

Section Page Q:

Video Security System	83	Request clarification as to whether the extra hard drives are to be provided per property ordering or only to Conn DOT?
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A: They are to be provided to each ordering property

Section Page Q:

Exhibit B Price Schedule & Payment Terms		Request clarification as to whether or not discounts are part of basis for award?
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A: Discounts will not be considered in the basis for award

Q: "The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature." Could we request that the surety company executing the bond be not necessarily licensed in the state of Connecticut but could be licensed elsewhere in the US?

A: As stated on page 17 of 92, 4. The Surety Company executing the Bonds must be licensed to do business in the State of Connecticut, or Bonds must be countersigned by a company so licensed.

Q: The requirement is for a Notary or Clerk to attest to the person executing the certificates. However, could we request that a Commissioner of Oaths replace the Notary in this function?

A: A Commissioner of Oaths is acceptable.

Q: A payment bond must be supplied. Could we request ConnDOT what are the requirements associated with a payment bond, i.e. to cover progress payments?

A: The RFP does not contain provisions for progress payments. A payment bond is required to insure that the manufacturer's suppliers are paid.

Q: Additionally, what latitude can ConnDOT exercise in diminishing the amount of the bonds from 10% to 5%?

A: At this time, the bond requirements will remain at 10%; however, a reduction in the bonding requirements may be considered during the negotiation phase of the RFP process.

Q: Under the "Operator's Work Area", pg. 74 of 93, ConnDOT is requesting the windshield washer system to be a "dry arm" type, is this applicable to the coaches only, or does it also apply to the transit buses?

A: A dry arm system is requested for both transit and commuter buses.

Q: We would like to clarify if "minimum first year purchase", "remaining first year" and "option commitment" criteria mentioned on pages 87 of 93 and 90 of 93 (Exhibit A) corresponds to "Like replacements", "Unlike replacements" and "Options buses" shown in the tables for planned purchases over the next five (5) years mentioned on pages 12-13 of 94.

A: For the purposes of Section 3 Delivery Schedule, the "minimum first year order" is the total number of vehicles listed as first year like and unlike replacement vehicles. If it is possible for a proposer to expedite delivery of a portion of vehicles by providing for split delivery of some vehicles and completing the order later, then section 3b should be used to indicate when all of the first year like and unlike replacement vehicles would be delivered. Section 3c is to be used to provide the schedule that the option buses could be delivered if all options were exercised.

Q: In the contract # 09DOT7004 under the Insurance heading:

a. Section 36 (a) - requires Nova Bus to have an Owners and Contractors Protective Liability ("OCP") policy. Nova Bus does not currently have an OCP policy in place. Nova Bus is requesting to remove this requirement as this will add additional cost to the price of the bus.

A: *An OCP Policy will not be a requirement of this RFP.*

b. Section 36 (a) (4) – Nova Bus is requesting to remove the requirement of naming ConnDOT as additional insured. Nova Bus is a division of the Volvo Group and as a corporate policy Volvo does not name transit authorities as an additional insured.

A: *NO; the State of Connecticut must be named as an additional insured; however, transit authorities do not.*

c. Section 36 (b) - Nova Bus is requesting to remove this section. As part of our overall Volvo Insurance policy, Nova Bus does not release this information to third parties, as it is considered confidential information.

A: *NO; this requirement is mandated by statute.*

d. Section 36 (c) - Nova Bus is requesting to remove this section. Nova Bus is requesting to remove the requirement of naming the State as additional insured. Nova Bus is a division of the Volvo Group and as a corporate policy Volvo does not name third parties as an additional insured.

A: *NO*

e. Section 36 (g) – Nova Bus is requesting to insert the insurance company "will endeavor to mail" 30 days notice".

A: *NO*

f. Section 36 (h) – Nova Bus is requesting to remove this section entirely, as Volvo's Excess General Liability policy is done on a claims-made basis.

A: *NO*

Q: The deadline for receipt of questions is April 17th, 09. Is this an approved equal process, whereby we would submit our requests for equal/alternative, or is this a deviations with proposal type RFP, whereby we would submit our requests for variance, change/equal with our proposal submission?

A: *This is not an approved equal process. The page 16 sub-section #5 is correct. All deviations from the specification are to be submitted with your proposal.*

Q: If the April 17th deadline is the submission date for approved equals (requests for change to commercial terms, specified equipment, etc.) would CONNDOT consider extending this date to allow us additional time within which to prepare a more detailed set of responses? The stimulus monies allocated to Rolling Stock has led to a spike in market activity and any additional time would be greatly appreciated.

A: *As noted above, the April 17th deadline is not an "approved equals" deadline. April 17th is the deadline for questions.*

Q: Is a "searchable" copy of this RFP available? The file we downloaded was 51megs and cannot be easily transmitted or searched.

A: *The document posted on the State of Connecticut Contracting Portal is in the only format available.*

A: How will addendum(s) be issued? I assume that they will be posted to the State of Connecticut Contracting portal. Can you confirm?

Q: *All Addendums will be posted on the State of Connecticut Contracting Portal*

- Q: We could not find any references to a Pricing Adjustment clause for regulatory changes. Cummins has not yet identified the equipment or firm-pricing for its equipment, nor have they provided us with a BETA engine to test. Pricing to meet EPA2010 compliance is not yet available. Please confirm that The State of Connecticut will allow bidders to quote what is known and allow us to adjust our pricing for regulatory changes, once known.
- A: *The degree of price change due to Federal Regulatory changes are unknown to either party at this time, The price change will be negotiated between the parties. The vendor must supply cost documentation as requested by the Department.*
- Q: Please confirm that we are not required to bid on all line items. As an example, we do not build 45' high floor commuter buses.
- A: *We confirm that you are not required to bid on all line items.*
- Q: What is the definition of "unlike replacements"? Please refer to Page #12 of 94.
- A: *The terms Like Replacement and Unlike Replacement are for the internal capital planning use of ConnDOT. The terms signify that the equipment scheduled for replacement will be replaced with similar equipment or equipment of another size.*
- Q: Page #17 of 93: Bonds - Please confirm that once all buses are delivered and accepted in each "lot" that the bond will be returned to the builder and not withheld during the coach warranty period.
- A: *YES, we confirm that.*
- Q: Exhibit B: Price Schedule - New Flyer has the capability of offering multiple hybrid configurations in 30', 35' and 40' vehicle lengths. If we want to quote you more than one (1) option, where should we quote the optional hybrid powertrain options? We also have the capability of proposing more than one (1) vehicle platform (model) in a 35', 40' and 60' length, where should we quote those?
- A: *Attach separate sheets to Exhibit B: Price Schedule.*
- Q: Exhibit B: Price Schedule - If we can quote additional extended warranties for your evaluation, where should we add them?
- A: *We do not want any extended warranties that we have not asked for, otherwise we would be comparing apples to oranges.*
- Q: Page #34 of 93: (Paragraph 4) states that the normal operation in ambient temperature ranges of 10 deg F to 115 deg F, at relative humidity between 5 percent and 100 percent, and at altitudes up to 3000 feet above sea level. On page #42, (Paragraph 6) it states that the cooling system shall have an ambient capacity of at least 110 degrees F. with water as a coolant and sea level operation. Which is the correct value?
- A: *Page 34 is correct.*
- Q: Page #35 of 93: (Paragraph 5) states that the vehicle shall be constructed using only inherently corrosion-resistant materials and fasteners to minimize deterioration. The structure shall not require corrosion-preventive coatings or after-treatments either during construction or throughout the service life of the vehicle. However, the following paragraph states, All materials that are not inherently corrosion resistant shall be protected with corrosion-resistant coatings. We assume that a carbon steel structure with appropriate corrosion protection measures is acceptable (as it has in the past). Please clarify.
- A: *The intent was to obtain a bus structure that the majority of which did not require corrosion prevention but would allow incidental component parts to be so treated as needed. A bus may be proposed with a corrosion treated structure but it would not be rated as high as a non corrosion bus structure in the evaluation process.*

