contractor of his responsibility to meet all of the requirements of this Contract. Meetings between the appropriate Contractor's personnel and the Authority's Resident Inspector for the

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review of quality assurance provisions are required. Meetings may be daily or weekly.

LXVIII. **ACCEPTANCE TEST**

A. **Responsibility**

Fully documented tests shall be conducted on each production Coach following manufacture to determine its acceptance to the Authority. These acceptance tests shall include pre delivery inspections and testing by the Contractor, and inspections and testing by the Authority after the Coaches have been delivered.

B. **Pre-Delivery Tests**

The Contractor shall conduct acceptance tests at its plant on each Coach following completion of manufacture and before delivery to the Authority. These Pre-delivery Tests shall include visual and measured inspections, as well as testing the total Coach operation. The tests shall be conducted and documented in accordance with written test plans. Additional tests may be conducted at the Contractor's discretion to ensure that the completed Coaches have attained the desired quality and have met the requirements in the Technical Specifications. This additional testing shall be recorded on appropriate test forms provided by the Contractor.

The Pre-delivery Tests shall be scheduled and conducted with sufficient notice so that they may be witnessed by the Resident Inspectors, who may accept or reject the results of the tests. The results of Pre-delivery Tests, and any other tests, shall be filed with the assembly inspection records for each Coach. The under-floor equipment shall be made available for inspection by the Resident Inspectors, using a pit or coach hoist provided by the Contractor. A hoist, scaffold, or elevated platform shall be provided by the contractor to easily and safely inspect Coach roofs. Delivery of each Coach shall require written authorization of a Resident Inspector. Authorization forms for the release of each Coach for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each Coach.

C. **Inspection-Visual and Measured**

Visual and measured inspections shall be conducted with the Coach in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the Coach in a static condition do function as designed.

D. **Total Coach Operation**

Total Coach operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the coach as a system and to verify the functional operation of the subsystem that can be operated only with the Coach in motion.

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Each Coach shall be driven for a minimum of fifteen (15) miles during the road tests. Observed defects shall be recorded on the test forms. The coach shall be retested when defects are corrected and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these Coach operation tests. After the completion of the Contractor's road test and repairs, if required, the Authority's Resident Inspectors shall be taken on a road test of five (5) miles minimum to make all functional checks and to assure that there are no vibrations, unusual noises and/or rattle prior to delivery.

E. Post Delivery Tests

The Authority may conduct acceptance tests on each delivered Coach. These tests shall be completed within fifteen (15) days after Coach delivery and shall be conducted in accordance with written test plans. The purpose of these tests is to identify defects that have become apparent between the time of Coach release and delivery to the Authority. The Post-Delivery Tests shall include visual inspection and coach operations.

Coaches that fail to pass the Post-Delivery Tests are subject to non-acceptance. The Authority shall record details of all defects on the appropriate test forms and shall notify the Contractor of non-acceptance of each Coach within five (5) days after completion of the tests. The defects detected during these tests shall be repaired according to procedures defined in SECTION I.

F. Visual Inspection

The post-delivery inspection is similar to the inspection at the Contractor's plant and shall be conducted with the Coach in a static condition. Any visual delivery damage shall be identified and recorded during the visual inspection of each Coach.

G. Coach Operation

Road tests will be used for total Coach operation similar to those conducted at the Contractor's plant. In addition, the Authority may elect to perform chassis dynamometer tests. Operational deficiencies of each Coach shall be identified and recorded.

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LXIX. MANUALS AND PARTS LIST

A. Requirements

The Contractor shall furnish as part of the Contract the Manuals, and material/parts cross reference list as indicated below and in accordance with the criteria specified herein:

<u>DESCRIPTION</u>	<u>NUMBER OF COPIES</u>
Maintenance Manual	10 Printed and 10 on CD
Drivers Operating Manual	150 Printed Manuals
Body Chassis Service Manual	10 Printed and 10 on CD
Parts Cross Reference List	10 Printed and 10 on CD
Thermo King service Manual	10 Printed and 10 on CD
Bus wiring Diagram	10 Printed and 10 on CD
Twin Vision Sign	10 Printed and 10 on CD

B. Standards and Format of Manuals

The Manuals shall meet the standards and be presented in accordance with the format requirements of this specification. The material in all Manuals shall be organized and indexed with a standard numbering system in accordance with and approved Contractor's outline. Each respective Manual shall contain the same topics. The format of all data contained in each section of the Manuals shall be logically organized with systems and elements considered in descending order of importance. Care shall be taken that all statements are clear, positive, and accurate, with no possibility of incorrect implications. The Manuals shall be complete, modern, and authentic with no extraneous material such as advertisements of irrelevant information.

1. The Maintenance and Parts Manuals

The Maintenance and Parts Manuals shall be in three-ring, loose-leaf binder form. The page size should be approximately 8½ x 11 inches and on good quality paper. Folded pages are permitted where the information cannot be presented clearly on a single sheet. Pages shall be secured in the binder along the eleven (11) inch page dimension. Required diagrams, illustrations, and drawings shall not be loose or in binder pockets. All printed material shall be clearly reproducible by dry copying machines. Halftone illustrations are not acceptable.

The Vendor shall provide an electronic copy of the Parts Manuals. They shall be in either Excel or CSV Format.

2. Drivers Operating Manuals

shall be approximately 4 ¼ x 7 inches in dimension. It is suggested that they be bound along the seven (7) inch dimension with no foldout or loose pages or diagrams.

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3. All Manuals

shall be designed for continuous, long-term service. Binder covers shall be resistant to oil, moisture, and wear commensurate with their intended use.

C. Maintenance Manual

The Maintenance Manual shall contain complete data required for routine and periodic maintenance of all parts of the Coach, including but not limited to the following:

1. General operation description.
2. Troubleshooting guide covering all mechanical, electrical, and electronic components.
3. Preventative maintenance, lubrication, and adjustment requirements.
4. Wiring and schematic diagrams and schedules for wire and cable sizes and ratings, plus locations in the Coach of electrical and electronic components, including electronic engine and transmission components.
5. Air and hydraulic system diagrams showing locations in the Coach of air and hydraulic components.
6. Detailed illustrated procedures for component change-out, plus servicing adjusting, testing, and run-in information as required.
7. Body and structural information and material specifications for major accident repairs.

D. Driver's Operating Manual

The Driver's Manual shall provide information and instructions for all phases of operation of the bus, including but not limited to bus mechanical operation, response to safety alarm systems, lighting system controls, emergency actions, maintenance checks, and turning characteristics of the bus.

E. Parts Manual

The Parts Manual shall enumerate and describe every component with its related parts, including the supplier's number, the Contractor's number, and the commercial equivalents. Cutaway and exploded drawings shall be used to permit identification of all parts. The drawings shall contain data arranged so that the part numbers can be readily found and identified in the drawing for each system and subsystem component, assembly, subassembly, or piece part, from an orderly breakdown of the complete bus. They shall be indexed by part number and by part name and shall be sufficiently well illustrated to identify items requiring repair, replacement, and storage for use in the maintenance of buses. Isometric exploded views shall be used to identify each piece part. All manuals shall be accompanied by price lists giving current net prices, including freight to the Authority's location.

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F. **Parts Cross Reference List**

The Contractor shall provide a Supplier's List that contains the manufacturer part number, part name, and description.

G. **Spare Parts**

The Contractor shall guarantee the availability of replacement parts for the Coaches for at least a twelve (12) year period after date of acceptance of Coaches by the Authority.

H. **Revisions**

Following the publication of each Manual required herein, the Contractor shall provide revisions covering any changes, whether required by change of design or procedures or due to error, and these revisions shall be kept current during the warranty period. Manual revisions shall be furnished to the Authority before or coincidental with the arrival of any altered parts or components. After the warranty period, revisions shall be furnished to the Authority every six (6) months for a period of twelve (12) years.

I. **Delivery**

All Manuals must be delivered to the Authority one (1) month prior to delivery of the Coaches to the Authority. Note: A preliminary wiring diagram is required with the delivery of the first Coach. A final wiring diagram will be required within ninety (90) days of delivery of the last Coach.