- Q:** Page #51 of 93: (Paragraph 5) states "The HVAC unit shall be a Thermo King T-Series or equal incorporating a bus rear-mount with a screw type compressor design." Moving forward to the 2010 emission requirements will require that the HVAC systems be roof mounted on our vehicle design. Please confirm that this change is acceptable. We also require confirmation that R407C refrigerant will be an acceptable refrigerant especially for the 60 foot bus where more cooling power is required. Please confirm.
- A:** *We have stated our preference but understand that you must propose your solution for meeting emission change requirements. All buses proposed will be evaluated how well they meet our preferences. The 60' artic bus proposed should meet our performance requirements and if you are not able to meet them with R407C you should propose another refrigerant.*
- Q:** Page #55 of 93: (Paragraph 3) states "The rear doorway centerline shall be rearward of the point midway between the front door centerline and the rearmost seat back." Please confirm that a single door located at the front be acceptable on a 30 foot bus? New Flyer cannot offer a two (2) door 30' product. We need to know as it will determine whether or not we bid this line item.
- A:** *Two doors are desired for the 30 foot bus. You may propose a single door 30 foot bus but it will receive a lower rating in the evaluation process for not meeting this preference.*
- Q:** Page #66 of 93: (Paragraph 3/4) states, "Side Sign: 16 rows x 160 columns; display height minimum 6.1 inch, display width 47 inches." These dimensions are applicable to a front sign. Please confirm that the side sign should be 8 x 96 that is 2.5 inches high by 37.4 inches wide which would be a typical side destination sign.
- A:** *The side sign should be 8 x 96 that is 2.5 inches high by 37.4 inches wide.*
- Q:** Page #87 of 93: Section 1a (Conformance with the Technical Specifications) - As there is no pre-approval of products or clarifications of our design (small design differences) allowed to be submitted prior to the bid due date, how will proposers be fairly evaluated on this item?
- A:** *The evaluation committee will evaluate each proposal how closely it meets our specification. For items submitted as equal the evaluation committee will evaluate if components are equal or not.*
- Q:** Page #89 of 93: Submittal Requirements - If we submit proposals for 30', 35', 40' and 60' buses, do you require a separate technical proposal for each model being offered? Based on your underlining "of each bus type", we take this to mean that technical proposals for each model/length/fuel type should be submitted separately. Please confirm.
- A:** *We confirm that a technical proposal is required for each model offered.*
- Q:** 40 of 94 Daimler Buses asks for approval to provide plastic interior side trim panels.
- A:** *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*
- Q:** 46 of 94 Daimler Buses asks for approval to provide Meritor axles.
- A:** *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*
- Q:** 22 of 93 Daimler Buses asks for approval to provide our standard training, which includes classroom and on vehicle training. Training videos are not available.
- A:** *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*
- Q:** 25 of 93 Daimler Buses asks for approval to withhold vendor information. it is a company policy not to disclose any vendor information or contact information to the customers in any format.
- A:** *Vendor information is needed in the event that problems with parts arise during the life of the bus. Failure to submit such information with the RFP may be reflected in the scoring of the Proposal.*

- Q:** 37 of 94 Daimler Buses asks for approval to provide Greenwood Forest Bus Panel, which is designed to last the life of the bus. These floor panels will not absorb moisture, will not rot, are resistant to mold growth and are impervious to insects. The panel meets stringent smoke, toxicity and flame standards ASTM E-162, ASTM E-662, ASTM E-119, BSS 7239 and NFPA 130 Tests and exceeds requirements for Docket 904.
- A:** *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*
- Q:** 57 of 93 Daimler Buses asks for approval to provide tempered nominally 3/16" safety glass for side windows and driver's window.
- A:** *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*
- Q:** 57 of 93 Daimler Buses asks for approval to provide a driver's window that does not provide egress. If egress is mandatory then a tool can be provided to break the glass.
- A:** *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*
- Q:** 75,76 of 93 Daimler Buses asks approval to provide a 24 volt electrical system. Daimler offers 12 volt supplies for the radio and farebox.
- A:** *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*
- Q:** 77 of 93 Daimler Buses asks approval to provide brushed motors for the following components:
- Windshield Wiper & Water Pump Motors
- Front Step Heater
- A:** *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*
- Q:** 90 of 93 Daimler Buses asks for clarification regarding the delivery schedule statement on page 90. Please clarify what is to be submitted for section 3c. Option commitment. Is Connecticut referring to buses that would be provided in outyears?
- A:** *For the purposes of Section 3 Delivery Schedule, the "minimum first year order" is the total number of vehicles listed as first year like and unlike replacement vehicles. If it is possible for a proposer to expedite delivery of a portion of vehicles by providing for split delivery of some vehicles and completing the order later, then section 3b should be used to indicate when all of the first year like and unlike replacement vehicles would be delivered. Section 3c is to be used to provide the schedule that the option buses could be delivered if all options were exercised.*
- Q:** Gillig requests deletion of the requirement to supply a 100% Payment Bond. This bond is required for public works contracts.
- A:** *A 10% Payment Bond is required. At this time, the bond requirements will remain at 10%; however, a reduction in the bonding requirements may or may not be considered during the negotiation phase of the RFP process.*
- Q:** Gillig requests approval to provide our Performance Bond issued by our surety company on their standard form. A sample is attached for your review and approval. Our surety company is licensed to do business in your State.
- A:** *We may or may not consider the submission of alternate bond forms during negotiations with the selected Contractor(s).*

Q: Gillig requests revision of this section to the industry standard:

The Agency shall make payment to the contractor within 30 calendar days after acceptance of each vehicle.

A: *The Contract terms have been approved by the State of Connecticut, Attorney General's Office. As this is an RFP, terms and conditions may or may not be modified with the selected Contractor(s) during the negotiation phase.*

Q: Gillig requests the addition of the following paragraph to your bid specifications:

Within fifteen (15) days after arrival at the designated point of delivery, each coach shall undergo the Agency tests. If the coach passes these tests, acceptance of the coach by the Agency occurs on the fifteenth day after delivery.

Acceptance may occur earlier if the Agency notifies the Contractor of early acceptance or places the coach in revenue service.

If the coach fails these tests, Gillig requests a letter of discrepancies for resolution be issued by the fifteenth day after delivery.

A: *Refer to RFP Section "Product and/or Service Specifications", page 19 - Quality Assurance; and page 26 - Acceptance of Bus for RFP requirements. As this is an RFP, this language may or may not be modified with the selected Contractor(s) during the negotiation phase.*

Q: Gillig maintains and pays the premiums for insurance of the types and limits it deems sufficient for its protection. Enclosed is a copy of our Certificate of Liability Insurance for your information and approval.

A: *Insurance requirements are detailed in the RFP documents.*

Q: Gillig agrees that all coaches to be manufactured, within a given production run will be duplicates in design, manufacture, installation, etc., as required by this section.

However, since this solicitation includes an option for additional coaches, Gillig requests approval that any such optional coaches may include regulated or legislated changes or product improvements initiated by Gillig and/or vendors without obligation to retrofit previous builds.

For example, the engine manufacturer might change engine emission components in order to assure a more reliable system or to meet regulatory requirements that might have changed. Gillig agrees to advise the Agency with regard to any significant variations of design or cost between coaches in the basic award and those exercised as part of an option.

A: *It is understood there may be some changes in each procurement year. ConnDOT would expect to be made aware of changes and sign off them. There is no expectation to retrofit previous builds.*

Q: Gillig wishes to advise the Agency that we continue to evaluate and pursue QS 9000 Certification and its contribution to actual quality improvements. We are concerned that many ISO/QS 9000 programs inadvertently compromise quality because they shift the focus from quality products to quality procedures (the Agency can probably cite many examples of poor quality from QS 9000 vendors).

We respectfully point out that ISO/QS 9000 is a program to document procedures and that it actually does not address acceptable/unacceptable quality levels – only procedures. Gillig believes that quality and customer satisfaction cannot be achieved through documentation and paperwork alone. What is required is the proper commitment, the right attitude and the appropriate experience. We know that paperwork cannot substitute for these human motivations.

Furthermore, Gillig reminds the Agency of its right to reject sub-standard buses, and that the ultimate judge of our quality should be the agency's own experience and inspectors, not a QS9000 certificate. We hope the Agency is not specifically interested in a documentation system per se, but in getting the best buses, and that is what we are committed to deliver, with or without QS9000.

Gillig has a very effective in-house Quality Assurance Program, as evidenced by our reputation of building the most reliable buses. Furthermore, our Q.A. program already includes the "quality-relevant" elements of QS9000, and most importantly, it is backed by a genuine and proven commitment to quality

products and service, as gauged by true long-term customer satisfaction and which is only possible through the diligent implementation of an effective and customer focused, continuous improvement program.

Gillig respectfully submits our continually improving reputation of customer satisfaction as proof of our commitment to quality and requests approval of our current Q.A. Program, which includes (a) our effective, proven and evolving in-house program, (b) our on-going pursuance of QS9000 improvements, and (c) our guarantee of your satisfaction with the quality of buses delivered under this procurement.

Gillig requests approval of the above.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig's sequence of build is to install interior wall and trim panels before the windows are installed. Due to assembly methods and techniques, it is impossible to water test the Gillig bus "before interior trim panels are installed".

Gillig does perform a complete water test as part of the final visual inspection of the inspection process. This inspection includes windshields, all windows, doors, roof hatches, as well as interior panels and spaces.

Gillig requests approval

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig wishes to advise the Agency that all training programs presented by Gillig Corporation instructors are individually tailored to be representative of the vehicle specifications and equipment supplied on the buses at the time of delivery. These programs may also be modified further to meet the needs and/or time constraints of the customer at the preproduction meeting, if Gillig is the successful bidder.

Gillig requests approval to provide the training program presented as follows:

1. One 24-hour electrical training class to be given by Gillig and scheduled by Gillig's trainer, and the Training Manager. Classes will be given at the property.

2. One 24-hour maintenance training class is to be given by Gillig and scheduled by Gillig's trainer, and the Training Manager. This class will be on whatever subject(s) the property feels they need help. This class will be given at the property.

3. Carrier or Thermo King will provide one 8-hour class on the air conditioning system.

4. Lift-U or Ricon will provide one 8-hour class on the wheelchair ramp.

5. Gillig to pay tuition only for 2-3 mechanics to attend Cummins engine maintenance training at nearest dealer. This class will be 16-24 hours.

6. Gillig to pay tuition only for 2-3 mechanics to attend Allison transmission maintenance class given at nearest Detroit Diesel dealer. This class will be 16-24 hours.

7. Luminator or Twin Vision will provide one 8-hour class on the destination sign system.

8. Gillig will provide a complete set of Low Floor training DVD's.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide the operator's, service and major component manuals twenty (20) days after delivery of the first production bus.

Gillig will also provide a "standard" or generic parts manual and suggested stocking list twenty (20) days after delivery of the first production bus.

Gillig also requests approval to provide the customized parts manual sixty (60) days after delivery of the first production bus, so that we can incorporate late changes requested or discovered during build.

A: *We prefer the delivery schedule listed in our specification. Deviations will be evaluated appropriately.*

Q: Gillig requests approval to provide our standard manuals and cross referencing information to satisfy this item in the specification. Gillig's parts manuals and parts price lists identify by part number and price all the equipment incorporated into the Low Floor coach as bid. The manuals also include cross-referencing to major OEM components and other competitive and alternative sources where available, but sometimes cannot include detail break downs because of proprietary, contractual, or other non-availability reasons. The Gillig parts manuals include part numbers, pictures and drawings as required in the specifications.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests information on the actual dollar per hour wage rate for the mechanics called for in this section. We also request to provide the straight wage rate plus the standard 25% for fringe benefits as a computation base for any work done under this section.

A: *A CTRANSPORT HNS Technician has a straight time rate of \$24.57/hour effective 4/5/09. Wage rates for Technicians in other transit systems in this procurement will be different. There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Gillig requests deletion of the requirement for the manufacturer to reimburse towing charges. The bus manufacturer has no control over this decision (tow/repair on site), and due to widely varying guidelines and criteria involved, it is impossible to predict the cost impact in the bid process. Gillig, as well as other manufacturers have in the past experienced major administrative problems and costs regarding towing charges. The APTA/FTA Standard Bus Procurement Guidelines do not require reimbursement for towing for these reasons and so Gillig requests concurrence.

Additionally, as a clarification, Gillig cannot pay any towing beyond the basic bus warranty, as this would increase the unrecoverable costs even further.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide reimbursement for parts at actual cost plus 10% percent for handling. This is consistent with industry standards.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide a structural integrity corrosion warranty of seven years/350,000 miles. This meets the current FTA guidelines and is an industry standard.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide a brake system warranty (excluding friction material) of two (2) years/50,000 miles. This is per the current FTA guidelines.

In addition Gillig clarifies that all standard or extended major component warranties required will be provided under the terms and conditions as specified by the component manufacturer's warranty administration policies and procedures.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide, on coach acceptance, the standard door systems warranty of:

Months OR Miles (wcf)	Coverage	
	Parts	Labor
12 /50,000	100%	100%

This is the warranty extended to Gillig by Vapor.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide on coach acceptance the standard Ricon warranty of:

Months OR Miles (wcf)	Coverage	
	Parts	Labor
12 /50,000	100%	100%

This is the warranty extended to Gillig by Ricon.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide the standard fan drive and power steering hydraulic system warranty from Sauer-Danfoss of 12 months/50,000 miles. This is the warranty extended to Gillig from Sauer-Danfoss.