J. **Pre-Approval of Manuals**

All prospective Bidders must submit representative samples of the Manuals they propose to supply in compliance with this specification for approval by the Authority.

LXX. **QUALITY ASSURANCE PROGRAM EVALUATION**

The Offerer's proposed means of monitoring and controlling the quality of production, including work by subcontractors and materials from suppliers. Each Offeror shall provide the following:

THE OFFERER'S OVERALL QUALITY CONTROL POLICY.

1. An Overview of quality control plan and organization for this Contract, addressing the following:
 - a. Organization Chart
 - b. Documentation/design control procedures
 - c. Manufacture/production procedures
 - d. Purchased material
 - e. Subcontractor Controls
 - f. Tests and Inspections

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TECHNICAL AND CONTRACTUAL INFORMATION

As part of their Proposal all Offeror must submit the following, which will be made a part of the proposal:

<u>Description of Evaluation Element</u>	<u>Submitted</u>	
	<u>Yes</u>	<u>No</u>
1. Technical Data called for in Part II, Technical Specification, which are contained and made part of this proposal:	___	___
2. Warranty data called for in Part IV Warranty Provisions:	___	___
3. Assurance of Adherence to Specifications:	___	___
4. Certification of Third Party relative to Crashworthiness:	___	___
5. Ineligible Contractor Statement:	___	___
6. Pricing Schedule (Section VI– Pricing Schedule, include in Proposal):	___	___
7. Certification of Compliance with Federal and State <u>Equal Opportunity Laws, (if applicable)</u> :	___	___
8. Service and Parts Statement per Section 1.1.18, of the Contract Documents:	___	___
9. Certification that Detailed Cost Proposal has been prepared and that It will be forwarded to the Authority within forty-eight (48) hours of request to do so by the Authority, per Section 1.1.17, of the Contract Documents:	___	___
10. Acknowledgement of Addenda, Section 1.1.19, of the Contract Documents:	___	___
11. TVM Certification:	___	___
12. Buy America Certificate:	___	___
13. Evidence that the governing air pollution criteria will be met,	___	___

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TECHNICAL AND CONTRACTUAL INFORMATION *(continued)*

- | | | |
|--|-------|-------|
| 14. Motor Vehicle Pollution Certifications | _____ | _____ |
| 15. Certification that Performance Bond in the amount of 100% shall be furnished should the Offeror become the Successful Contractor: | _____ | _____ |
| 16. Bus testing, new model buses, in accordance with Section 2.1.11 of the Contract Documents: | _____ | _____ |
| 17. "Certification of Primary Participant" and "Certification of a Sub-Contractor" – Debarred or Suspended Bidders from Federal Contracts, per Section 2.1.12 of the Contract Documents: | _____ | _____ |
| 18. Pricing Information - Component Parts –
Sealed in Separate Envelope: | _____ | _____ |

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TECHNICAL INFORMATION TO BE FURNISHED

A. Bus Manufacturer _____

B. Bus Model Number _____

Dimensions

1. Overall Length
 - a. Bumpers _____ Ft. _____ In.
 - b. Over Body _____ Ft. _____ In.

2. Overall Width
 - a. Over Body Excluding Mirrors _____ Ft. _____ In.
 - b. Over Body Including Mirrors _____ Ft. _____ In.
 - c. Over Tires _____ Ft. _____ In.

3. Overall Height
 - a. Over Height (Front) _____ Ft. _____ In.
 - b. Over Height (Rear) _____ Ft. _____ In.

4. Angle of Approach _____ Deg.

5. Breakover Angle _____ Deg.

6. Angle of Departure _____ Deg.

7. Doorway Clear Opening (Including grab handles)
 - a. Front Width _____ In. Height _____ In.
 - b. Rear Width _____ In. Height _____ In.

8. Interior Head Room (Center of Aisle)
 - a. Front axle location _____ In.
 - b. Drive axle location _____ In.

9. Floor Height Above Ground (at each door)
 - a. Front door _____ In.
 - b. Rear door _____ In.

10. Minimum Ground Clearance (between bus and ground),
 - a. Excluding all axles _____ In.
 - b. Including axles _____ In.

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TECHNICAL INFORMATION TO BE FURNISHED (continued)

- 11. Horizontal Turning Envelope
 - a. Outside body turning including bumper radius

_____ Ft.	_____ In.
-----------	-----------
 - b. Inside turning radius

_____ Ft.	_____ In.
-----------	-----------

- 12. Wheel Base

_____ Ft.	_____ In.
-----------	-----------

- 13. Overhang, Centerline of axle over bumper
 - a. Front

_____ Ft.	_____ In.
-----------	-----------
 - b. Rear

_____ Ft.	_____ In.
-----------	-----------

- 14. Floor
 - a. Interior Length

_____ Ft.	_____ In.
-----------	-----------
 - b. Interior Width

_____ Ft.	_____ In.
-----------	-----------

- 15. Seats
 - a. Total number of seats

-------	--
 - b. Minimum knee to hip room

_____	_____ In.
-------	-----------
 - c. Minimum foot room

_____	_____ In.
-------	-----------

FULL COMPLEMENT OF FUEL, OIL AND WATER AT GVWR

Weight of Bus

- 1. On front axle

_____ lbs.	_____ lbs.
------------	------------
- 2. On rear axle

_____ lbs.	_____ lbs.
------------	------------
- 3. Total

_____ lbs.	_____ lbs.
------------	------------

Engine

Manufacturer: _____

- 1. No. of Cylinders

- 2. Bore

- 3. Stroke

- 4. Displacement

- 5. Compression Ratio

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TECHNICAL INFORMATION TO BE FURNISHED (continued)

6. Injector Type and Size _____
 7. Net S.A.E. Horsepower _____hp. at ___ ___rpm.
 8. Net S.A.E. Torque _____lb. Ft. at _ ___rpm.
 9. Weight, Dry _____lbs.
 10. Crankcase Oil Capacity
 - a. New engine, dry _____gals.
 - b. New engine, wet _____gals.
 11. Turbo Charge, Make & Type _____
 12. Maximum Speed, not a load _____rpm.
 13. Maximum Speed, full load _____rpm.
 14. Speed at Idle _____rpm.
 15. Speed at Fast Idle _____rpm.
- F. Transmission
1. Manufacturer _____
 2. Type _____
 3. Model Number _____
 4. Speeds _____
 5. Gear Ratios Forward _____ Reverse _____
 6. Shift Speeds
 - a. 1st - 2nd _____mph.
 - b. 2nd - 3rd _____mph.
 - c. 3rd - 4th _____mph.
 - d. 4th - 5th _____mph.
 7. Oil Capacity (including heat exchanger) _____qts.

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TECHNICAL INFORMATION TO BE FURNISHED *(continued)*

8. Retarder Make, Type & Size _____

G. Alternator

1. Manufacturer _____
2. Type _____
3. Model _____
4. Output at Idle _____
5. Output at Maximum Speed _____ amps
6. Maximum Warranted Speed _____
7. Speed at Idle _____ rpm.
8. Drive Type _____

H. Starter Motor

1. Manufacturer _____
2. Type _____
3. Model _____

I. Axle, Front

1. Manufacturer _____
2. Type _____
3. Model Number _____
4. Gross Axle Weight Rating _____ lbs.

J. Axle, Rear

1. Manufacturer _____
2. Type _____
3. Model Number _____
4. Gross Axle Weight Rating _____ lbs.

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TECHNICAL INFORMATION TO BE FURNISHED *(continued)*

K. Drive Axle Ratio

1. Axle Ratio _____
2. Final _____

L. Power Steering

- a. Manufacturer & Model No. _____
- b. Type _____
- c. Relief Pressure _____

M. Booster

- a. Manufacturer & Model No. _____
- b. Type _____
- c. Ratio _____

N. Power Steering Fluid

Capacity _____ gals.

O. Braking System

1. Make of Fundamental Brake System _____

P. Cooling System

1. Radiator
 - a. Manufacturer _____
 - b. Type _____
 - c. Model Number _____
 - d. No. of Tubes _____
 - e. Tubes Out Diameter _____ in.
 - f. Fins Per Inch _____ fins
 - g. Fin Thickness _____ in.
2. Total Cooling and Heating System Capacity _____ gals.
3. Radiator Fan Speed Control _____ types
4. Surge Tank, Capacity _____ gallons
5. Engine Thermostat Temperature Setting _____ °F

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TECHNICAL INFORMATION TO BE FURNISHED *(continued)*

6. Overheat Alarm Temperature Sending Unit Setting ___ ° F

Q. Heating and Ventilating Equipment

1. Heating System Capacity _____ B.T.U.
2. Ventilating Capacity _____ cfm
3. Heater Cores
 - a. Manufacturer & Model # _____
 - b. Number of Rows _____
 - c. Number of Fins/in. _____ fins
 - d. Outer Diameter of Tube _____ in.
 - e. Fin Thickness _____
 - f. Number of Heater Cores _____
4. Heater Blowers
 - a. Heater Motors
 - i. Manufacturer & Model _____
 - ii. Horsepower _____
 - iii. Speed(s) _____
 - b. Heater Blower
 - i. Manufacturer & Model _____
 - ii. Capacity _____
5. Controls
 - a. Type _____
 - b. Manufacturer & Model # _____
6. Driver's Heater
 - a. Manufacturer _____
 - b. Model No. _____
 - c. Capacity _____ B.T.U.

R. Interior Lighting

1. Type _____
2. Number of Fixtures _____
3. Size of Fixtures _____
4. Powerpack
 - a. Manufacturer & Model _____

S Tires

1. Manufacturer _____
2. Size _____

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TECHNICAL INFORMATION TO BE FURNISHED *(continued)*

- 3. Type _____
- 4. Load Range _____
- 5. Air Pressure (front) _____psi
- 6. Air Pressure (rear) _____psi

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LXXI. REQUIRED ATTACHMENTS

The following information shall be attached by the contractor as appendices with this Attachment: The Appendix shall be organized in the following order.

The following information shall be attached by the contractor as appendices with this Attachment:

1. Submit Statement as to compliance to Specification in all areas.
2. Engine Performance Curves and Vehicle Performance Curves
3. Brake Design Data, including Provisions for Compliance with FMVSS No. 121.
4. Submit Illustration Outlining Basic Structure, Color Code and Describe Material Used.
5. Submit Illustration Depicting all Exterior Body Panels and Describe Materials Used.
6. Describe Procedure for the Replacement of Side Body Panels Less Painting.
7. Submit Illustration Depicting Location, Layout, and Accessibility of all Main Electrical Connection areas.
8. Submit one (1) of each: Parts Manuals, Operator's Manuals, Maintenance Manuals, and Technical Publications for Paratransit Van in Production Similar to this Specification.
9. List all Unique Hand Tools with Description and Cost Required to Maintain, Repair and Overhaul Paratransit Van Proposed.
10. List all Unique Shop Tools with Description and Cost Required to maintain, Repair, and Overhaul Paratransit Van Proposed.
11. Describe and Furnish all Critical Dimensions for Jacking and Hoisting, including Axle, Tire, and Jacking Pad Locations.
12. List any additional service access over and above Specifications.
13. Submit drawings showing Plan and Elevation of Paratransit Van.
14. Submit drawings showing Turning Envelope.
15. Submit drawing showing proposed Passenger Seating Layout.
16. Submit six copies of the Altoona Testing Report for the Model Paratransit Van being proposed in accordance with this RFP. **The vehicle being submitted should have the identical configuration and major components as the vehicle in the test report.** If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. **Offerors that fail to submit this information with their proposal will be deemed non-responsive.**
17. Submit documentation of corrosion resistance with methods and materials used.
18. Submit a complete suggested parts inventory required to support this fleet with price detail to determine the total cost required. This list must include parts that are not in inventory, as well as parts needed to support this fleet.
19. Production Locations.
20. Warehouse Locations.

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21. Submit a complete list of customers in accordance with Attachment No. 5 within the last 24 months. The Authority reserves the right to contract any and all of these references
22. Submit manufacturer's FMVSS self certification sticker information that the vehicle complies with relevant FMVSS.
23. Submit The Transit Vehicle Manufacturers Certification. **Offerors that fail to meet this requirement will be deemed non responsive.**
24. Submit a plan including layout drawings for entry, maneuvering, parking and exiting of wheelchair passengers. In addition, submit the name of the manufacturer and the model number of the list on which the proposal is based and a complete description of the operation and control of said wheelchair lift and its securement devices. In addition, information must be provided which demonstrates the reliability, availability, maintainability, and structural integrity of the proposed wheelchair lift in the revenue service.
25. Submit two (2) copies skeletal drawings.
26. The purpose of the attached certification s to exclude entities and individuals that the Federal Government has either debarred or suspended from obtaining Federal assistance funds through grants, cooperative agreements, or third party contracts.
27. To assure that such entities and individuals are not involved in projects financed with Federal Transportation Association (FTA) assistance, FTA requires its applicants to complete the certificates.
28. The primary participant must sign the "Certification of Primary Participant" and, if there is a subcontractor, they must sign the "Certification of a Subcontractor". (If there is more than one subcontractor, they must all sign one of these forms.)

LXXII. DELIVERY

The Authority must have delivery of these busses by twenty weeks after order the Offeror shall furnish the following delivery information, which shall become a part of any contract entered into pursuant hereto:

Number of Days Commence Subsequent to Receipt of Notice to Proceed:

Date of Completion _____

Number of Days To Completion: _____

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LXXIII. LXXV. PURCHASER QUESTIONNAIRE

Organization Name: _____

Address: _____

Telephone: _____ Contact: _____

1. Manufacturer: _____

2. Quantity: _____

3. Bus Type: _____ ADB _____ Non ADB

4. Bus Size: _____ width _____ length

5. Delivery (a): _____ early _____ on-time
(pick one) _____ late

(b) Please Explain: _____

6. Performance of Coach (a): _____ excellent
(pick one) _____ satisfactory

_____ poor
(b): Please Explain _____

7. Responsiveness of Contractor (a) _____ excellent
(pick one) _____ satisfactory
_____ poor

(b): Please Explain: _____

8. Performance of Wheelchair Lift (a): _____ excellent
(pick one) _____ satisfactory
_____ poor

(b): Please Explain _____

9. Outstanding Issues:
Please Explain _____

10. Additional Comments: _____

11. Completed By: Name: _____

Title: _____

Phone _____

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LXXIV. WARRANTY PROVISIONS

A. Basic Provisions Warranty Requirements

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. All warranties shall not be prorated type. Consistent with this requirement, the Contractor warrants and guarantees to the original Authority each complete coach, and specific subsystems and components as follows:

B. Complete Coach

The coach is warranted and guaranteed to be free from defects and related defects for one (1) year or 50,000 miles, whichever comes first, beginning on the date of acceptance of each coach. During this warranty period, the coach shall maintain its structural and functional integrity. The warranty is based on regular operation of the coach under the operating conditions prevailing in the Authority's locale. This warranty shall not be prorated.

C. Subsystems and Components

Specific subsystems and components are warranted and guaranteed to be free from defects and related defects. All warranties shall not be prorated.

D. New Components

All new components are product innovations not manufactured by the Contractor and required or selected by RIPTA that are not standard equipment on the bus shall have a representative from the component manufacturer at the bus manufacturing plant to ensure proper installation of the unit to the satisfaction of RIPTA inspectors and component manufacturer. Certifications shall be provided to RIPTA Prior to the presentation of the prototype buses, that are approved by the component/subcomponent representative that clearly indicate that the representative approves of the installation and application of the component/subcomponent.

At a minimum, certifications shall be provided on the following components:

Engine Transmission	Destination Sign
Cooling System	W/C Lift
Operators Seat	Fan Clutch
A/C	Auxiliary Heater
Passengers Seat	
Electrical System	

E. Whichever Occurs First

<u>Item</u>	<u>Years</u>	<u>Mileage</u>
Complete Coach	1	12,000
Engine	5	100,000
Transmission	3	36,000
Drive Axles	3	36,000

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Brake System	3	36,000
Air Conditioning	1	Unlimited
	5	75,000
Basic Body Structure	5	75,000
Wheelchair lift	2	

LXXV. FIGURE IV-1 SUBSYSTEM AND COMPONENT WARRANTY

A. Voiding of Warranty

The warranty shall not apply to any part or component of the coach that has been subject to moisture, negligence, accident, or that has been repaired or altered in any performance or reliability, except insofar as such repairs were in accordance with recognized standards of the industry. The warranty shall also be void if the authority fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals.