Gillig requests approval to provide, upon coach acceptance, the standard fuel tank warranty of:

Labor	Months	OR	Miles (wcf)	Parts
	100%	12		50,000

This is the warranty extended to Gillig by Imperial Fabrications.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests deletion of the fleet defect requirement because it is (a.) unnecessarily burdensome and onerous on the bus manufacturer, since no major component suppliers offer fleet defect coverage, so by default, the bus manufacturer becomes responsible for components (such as engine, axles, etc.) not designed or built by the bus manufacturer, and this is unreasonable; (b.) fleet defect coverage is not standard practice in the automotive and heavy vehicle industry, so it is unfair to require bus manufacturers to provide a coverage that 99% of the industry (cars, trucks, school buses, specialty vehicles, etc.) does not offer, and (c.) the clause waiving the coverage for rejected approved equals essentially waives the requirement for all components since the bus is a purpose built vehicle customized to the Agency's specifications, and so our standardized designs would not be accepted (i.e. rejected), thus the waiver clause actually applies to all of the bus, making the fleet defect requirement redundant.

Gillig requests approval to waive this requirement, but confirms that all the other regular warranty provisions still apply.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide separate lines on the Price Sheet to keep the additional costs of the special tools separate from the base price of each coach.

Gillig also advises that we will provide an Itemized tool list, including tool description, part number and price.

A: *The price sheets required in this procurement will not be changed.*

Q: Gillig requests approval to delete the requirement to provide jacking adapters and wheel alignment tools.

Jacking adapters are not required on a Gillig coach and Gillig is not aware of any wheel alignment tools other than a basic wrench found in any shop.

Gillig will provide all other tools as specified.

A: *The price sheets required in this procurement will not be changed.*

Q: In response to this section Gillig advises we use a variety of corrosion preventative materials and measures, including aluminum and stainless steel, as well as insulating materials between dissimilar metals to prevent electrolysis, and a variety of other special assembly techniques.

In addition, Gillig uses corrosion and salt spray/resistant paints, and undercoats the understructure with PPG Corashield 7972.

For the Agency's review, enclosed is a copy of Gillig's Low Floor corrosion protection plan showing typical material selection for components.

Gillig also offers an optional radiator "E" coating package. Please indicate if this additional protection will be required of all bidders.

Approval of the above protection system is requested, along with a decision on the extra cost optional "E" coating.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Gillig wishes to advise the Agency that "the towing device shall allow the attachment of a rigid tow bar and will permit the lifting of the coach at curb weight by the towing device and the tow bar until the front wheels are clear of the ground". The front axle should be chained so that the shock absorbers and air springs are not damaged.

Gillig low floor buses incorporate towing provisions below the front bumper. Towing provisions consist of two eyes attached to the front frame crossmember. The rear tow eyes are incorporated in the rear most frame crossmember. These are accessible from under the bumper. The tow eye will accommodate a 1" hook. Please see attached.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig is in a full, ongoing program with all of our component suppliers to provide components and assemblies that meet or exceed the "Recommended Fire Safety Practices for Transit Buses and Van Material Selection". Due to developing technology and other factors, not all components are compliant at this time. Gillig requests approval.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide jacking points located on the front and rear axles, rather than jack pads mounted on the axle or suspension near the wheels. This is standard on the Gillig coach.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig wishes to advise the Agency that the flooring in the lower front section will be covered up the side walls as specified, however, the flooring in the raised rear platform area will be installed in a fully sealed butt joint configuration at the side wall.

Gillig requests approval.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide a phenolic composite sub-floor manufactured by Milwaukee Composites, Inc. (MCI) rather than the composite sub-floor specified.

MCI developed this light weight floor for the transit industry and it is the only composite sub-floor available on a Gillig coach at this time.

Please see attached.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide trim in various materials including ABS, durable rubber and molded fiberglass, rather than stainless steel.

Gillig engineering has determined the strategic location for each type according to engineering requirements.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig advises that the Gillig bus is designed and constructed to allow the use of full-tire snow chains in accordance with SAE J683, however, the snow chains must be installed on the inner dual tires.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide fiberglass wheelhouse covers color impregnated with a smooth Black non-reflective gel-coat material.

This results in an attractive and practical decor that minimizes external glare, as well as reflection from inside the coach. This is standard on the Gillig Low Floor bus.

Gillig requests approval to provide the lower skirt panels constructed of .10 inch thick aluminum and painted to Agency specifications. This is standard on the Gillig Low Floor coach.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide the standard rear mounting location for the license plate on the Gillig coach, which is in the rear access door to the right of center. It is illuminated by an LED lamp.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to delete the requirement for a center Splash shield on the front wheelhousing, Due to design constraints on the Gillig Low floor bus, a full width splash apron cannot be provided.
A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to delete the requirement for the entire interior to be cleanable with a hose, using a liquid soap attachment.

This cleaning practice is not recommended by Gillig,

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide the rear bulkhead behind the settee to be covered with carpeting rather than the paneling. The carpeting will provide attractive appearance, resistance to vandalism and sound deadening qualities that should be attractive to the Agency.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: The Gillig 29' Low Floor achieved an overall average of 4.1 0 MPG during Altoona testing with fuel mileage as high as 7.86 MPG in the commuter phase.

However, each agency's operation incorporates a wide variety of factors that directly effect the operating range of the coach, therefore, Gillig would anticipate that a 350 mile range could be achieved with the 75 gallon fuel tank.

Due to the unique operating profiles of each customer, including terrain, traffic conditions, weather, idle time and other factors, such as weight and emission standards which are beyond the manufacturers control, Gillig requests concurrence that the mileage, as specified by the agency, is an expected mileage range goal and not a guaranteed minimum by the manufacturer.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Gillig requests concurrence that the overall average MPG referred to in this section is the overall average for the Altoona tested Gillig Low Floor bus.

A: *The Altoona test results would be an acceptable method to provide documentation meeting the MPG requirement.*

Q: Gillig wishes to clarify and advise that while biodiesel fuel has a number of benefits, the use of certain types and concentrations of biodiesel may void some warranties and could reduce the life of some components.

Use of non-ASTM biodiesel blends from non-BQ9000 suppliers, in excess of B5, may void the engine manufacturer's warranty on fuel contacted components, and such blends of B 1 0 and higher may also void warranties of hoses, seals and fittings in contact with the fuel. Certain blends and higher concentrations contain acids and other elements that could attack elastomers and residual alcohol in the fuel, could loosen deposits that plug filters. Also oxidation stability, cold flow rates and microbial growth could pose issues, so we advise consulting your engine company and your fuel and additive suppliers for assistance.

Gillig provides this unbiased clarification for the benefit of the Agency.

A: *ConnDOT is aware of the benefits and proper use of biodiesel.*

Q: Gillig requests approval to provide the Cummins ISB 260 diesel engine rated at 260 HP and 660 pounds/foot torque.

The ISB is the only engine currently available for the Gillig Hybrid application.

Please see attached.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Gillig advises the Agency that the hybrid bus does not include an engine starter per se, the transmission motor functions as a starter.

A: *This should be noted in your proposal.*

Q: Gillig wishes to advise the Agency that various flexible fuel and oil lines within the engine compartment provided by the engine OEM are Aeroquip teflon lines with braided stainless steel jacket.

Gillig's recommended hydraulic hose installation is Aero Quip FC300 premium "Blue" steel braided hose.