B. Exceptions to Warranty

The warranty shall not apply to scheduled maintenance items and items such as tires, nor to items furnished by the Authority such as fare boxes and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible.

C. Detection of Defects

If the Authority detects a defect within the warranty periods defined in section 4.1.1, it shall promptly notify the Contractor's representative. Within five (5) working days after the receipt, 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 Contractor's representative or is removed and examined at the Authority's property or at the Contractor's plant. At that time the status of warranty coverage on the subsystem or component shall be mutually resolved between the Authority and the Contractor. Work necessary to affect the repairs defined in Section 4.2.2 shall commence within ten (10) working days after the receipt of notification by the Contractor.

D. Scope of Warranty Repairs

When warranty repairs are required, the Authority and the Contractor's representative shall agree within five (5) 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 (5) day period, the Authority reserves the right to commence the repairs in accordance with Section 4.2.3. At its discretion, the Authority may elect to perform warranty repairs at any time.

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E. Fleet Defects

A fleet defect is defined as the failure of identical items by specific location and function on the coach covered by the warranty and occurring under this contract. For the terms of this contract a fleet defect shall be defined as a set of failures to a vehicle or vehicle sub-system that occurs on 20% of that fleet or sub-system, including consequential failures. Satisfaction of the fleet defect will require the development and implementation of a solution to all buses in the affected fleet including the labor costs incurred by the Authority.

Maintainability - All vehicle systems shall have a maintenance interval greater than 6,000 miles or 45 days. Incremental maintenance at a frequency higher than this interval will require specific approval of the purchasing manager.

F. Scope of Warranty Provisions

The Contractor shall correct a fleet defect under the warranty provisions defined in Section 4.2. After correcting the defect, the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other coaches purchased under this contract. The work program shall include inspection and/or correction of the potential or defective parts in all of the coaches. The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the repair/replacement date for corrected items.

G. Voiding of Warranty Provisions

The fleet defect provisions shall not apply to coach defects caused by noncompliance with the Contractor's recommended normal maintenance practices and procedures.

H. Exception to Warranty Provisions

Fleet defect warranty provisions shall not apply to damage that is a result of normal wear and tear in service to such items as seats, floor coverings, windows, interior trim, and paint. The provisions shall not apply to Authority supplied items such as fare boxes.

I. Repair Procedures Repair Performance

The Authority may require the Contractor or its designated representative to perform warranty-covered repairs. The work may be done by the Authority's personnel with reimbursement by the Contractor.

J. Repairs By Contractor

If the Authority requires the Contractor to perform warranty - covered repairs, the Contractor's representative must begin, within ten (10) working days after receiving notification of a defect from the Authority, work necessary to effect repairs. The Authority shall make the coach available to complete repairs timely with the Contractor repair schedule.

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The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete repairs. At the Authority's option, the Contractor may be required to remove the coach from the Authority's property while repairs are being affected. This work shall be performed at a facility within a 75-mile radius of the Authority's maintenance shop. If the coach is removed from the Authority's property, repair procedures must be diligently pursued by the Contractor's representative. All costs incurred by the removal of the Authority's buses to and from the Contractor's repair facility are to be borne by the Contractor. If the Authority's personnel are utilized to shift the buses, the Contractor will reimburse the Authority at the applicable rates.

K. Repairs by the Authority

If the Authority performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using Contractor specified spare parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by the Authority to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.

Forms are to be designed so as to be compatible with the Authority's warranty administration procedures. Contractor's internal forms may be considered for this purpose, providing such forms do not constitute additional administrative burdens upon the Authority.

Efforts shall be made by both the Contractor and the Authority to automate warranty claims processing and record upkeep.

L. Contractor Supplied Parts

The Authority may request that the Contractor supply new parts for warranty covered repairs being performed by the Authority. These parts shall be shipped prepaid to Authority from any source selected by the Contractor within ten (10) working days of receipt of the request for said parts.

M. Defective Components Return

The Contractor 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 Contractor. Materials should be returned in accordance with Contractor's instructions. Contractor's request for return of parts must be made within 30 days of review of warranty claim concerning subject parts.

N. Reimbursement for Labor

The Authority shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the current per hour, \$ 27.80 mechanic, plus the cost of towing in the coach if such action was necessary and if the coach was in the normal service area.

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These wages and fringe benefits rates shall not exceed the rates in effect in the Authority's service garage at the time and defect correction is made.

O. **Reimbursement for Parts**

The Authority shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part (s) at the time of repair and shall include taxes where applicable and 15 percent handling costs.

P. **Warranty after Replacement/Repairs**

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the Authority's personnel, with the concurrence of the Contractor, the Subsystem shall have the un-expired warranty period of the original subsystem.

Q. **Warranty**

The Contractor shall warranty the destination sign for a period of three (3) years from the date of acceptance of coach. All failures shall be repaired by the Contractor or its representative for the three (3) year period at no cost to the Authority. A failure shall be determined as inoperative system, inoperative front, side unit, or module. Front and side signs shall be deemed defective if more than three (3) modules and five (5) or more inoperative display elements per module.

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LXXVII. LIQUIDATED DAMAGES PER UNIT PER DAY

Realistic and dependable delivery dates are crucial to the Rhode Island Public Transit Authority program. Vendors are encouraged to bid accordingly. No Bid will be accepted that proposes a delivery date beyond the required delivery date. Unless the vendor can prove Force Majeure, as defined in these specifications terms and conditions, the Authority reserves the right to assess liquidated damages and deduct same from the invoices, in the specified amount of \$150.00 per unit, per working day, that each coach has not been received at the point of destination by the Rhode Island Public Transit Authority, after the required delivery date. 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. Service impact cost affecting RIPTA shall determine additional liquidated damages.

THE BIDDER/PROPOSER BY SIGNATURE AFFIXED BELOW ACCEPTS THE ABOVE TERMS AND CONDITIONS.

Signature of Authorized Person

Name of Bidder/Proposer

Print Name of Authorized Person

Date

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LXXVIII. PARATRANSIT VAN ORDER QUANTITY.

A. Base Order Quantity

The Authority is seeking a quantity of 88 (eighty eight) vans to be delivered according to the following time schedule. This quantity is based upon the availability of Federal and State Funding.

Fiscal Year	Time Period	Paratransit Vans	Flex Buses
2014	7/1/13-6/30/14	20	11
2015	7/1/14-6/30/15	15	0
2016	7/1/15-6/30/16	13	0
2017	7/1/16-6/30/17	16	2
2018	7/1/17-6/30/17	11	0

B. Option Quantity

The Authority reserves the right to order up to an additional 88 units during the next five years. This option quantity of 88 vans is dependent upon the availability of Federal and State Funding.

C. Mobile Data Computers

Please provide a unit cost for additional Mobile Data Computers as specified earlier. These units shall include all components and shall not be installed. They shall be shipped separately.

LXXIX VEHICLE CONFIGURATIONS

A. Paratransit Vans.

A Paratransit Van is defined as the vehicle specified in this document. Paratransit Vans will be ordered in the following seating configurations. The exact number the various configurations will be determined at the time the order is placed. This determination will be made based upon RIPTA needs and the availability of funding. The only differences in the vehicles will be the number of seats and number of wheelchair positions.

The following table summarizes the various configurations that may be ordered by the Authority

Ten Passenger/Two Wheelchairs
Ten Passenger/Four Wheelchairs
Sixteen Passenger/Two Wheelchairs
Sixteen Passenger/Four Wheelchairs
Eighteen Passenger/Two Wheelchair
Eighteen Passenger/Four Wheelchair

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B. **Flex Vans**

The Flex Service Van shall contain all of the components of the Paratransit Van. The vehicle shall also include the following items as specified in this document.

- 1.** Destination Signs
- 2.** Public Address System
- 3.** Stop Request System

Ten Passenger/Two Wheelchairs
Ten Passenger/Four Wheelchairs
Sixteen Passenger/Two Wheelchairs
Sixteen Passenger/Four Wheelchairs
Eighteen Passenger/Two Wheelchair
Eighteen Passenger/Four Wheelchair

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LXXVI. BID PRICE SUBMITTAL WORKSHEET.

A. Base Quantity Price Schedule Paratransit and Flex Vans

Vehicle Configuration	Paratransit Van Price	Flex Vehicle Price
Ten Passenger/Two Wheelchairs		
Ten Passenger/Four Wheelchairs		
Sixteen Passenger/Two Wheelchairs		
Sixteen Passenger/Four Wheelchairs		
Eighteen Passenger/Two Wheelchair		
Eighteen Passenger/Four Wheelchair		
Delivery Lead Time after Receipt of an Order (days)		
Optional Mobile Data Computers		/each

Proposers are advised that the Authority will be evaluating delivery lead time. Please enumerate delivery as requested on this Price Schedule

B. Option Quantity Price

Pricing for optional Paratransit Van (Fiscal Years 2015, 2016, 2017, and 2018 will be calculated using the price submitted as part of the Proposal, which will be adjusted using the United States Bureau of Labor Statistics Producer Price Index for Series ID 1413 "Trucks and Bus Bodies" at the time the option is exercised. The following calculation method shall be utilized:

Sample Calculation Index Percent Change Method

<i>The Base Index for this Calculation will be the January 2014</i>	228.50
Index at the Time the Option is exercised:	238.50
Change (This number may be negative or positive)	10.00
Divided by Base Index	0.04
<u>Results multiplied by 100</u>	<u>4.0</u>

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Equal percent change in bid price.

4.0 %

C. Extended Warranty Price Information

Please provide extended pricing for the following extended warranties to commence at the termination of the Manufacturer's Warranty.

<u>Item</u>	<u>Years</u>	<u>Mileage</u>	<u>Extended Warranty</u> <u>Costs</u>
Engine	2	200,000	\$ _____
Extended	5	300,000	\$ _____
Transmission	2	100,000	\$ _____
Extended	5	300,000	\$ _____
Drive Axle	2	100,000	\$ _____
Extended	5	300,000	\$ _____
Brake System	2	60,000	\$ _____
(Excluding Friction Materials)			
Climate control system	2	Complete Summer season	
Parts And Labor	5	Complete Summer season	\$ _____
Basic Body Structure	2	500,000	\$ _____
Wheelchair Lift	2	40,000	\$ _____
Wheelchair Lift (Extended)	5	100,000	\$ _____

D. Future Purchase of Proprietary Parts

Some of the parts used for the Paratransit Van are proprietary, therefore not available from other suppliers. Bidders are asked to provide a discount from their list price for these parts. The parts will be purchased on an as needed basis. The contract duration for the parts will be for one year commencing with the delivery of Paratransit Van. The contract will also contain up to four annual renewal options to be exercised at the sole discretion of the Authority.