Due to bend radius, the supply line (#20 hose) on the hydraulic reservoir will be Aeroquip heavy duty braided Black FC350 hose. Due to pressure requirements, the hydraulic pump output hose will be Aeroquip #444 high pressure hose.

The fuel lines within the engine compartment that go from fuel supply to filters and pump are Aeroquip FC350 premium braided hoses.

Gillig requests approval of this standard proven installation.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval for Aero Quip FC350 hose, black in color, for the supply and return fuel lines from the engine compartment bulkhead to the fuel tank. This is the Gillig standard.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide Allison's standard electronic fluid level monitoring and protection system supplied as part of the transmission or Hybrid drive unit.

This system provides an accurate fluid level reading and is accessed through the shift selector key pad.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to delete the requirement for an automatic neutral feature that causes the transmission to automatically shift to "Neutral" whenever specific parameters are met.

The auto neutral feature is not an available option on the Allison transmission.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide the retarder disabling switch located on the dash rather than in the engine compartment.

Gillig is standard with a dash mounted retarder disable switch to allow the driver to react and adjust for slippery or other adverse road conditions that retarder brake torque may effect.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Gillig requests approval for the Meritor (Rockwell) FH946 front axle, rated at 16,000 lbs. with 16 1/2" drums and "S" cam brakes.

The FH946 axle is Deep Drop I-Beam type, one piece and is designed with proper wheel and axle geometry so that imperfect front axle operation will not be encountered in service. The beam drop of 8 inches eliminates the need for entrance steps.

The axle design allows for maximum spacing between the air bags which provides a front aisle width of 36 inches. The axle meets the maximum load rating for the gross vehicle loads. The gross load includes seated plus standees.

The FH946 axle is available with oil or grease seals. Please see attached.

A: There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.

Q: Gillig requests approval to provide the Mentor (Rockwell) MFS-12-155 front/steer axle, rated at 10,000 pounds with 15" drums and "S" cam brakes.

A: There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.

Q: Gillig requests approval for Meritor's (Rockwell) 71163 single reduction rear axle rated at 26,000 lbs. with 14 1/2" drums, "S" cam brakes, and fixed load tubes.

A: There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.

Q: Gillig requests approval for the Meritor (Rockwell) RS21160 single reduction rear axle rated at 21,000 lbs. with 16 1/2" brake drums and "S" cam brakes. Gillig also advises that the load tubes are fixed and the wheel bearings are oil lubricated.

A: There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.

Q: Gillig requests approval to provide our standard front and rear shock absorbers with natural rubber shock bushings. Gillig advises that elastomeric type bushings have been found not to meet the durometer hardness requirements.

Gillig also wishes to advise the Agency that if any shock bushings other than natural rubber are required, Gillig will not warranty any shock absorber mount failures.

A: There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.

Q: Gillig requests approval to provide a flashing amber light mounted on the exterior of the bus aft of the entrance door with audible alarm. The driver will also have an indicator warning light on the dash.

Gillig also wishes to advise that the kneeling lamp is approximately 2" in diameter with a 4-second cycle time to facilitate boarding, as specified in this section.

A: There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.

Q: Gillig requests approval to provide our standard TRW tilt and telescoping steering column, with the tilting and telescoping ranges as shown on the attached engineering drawing.

The steering column is fully adjustable to maximize driver comfort and has performed successfully in over 10,000 Gillig coaches. Please see attached.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig advises that each operation incorporates a wide variety of factors that directly affect brake lining mileage. In calling for retarders in the specification, a major step has been taken in reducing the number of relines required during the life of the bus. Due to the unique operating profiles of each customer, including terrain, traffic conditions, weather and driver training, it is impossible for the manufacturers to establish guidelines for exact mileage of component life. Therefore, Gillig requests concurrence that the replacement life as specified by the Agency is an operational guideline only, and not a guaranteed requirement.

A: *It is expected that the proposer will be able to provide some test documentation to meet the brake requirements listed in this specification.*

Q: Gillig requests approval to provide the following safety equipment mounted behind the driver's seat.

(1) Amerex Model 400T ABC 5 lb. fire extinguisher.

(1) KD#810-4645 safety triangle kit

(1) Wheel chock

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to delete the requirement for all air tanks to be equipped with clean-out plugs and drain valves.

The air reservoirs on a Low Floor bus are mounted in the roof structure in an air tank compartment under the roof making plugs and drain valves impractical.

Gillig will supply four (4) drain valves on the road side of the bus conveniently located approximately waist high above the battery box.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to delete the requirement for a driver's vent to be installed.

The design of the Gillig Low Floor bus precludes the installation of a driver's ram air type ventilator.

Gillig will provide a driver's booster fan that provides cooled air from the air conditioner to the driver's compartment. There are two fan speeds, "HIGH" and "LOW".

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide our standard heater air ducting located on the ceiling lines above the windows.

The Gillig Low Floor bus does not incorporate in its design ducts at the floor level.

Gillig will provide sufficient underseat heaters as specified.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide our standard heater air ducting located on the ceiling lines above the windows.

The Gillig Low Floor bus does not incorporate in its design ducts at the floor level.

Due to the design of the 29-foot Low Floor bus, underseat heaters cannot be provided, however, "Warm Welcome" mats will be provided as specified.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide the standard Gillig Low Floor interior light control system which includes a three (3) position toggle switch (all-off-rear). The switch gives the driver the option of having all the lights on or having the front entrance door control the operation of the first roadside lamps and all the lamps curbside of the coach (extinguishing as the door closes). This system provides flexibility to the operator and provides additional lighting that may be required when boarding elderly or disabled individuals.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide a "swing type" rear exit door manufactured by Gillig Corporation, rather than the slide-glide type specified. A slide-glide rear exit door is not available on the Gillig coach.

The door is operated by door equipment manufactured by the Vapor Corporation.

The door is controlled by a five (5) position control valve mounted to the left of driver's seat. The valve is placed to not interfere with the driver. Provision is made to permit manual door operation in the event of loss of pressure or failure of electrical circuit.

A: *A slide guide or a swing door is required for the bus exit door(s).*

Q: Gillig requests approval to provide front door dimensions as follows:

Door frame width 40"

Opening width to door panel 34.5"

Opening width to handle 31.0"

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval for a minimum front door header clearance of 75".

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide both the front and rear doors with split glazing fully glazed in the upper and lower sections of each leaf.

This is the only door glazing configuration available from Gillig at this time.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests clarification on the side window tint desired by the Agency. Please indicate below the tint desired.

LIGHT TRANSMISSIVITY

APPROVED

DENIED

28% Dark Gray Tint

44% Medium Gray Tint

These are the only tints available from our supplier at this time.

This is the only door glazing configuration available from Gillig at this time.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: In compliance with this section, Gillig is submitting the attached sample seat layouts for the Agency's review. These are intended to show basic layout configurations only, and not specific details or dimensions.

If Gillig is the successful bidder, we will provide custom layouts for the Agency's approval prior to production.

A: *Seat layouts should be submitted with your proposal(s).*

Q: Gillig requests approval to provide a minimum hip to knee dimension of 26.0".

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide the Gillig standard polystyrene EPS insulation.

Gillig wishes to advise the Agency that this standard Gillig closed cell insulation meets the intent of this section, however, it is not sealed as described in this section. Enclosed is the letter of certification from our supplier.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide Gillig's standard DuPont Imron 5000 low VOC paints/coatings for this section.