Discount on Proprietary Parts: _____ percent

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LXXVII. LIST OF DRAWINGS

Step Diagrams

10/2 Seating Layout

10/4 Seating Layout

16/2 Seating Layout

16/4 Seating Layout

18/2 Seating Layout

18/4 Seating Layout

159 Inch Wheelbase Turning Radius

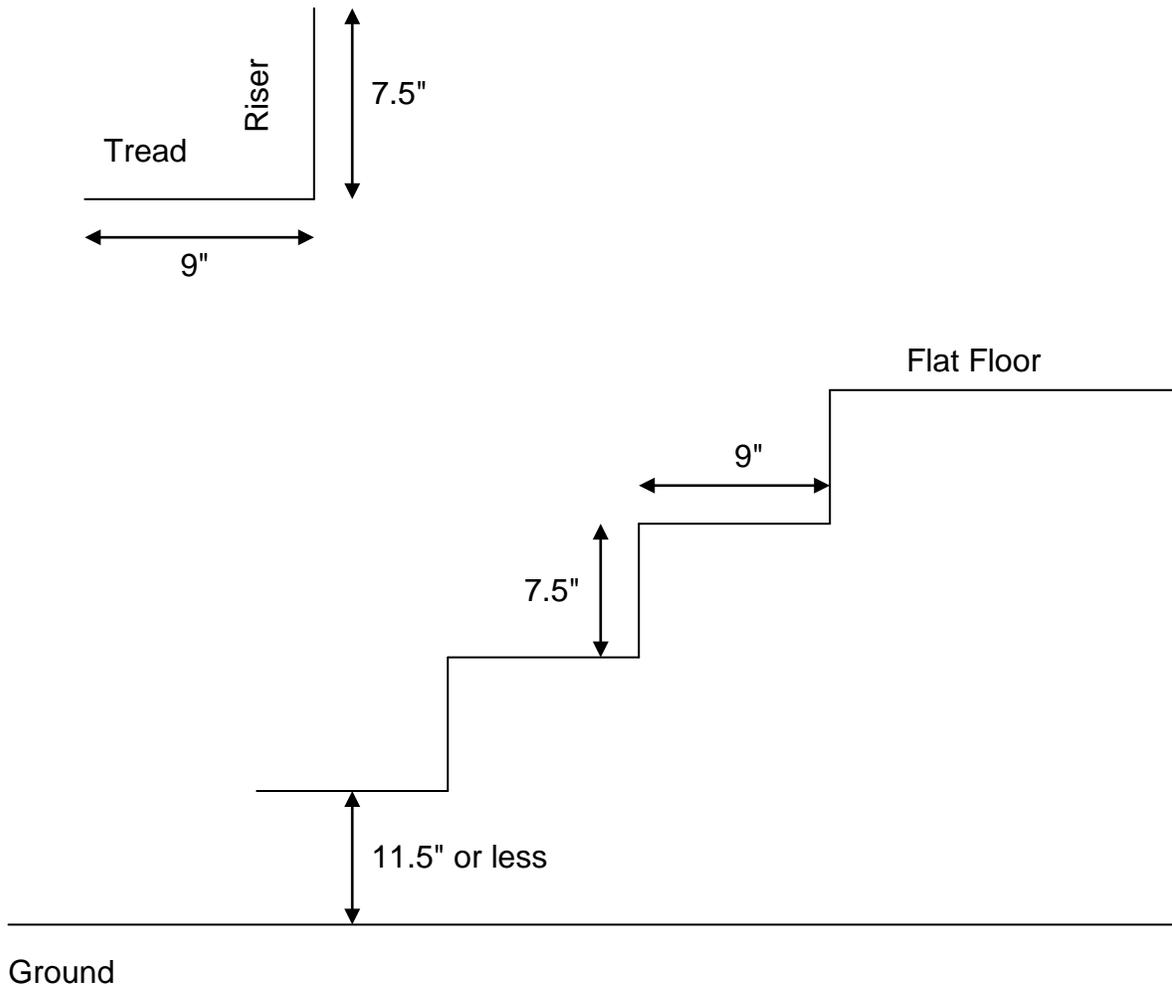
177 inch Wheelbase Turning Radius

Paratransit Van Graphics Drawing

Flex Van Graphics Drawing

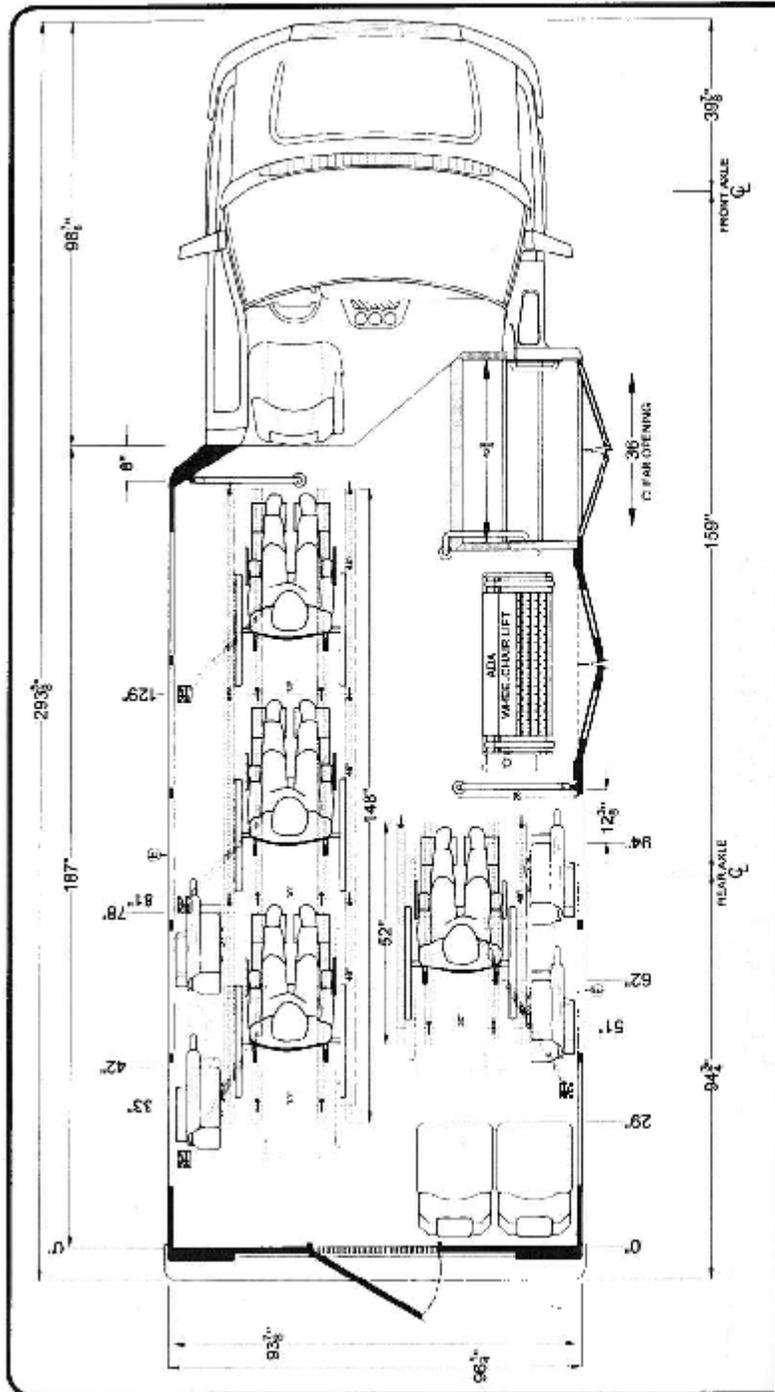
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A. Diagram of Steps



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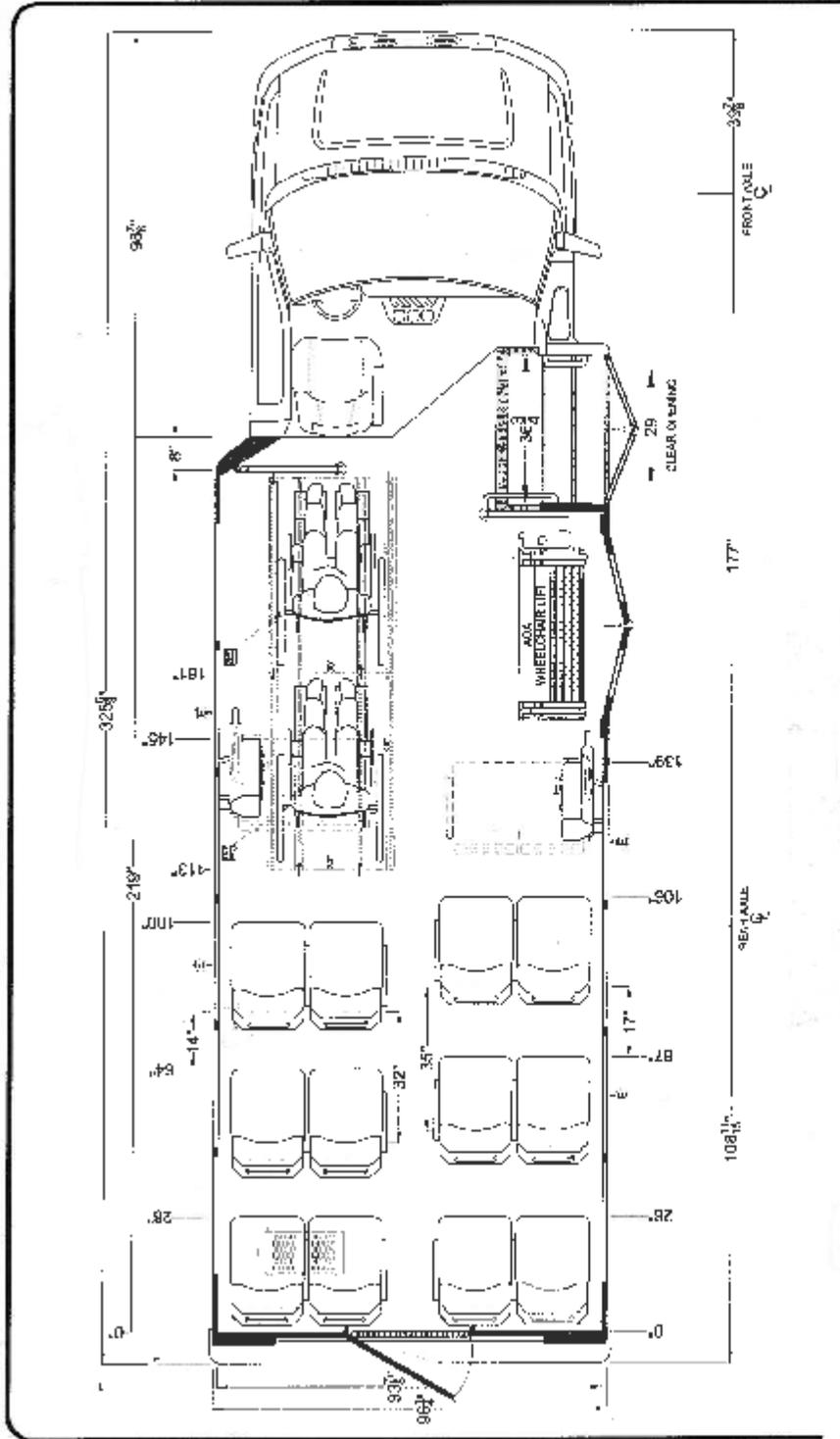
C. Seating Layout: Ten Passenger and Four Wheelchair



10/4 seating configuration

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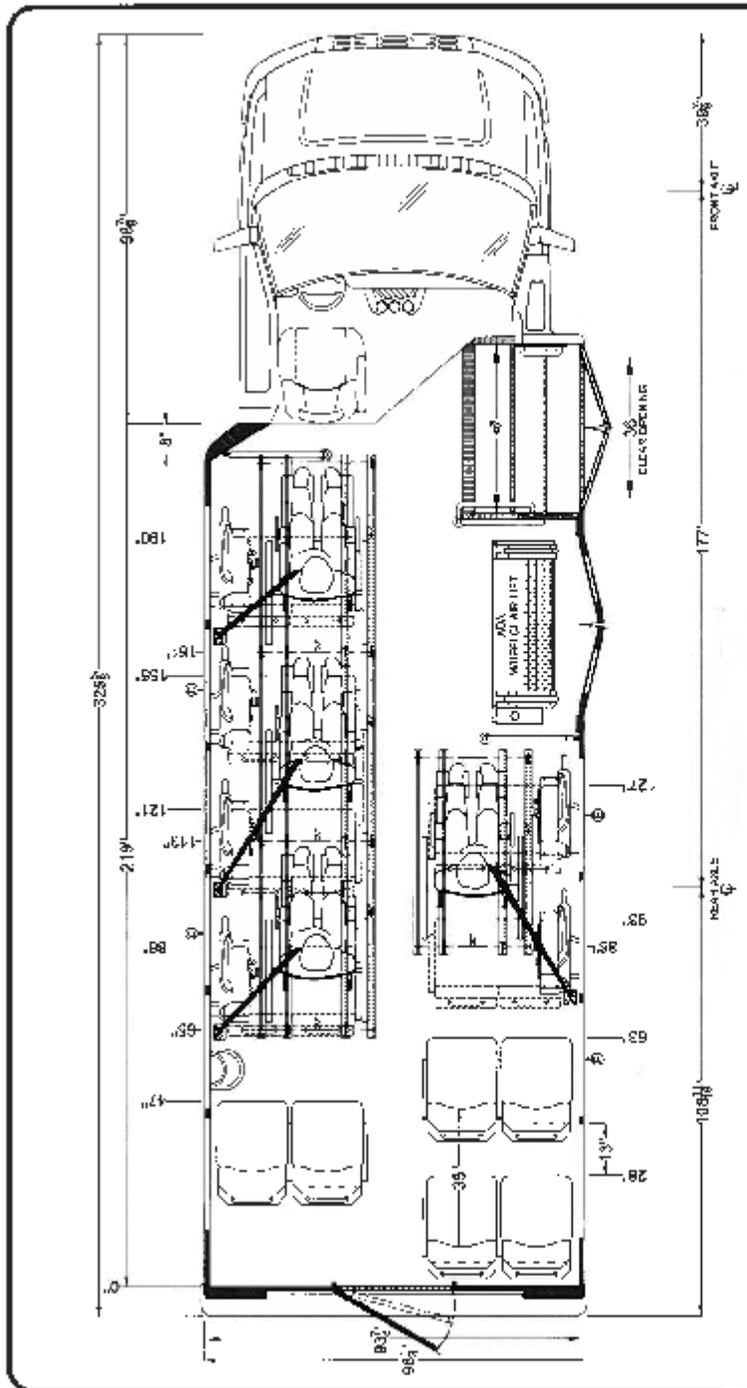
D. Seating Layout: Sixteen Passenger and Two Wheelchair



16/2 seating configuration

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E. Seating Layout: Sixteen Passenger and Four Wheelchair

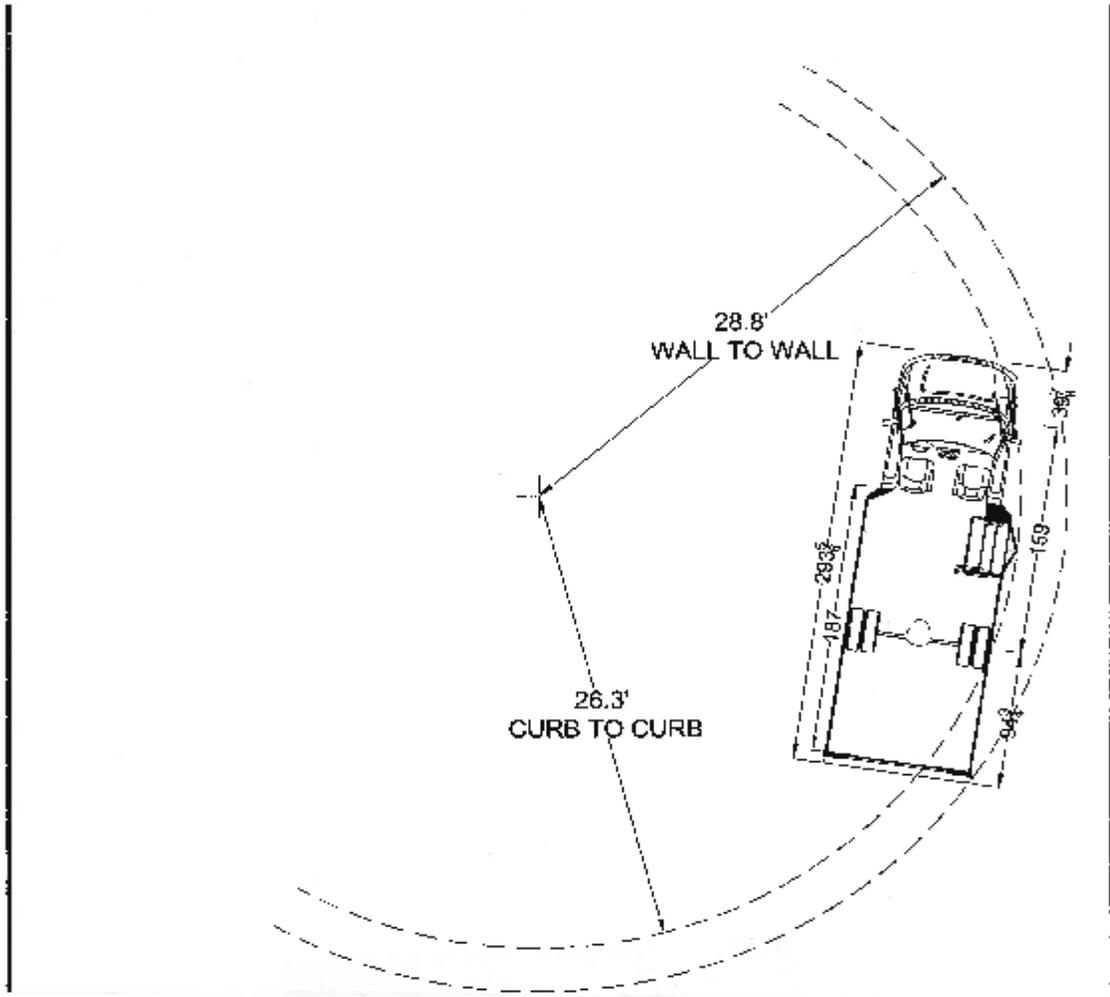


16/4 seating configuration

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H. 159 Inch Wheelbase Turning Radius