The DuPont coatings supplied will be polyurethane enamel coatings matching specified colors and gloss. These coatings can be repaired with conventional paints/coatings readily available throughout the United States. Please see attached.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to provide DuPont Imron 8840S polyurethane clear coat low VOC paint for this section, rather than the clear coat specified.

DuPont Imron 8840S clear coat is the only clear coat available at the Gillig factory at this time. Please see attached.

A: *There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.*

Q: Gillig requests approval to supply the ADA approved Twin Vision all LED electronic destination sign system for this section.

The system will provide the following:

Front Sign:	7.9 inch	16 rows x 160 columns
Curb Side Sign:	4.25 inch	14 rows x 108 columns
Rear Sign:	6.1 inch	16 rows x 48 columns
Dash Sign:	4.25 inch	14 rows x 36 columns

Please see attached.

A: If this sign is in your proposal it will meet our specification.

Q: Gillig requests approval for the driver's light switch to be mounted on the light fixture. This is standard on the Gillig coach. The driver's light is mounted above and left of the driver, within easy arm's reach.

A: There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.

Q: Gillig requests approval to provide both the accelerator and brake pedals at an angle of 41 degrees from true horizontal.

This pedal angle is designed to provide for ankle motion without fatigue.

A: There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.

Q: Gillig requests approval to provide windshield wiper arms, with two (2) washer jets per arm.

This configuration has performed successfully in over 10,000 coaches in a variety of environments.

A: There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.

Q: Gillig requests approval to delete the requirement for a 110v ac to 12v dc unit with automatic battery disconnect to be built into the bus so that when the bus is plugged in from outside power it can provide internal electrical power to the vehicle.

This is not an available option from Gillig.

If required, Gillig can provide an interior switch in the area of the entrance door to turn on interior lights for bus cleaning, etc.

A: There is no preapproval process with this RFP. You may submit a proposal with a deviation and it will be evaluated appropriately.

Q: Gillig LLC is a privately held California company with the financial ability to complete this procurement. We have a fully operational, fully staffed manufacturing plant located in Hayward, California to manufacture the vehicles proposed in compliance with specifications.

We request approval to delete the submission of our financial report with the bid documents.

If we are the successful bidder, we can supply the financial report on request.

A: Financial information is a requirement of the "Submittal Requirements" of the RFP. Failure to submit such information with the RFP may be reflected in the scoring of the Proposal.

Q: Please advise if this procurement includes the following:

Bid Bond _____ %

Performance Bond _____ %

A: *The Bonding requirements as stated in the "Proposal Requirements: section of this RFP are as follows: NO Bid Bond, 10% Performance Bond, 10% Payment Bond, however, a reduction in the bonding requirements may be considered during the negotiation phase of the RFP process.*

Q: In order to best serve the interest of the Procuring agency, and to assist in determining the lowest bidder for this procurement, we recommend the use of the FT A approved Producer's Price Index (CPPI) for Truck and Bus Bodies #1413 for the purchase of "Option Orders",

Use of the PPI avoids arbitrary inflation estimates which may unnecessarily raise the option bus prices quoted.

For multi-year procurements, the use of the PPI has been well accepted in the transit industry and approved by the FTA.

A: *The Department will accept using the Producer's Price Index 1413 as the means for price adjustment over the duration of this contract. The use of this specific index was recommended by two manufactures. However, it must be noted that the amount negotiated between the Department and the proposer as the cost being due to Federal Regulatory changes will be excluded from price adjustment calculations based upon the PPI index change as the cost of the Federal regulatory changes will be reflected in the index itself.*

REQUEST FOR PROPOSAL

DOT RFP-11 Rev. 1/09

Mary Matuszak

Fiscal Admin. Supervisor

(860) 594-2342

Telephone Number

mary.matuszak@ct.gov

E-Mail Address

(860) 594-2260

Fax Number

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
PURCHASING AND MATERIALS MANAGEMENT
2800 Berlin Turnpike
Newington, CT 06011

NOTICE TO VENDORS: Logon to the DAS web page,
Click on **Subscribe** (in the right-hand column) and
Complete the form to automatically receive notification of
New Bids & RFP's via e-mail.

http://ww.das.state.ct.us/Purchase/New_PurchHome/busopp.asp
DAS Procurement Services Web Page

Request for Proposal (RFP)
SPECIFICATIONS & PROPOSAL DOCUMENTS ATTACHED

RFP Number: 09DOT7004

RFP Due Date & Time: May 28, 2009 at 2:00 pm Eastern Time

DESCRIPTION: Purchase of Low Floor Heavy Duty Transit Buses and High Floor Heavy Duty Suburban Buses

Special Instructions: Questions are due by 2:00 pm Eastern Time on April 17, 2009

NOTE: RFP's are not opened in public on the due date.

Procedure for Hand-Delivering RFP Responses
Bring hand-delivered Responses to:
DOT, PURCHASING AND MATERIALS MANAGEMENT, 2800 Berlin Turnpike, Newington, CT 06011
Between 1:30 pm and 2:00 pm

If you hand deliver a response to DOT, Purchasing and Materials Management at any other time,
Please call (860) 594-2342 for further instructions.

Vendors cannot enter buildings without a valid photo ID.

This contract replaces the following contract award(s) in part or in total: NONE

SEALED RFP NO.: 09DOT7004
RFP DUE DATE/TIME: May 28, 2009

at 2:00 pm
RFP

Return Proposal To:
Department of Transportation
Purchasing and Materials Management
2800 Berlin Turnpike
Newington, CT. 06011

Note: Always use mailing label at left on all packages when returning your response.

Responses must be time & date stamped by
DOT, Purchasing and Materials Management personnel

Responses cannot be accepted
after specified RFP Due Date & Time.

Allow sufficient time if responding by mail.
Mailing your response to DOT, Purchasing and Materials Management is preferred. If hand-delivering your response, see above instructions.

EXHIBIT B
PRICE SCHEDULE AND PAYMENT TERMS

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
PURCHASING & MATERIALS MANAGEMENT

Contract Award No.:
09DOT7004

ConnDOT Purchasing Contact:
Mary Matuszak
Fiscal Admn. Supervisor

Telephone Number:
(860) 594-2342
e-mail: mary.matuszak@ct.gov

EXHIBIT B
PRICE SCHEDULE
For Contract Award No. 09DOT7004

As revised through negotiations held on 9/11/09

DELIVERY:
SEE BELOW

TERMS: **Net 45 Days**
CASH DISCOUNT:
0.29 % 10 Days

Prices shall include all transportation charges FOB state agency.

Page 1 OF 1

PROPOSER NAME:
New Flyer of America Inc.
SSN OR FEIN #
45-0414949

	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	UNIT PRICE
	MAKE AND MODEL		
	TENTATIVE DATE OF DELIVERY After Receipt of Order (ARO)		
	DIESEL		
2.	35' Low Floor: <u>New Flyer XD35</u> Base Order: 507 First Year Options: 521 days ARO	each	\$ <u>376,349.00</u>
3.	40' Low floor: <u>New Flyer XD40</u> Base Order: 365 First Year Options: 472 days ARO	each	\$ <u>383,036.00</u>
	HYBRID Electric		
7.	35' Low Floor: <u>New Flyer XDE35</u> Base Order: 507 First Year Options: 521 days ARO	each	\$ <u>560,349.00</u>
8.	40' Low Floor: <u>New Flyer XDE40</u> Base Order: 365 First Year Options: 472 days ARO	each	\$ <u>567,036.00</u>
	Expedited Delivery:		
	35' Low Floor (Diesel): <u>New Flyer D35LFR</u> 35' Low Floor (Diesel) Bus Engines: <u>EPA2007</u> Prior to the end of Q2/2010	20	\$ <u>337,682.00</u>
		20	\$ <u>28,000.00</u>
	Discount Percentage: <u>0.29 %</u> Discount Maximum Time Period: <u>10</u> Days		
	NOTES:		
	1. All prices above (with the exception of the itemized bus engine price) include a \$1,624.00 per bus discount from original RFP price proposal of \$377,973.00 (Diesel) and \$561,973.00 (Hybrid) for 35' buses, and \$384,660.00 (Diesel) and \$568,660.00 for 40' buses, for ConnDOT's waiver of the Performance and Payment Bond requirements.		
	2. The price for twenty (20) New Flyer D35LFR buses also includes a \$10,667.00 discount per bus, which accounts for the difference in pricing between the EPA2010 and EPA2007 engines; the difference in the particulate trap; removal of the EPA2010 support provisions (UREA lines, etc.); and the change in HVAC from Thermo King RLF (roof) to Thermo King T11 (rear).		
	3. The itemized price for the EPA2007 Bus Engines includes insurance and storage. ConnDOT will take title to the engines upon payment.		
	4. In the event that there are any changes in the Federal Motor Vehicle Safety Standards between the execution of this contract and date of manufacture, any new requirements applicable at the time of manufacture will be negotiated separately and the price for same will be established.		

Initial: MM
Date: October 15, 2009
M. Matuszak

ConnDOT Purchasing Contact:
Mary Matuszak
Fiscal Admin. Supervisor

Telephone Number:
(860) 594-2542
e-mail: mary.matuszak@ct.gov

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
PURCHASING & MATERIALS MANAGEMENT

EXHIBIT B
PRICE SCHEDULE
For RFP No. 09DOT7004

IMPORTANT!
RETURN ORIGINAL AND THREE COPIES

Payment terms are net 45 days. Any deviation may result in RFP rejection.
RFP prices shall include all transportation charges FOB state agency.

Page 2 OF 2

OPTIONAL SPARE PARTS AND EXTENDED WARRANTY PRICING

RFP NO.:
09DOT7004

DELIVERY:

All deliveries stated above for Base and Option Buses. This also applies to Spare Parts.

TERMS: CASH DISCOUNT:

Net 10 0.29% 10 Days

PROPOSER NAME:

New Flyer of America Inc.
SSN OR FEIN #
#45-0414949

Item #	(Quantity) Description of Item	30 Bus Unit Price	35 Bus Unit Price	40 Bus Unit Price	45 Bus Unit Price	60 Bus Unit Price
1	(1 to 10) Diesel Bus Engine with filters, turbocharger, air compressor, ECM and hose lines	\$51,388.00	\$51,388.00	\$51,388.00	\$ No Bid	\$55,261.00
2	(1 to 10) Diesel Bus Transmission	\$16,253.00	\$16,253.00	\$16,253.00	\$ No Bid	\$20,202.00
3	(1 to 5) Rear Axle Assembly	\$12,778.00	\$12,778.00	\$12,778.00	\$ No Bid	\$12,778.00
4	(1 to 5) Differential Assembly	\$3,881.00	\$3,881.00	\$3,881.00	\$ No Bid	\$3,881.00
5	(1 to 5) Driver's Seat	\$2,240.00	\$2,240.00	\$2,240.00	\$ No Bid	\$2,240.00
6	(1 to 5) Radiator Assembly	\$4,124.00	\$4,124.00	\$4,124.00	\$ No Bid	\$4,124.00
7	(1 to 5) Diesel Particulate Filter	\$5,736.00	\$5,736.00	\$5,736.00	\$ No Bid	\$5,736.00
8	(1 to 3) Air Compressor	\$1,677.00	\$1,677.00	\$1,677.00	\$ No Bid	\$3,297.00
9	(1 to 3) Alternator and Starter	\$2,150.00	\$2,150.00	\$2,150.00	\$ No Bid	\$2,150.00
10	(1 to 3) Electronic Destination Sign	\$2,823.00	\$2,823.00	\$2,823.00	\$ No Bid	\$2,823.00
11	(1 to 3) Multiplex System	\$17,185.00	\$17,185.00	\$17,185.00	\$ No Bid	\$17,185.00
12	(1 to 3) Complete Video Recording System	\$7,820.00	\$7,820.00	\$7,820.00	\$ No Bid	\$7,820.00
13	Extended Engine Warranty (to five years)	\$4,800.00	\$4,800.00	\$4,800.00	\$ No Bid	\$4,800.00
14	Extended Transmission Warranty (to five years)	\$2,246.00	\$2,246.00	\$2,246.00	\$ No Bid	\$2,444.00
Extended Hybrid Drive Warranty (to five years)		\$28,000.00	\$28,000.00	\$28,000.00	No Bid	\$31,500.00

EXHIBIT C
SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND
PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN
CONTRIBUTION AND SOLICITATION BAN**



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106 – 1628

SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF
CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

EXHIBIT D

FTA REQUIRED CLAUSES

FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES

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FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118 41 CFR Part 301-10

Applicable to: Contracts that have transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.

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.

2. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241 46 CFR Part 381

Applicable to: All contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Use of United States-Flag Vessels. The Contractor agrees:

(1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 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 the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.)

(3) to include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

3. ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq. 49 CFR Part 18

Applicable to: All contracts.

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.

4. FEDERAL CHANGES

49 CFR Part 18

Applicable to: All contracts.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (14) dated October 2007) between ConnDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicable to: All contracts.

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

(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.

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

31 U.S.C. 3801 et seq. 49 CFR Part 31, 18 U.S.C. 1001 49 U.S.C. 5307

Applicable to: All contracts.

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

(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 FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent 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.

7. RESERVED

8. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicable to: All contracts.

(1) Nondiscrimination 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 American 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.

(2) Equal Employment Opportunity

(a) 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 (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) 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.

(c) Disabilities

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

implementing requirements FTA may issue.

(3) 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.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

49 CFR Part 26

Applicable to: All contracts.

(1) The Federal Fiscal Year goal has been set by ConnDOT in an attempt to match projected procurements with available qualified disadvantaged businesses. ConnDOT's goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by ConnDOT as set forth by the Department of Transportation Regulations 49 CFR Part 26, and is considered pertinent to any contract resulting from this request for quotation/proposal. If a specific DBE goal is assigned to this contract, it will be clearly stated in the RFP documents, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, ConnDOT may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the RFP documents, it will be understood that no specific goal is assigned to this contract.

(a) Policy – It is the policy of the Department of Transportation and ConnDOT that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, have an equal opportunity to receive and 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, apply to this Contract. It is also the policy of ConnDOT to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs; and
- Help remove barriers to the participation of DBEs in DOT-assisted contracts.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. It is further the policy of ConnDOT to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of ConnDOT procurement activities are encouraged.