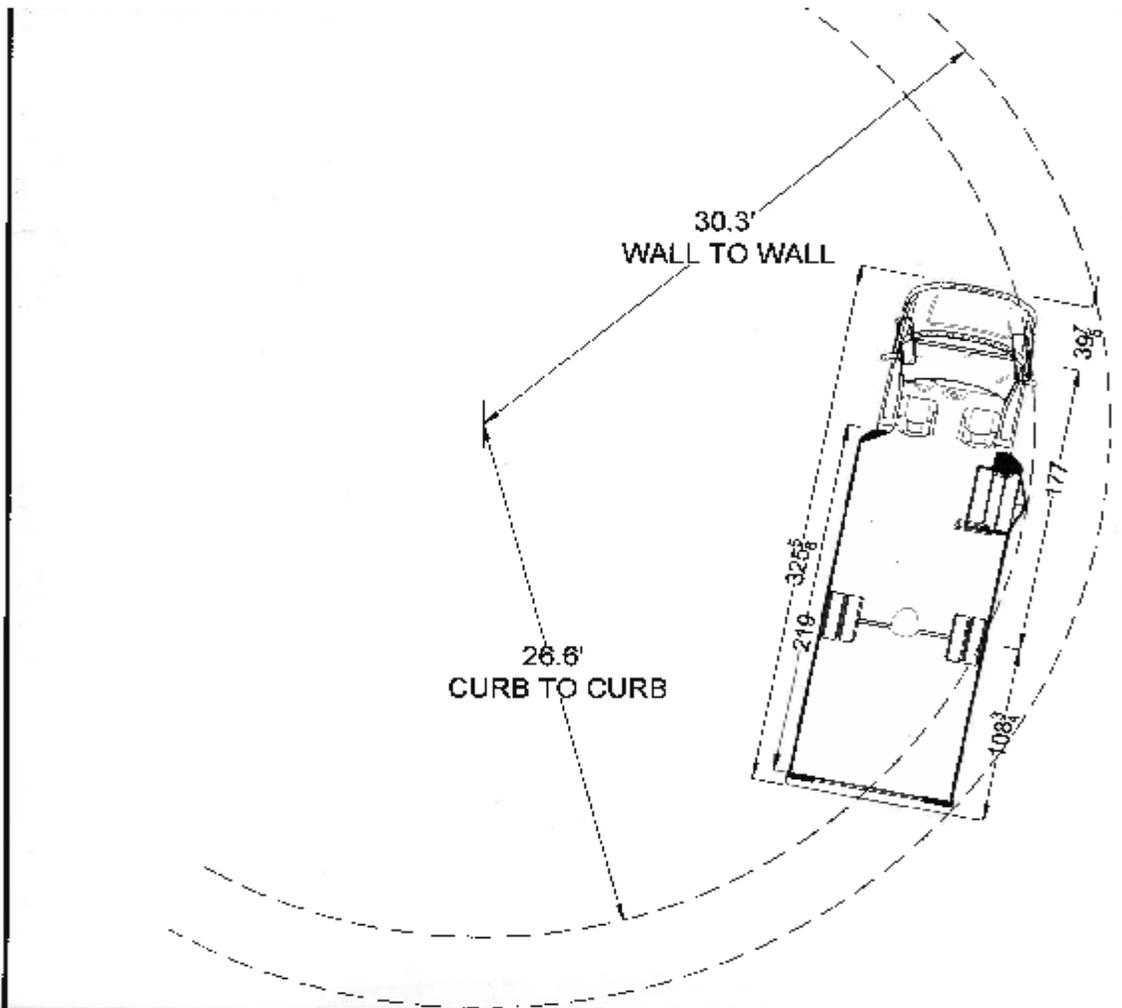
159 inch wheelbase turning radius



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I. 177 Inch Wheelbase Turning Radius

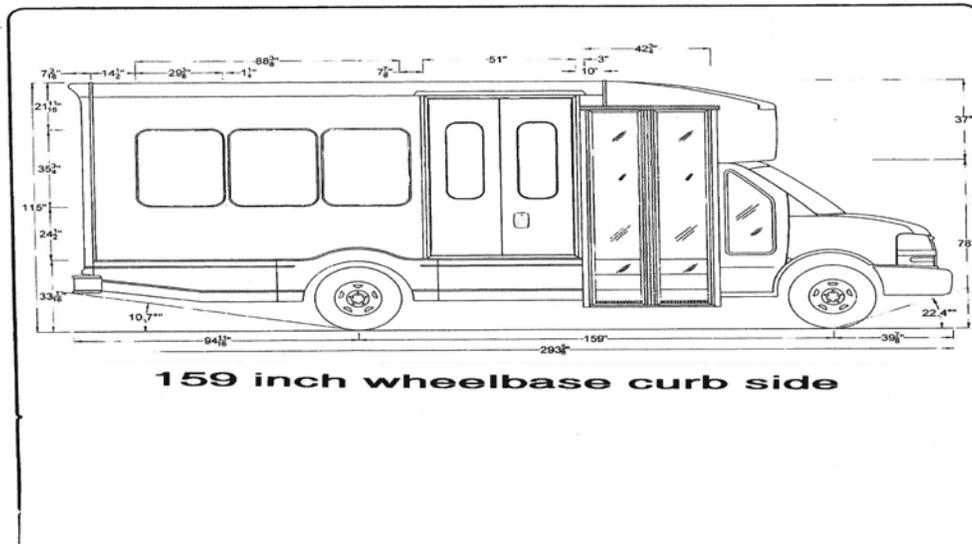
177 inch wheelbase turning radius



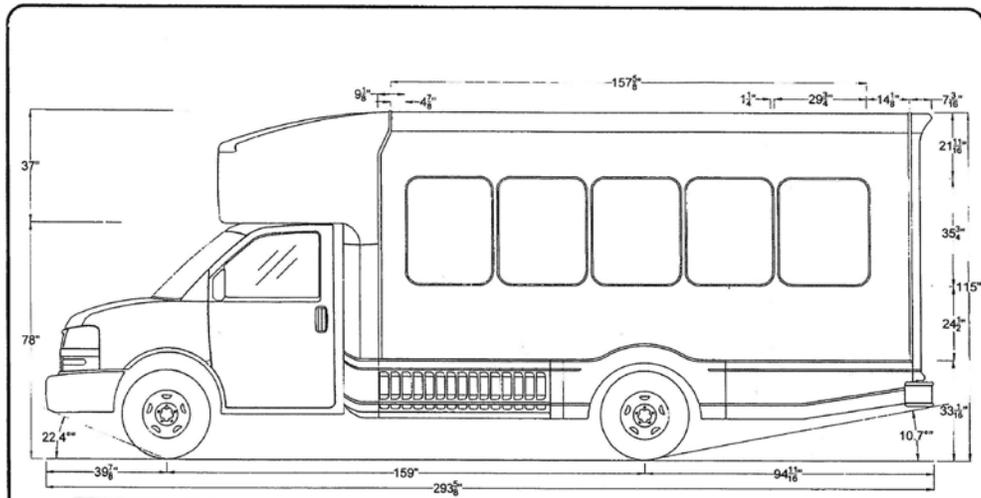
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J. 159 inch Wheelbase drawings

The drawing is for pictorial reference only. Actual dimensions may vary.



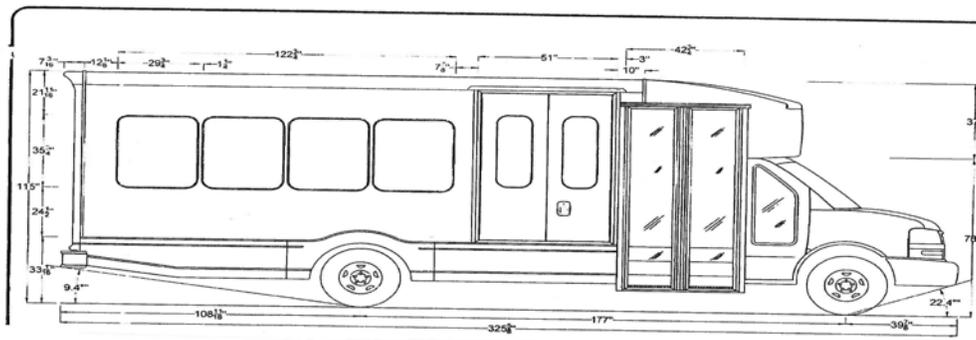
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159 inch wheelbase driver side

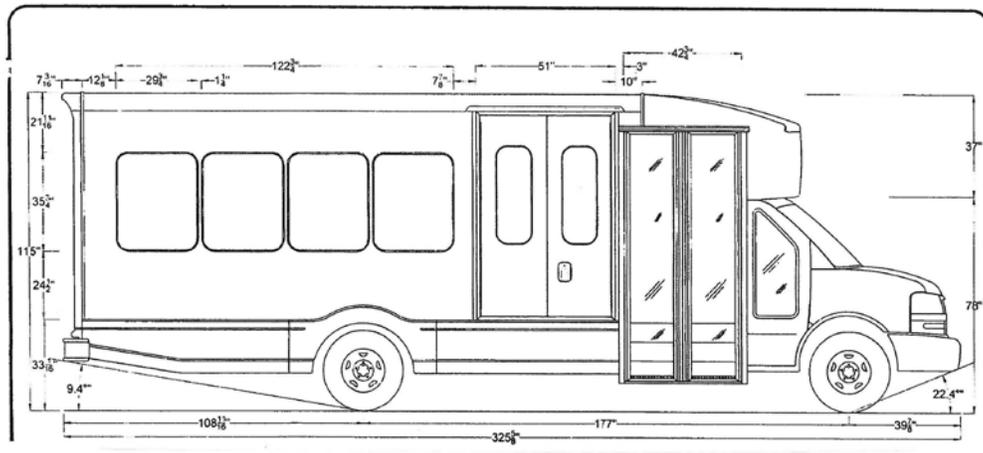
K. 177 inch wheelbase drawings

The drawing is for pictorial reference only. Actual dimensions may vary.



177 inch wheelbase curbside

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177 inch wheelbase driver side

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M. Flex Service Vehicles

The drawing is for pictorial reference only. It shall be the responsibility of the Vendor to properly size and locate the Graphics in a manner suitable for the dimensions of the Bus. The vendor shall submit a final graphics drawing to the Authority for approval.

Pantones are 5493 C and 547 c