(b) DBE obligation – The Contractor and its subcontractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, ConnDOT may declare the contractor noncompliant and in breach of contract. Guidance concerning good faith efforts may be found in the RFP documents and are also listed in ConnDOT's Disadvantaged Business Enterprise Program document.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with ConnDOT's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of ConnDOT and will be submitted to ConnDOT upon request.

(e) ConnDOT will provide affirmative assistance, as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation.

(1) The assistance may include the following upon request:

- Identification of qualified DBEs,
- Available listing of Minority Assistance Agencies,
- Holding bid conferences to emphasize requirements.

(2) Prime Contractors are encouraged to use the services of DBE banks.

(3) DBE Program Definitions:

(a) Disadvantaged business enterprise or DBE means a for-profit small business concern -

i. That is at least 51 percent owned by one or individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or such individuals; and

ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(b) Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (12 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

(c) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is -

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are reputably presumed to be socially and economically disadvantaged:

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific American", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of Pacific Islands (Republic of Palua), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

10. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j) 49 CFR Part 661

Applicable to: Construction contracts and acquisition of goods or rolling stock (valued at more than \$100,000).

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A proposer must submit to the FTA recipient the appropriate Buy America certification with all proposals on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The certificate titled *Buy America Certification* must be completed and returned with your proposal.

11. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicable to: All contracts and subcontracts which exceed \$100,000.

(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.

12. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicable to: Contracts for construction, architectural and engineering, acquisition of rolling stock, professional service contract, operational service contract, and turnkey contracts which exceed \$100,000.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995,

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

The certificate titled *Certification Regarding Lobbying* must be completed and returned with your proposal.

13. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicable to: Contracts as described below.

Access to Records and Reports. If applicable, the contractor agrees to provide the STATE, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the contractor's records and construction sites pertaining to the major capital project, defined at 49 U.S.C.5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

The contractor shall make available records related to the Agreement to the STATE, the Secretary of Transportation, and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the contractor agrees to maintain same until the STATE, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

14. CLEAN AIR

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

Applicable to: All contracts exceeding \$100,000.

(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.

15. RECYCLED PRODUCTS

42 U.S.C. 6962 40 CFR Part 247 Executive Order 12873

Applicable to: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

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.

16. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29 Executive Order 12549

Applicable to: All contracts and subcontracts which exceed \$25,000.

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

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by ConnDOT. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to ConnDOT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this proposal is valid and throughout the period of any contract that may arise from this proposal. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

17. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1F

Applicable to: All contracts in excess of \$100,000.

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

support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

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

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

18. RIGHT OF PROTEST

FTA Circular 4220.1F

Applicable to: All contracts

Any protest by an interested party regarding this procurement shall be made in accordance with FTA regulation, pursuant to the procedures provided in FTA C4220.1F. Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements and Participation by Disadvantaged Business Enterprise in Department of Transportation Programs.

A. Protests will only be accepted by ConnDOT from prospective Bidders whose direct economic interest would be affected by the award of a contract or refusal to award a contract. Protests shall be submitted to the Director of Purchasing at 2800 Berlin Turnpike, Newington, CT 06131. Outer packaging or envelope must be clearly marked "PROTEST 09DOT7004". ConnDOT will consider all such protests, whether submitted before or after the award of a contract, meeting the criteria identified below. ConnDOT does not intend to allow the filing of protests to unnecessarily delay the procurement process. All protests must be in writing and conform to the following requirements:

1. Be concise and legally arranged.
2. Provide name, address and telephone numbers of protester.
3. Identification of the solicitation or contract number.
4. Provide a clear and detailed statement of the legal and factual grounds of the protest including copies of all relevant documents.
5. Provide a statement as to what relief is requested.

B. Protest before award must be submitted within ten (10) calendar days prior to Bid opening due date, which will include protests addressing the adequacy of the procurement including the pre-award procedure, instruction to Bidders, general terms and conditions, specifications and scope of work. If the written protest is not received by the time specified, the Bid or evaluation process shall continue. Thereafter, all issues and appeals are deemed waived by all interested parties.

ConnDOT will determine if the Bid opening should be postponed. If the opening is postponed, ConnDOT will immediately contact Bidders who have been furnished a copy of the Bid that a protest has been filed and that opening is postponed until a final decision is issued. An appropriate addendum will be issued regarding a rescheduling of the opening.

C. Bidders who have a potential of becoming eligible for award may submit a protest against the making of an award. Bidders may submit a protest after the receipt date of Bids to protest against making an award. Protests must be submitted within five (5) ConnDOT business days, conforming to section (A) above, prior to the award date of the contract. Award of contract will be suspended for five (5) ConnDOT business days after ConnDOT responds, in detail, to each substantive issue raised in the protest. However ConnDOT reserves the right to proceed in contract award if it is determined that:

1. The items to be procured are urgently requested, or;
2. Delivery or performance will be unduly delayed by failure to make the award promptly, or;
3. Failure to make a prompt award otherwise causes undue harm to ConnDOT, the State of Connecticut or the Federal Government.

D. Protest against an award must be filed with ConnDOT within five (5) ConnDOT business days immediately following the award. This protest shall conform to requirements of section (A) above. Thereafter, such issues are deemed waived by all interested parties. If it appears that the award may be invalidated and a delay in receiving the supplies or services is not prejudicial to ConnDOT interest, ConnDOT shall by a mutual agreement with the contractor, suspend performance on a no-cost basis.

ConnDOT will evaluate any protest and the Transit Administrator or his designee will make a decision. ConnDOT will respond in writing to each substantive issue raised in the protest. ConnDOT's determination will be final. Following an adverse decision by ConnDOT, the protester may file a protest with the FTA only if ConnDOT fails to have or follow its protest procedures, or ConnDOT fails to review a complaint or protest, as review of protests by FTA are limited these items only.

An appeal to FTA must be received by the cognizant FTA regional office, with a copy to ConnDOT, within five (5) working days of the date the protester knew or should have known of the violation. It must include the Conn DOT project solicitation number, a statement of the grounds for protest and all supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures. Violation of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicable to: All contracts.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, 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 ConnDOT requests which would cause ConnDOT to be in violation of the FTA terms and conditions.

20. COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

Contractor (Proposer) is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FTA requirements.

Upon request of ConnDOT or FTA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

21. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

Accessibility. Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

22. BUS TESTING
49 U.S.C. 5323(c)
49 CFR Part 665

Applicability to: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

23. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS
49 U.S.C. 5323
49 CFR Part 663

Applicability to: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

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

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Proposer certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the proposal specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

24. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (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 clause 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 clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - ConnDOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

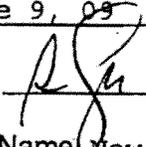
(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Proposer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date June 9, 09

Signature 

Company Name New Flyer of America Inc.

Title Executive Vice President - Sales & Marketing & CFO

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

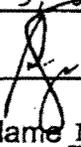
Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date June 9, 09

Signature 

Company Name New Flyer of America Inc.

Title Executive Vice President - Sales & Marketing & CFO

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

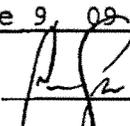
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CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: June 9, 09

Signature: 

Company Name: New Flyer of America Inc.

Title: Executive Vice President - Sales & Marketing & CFO

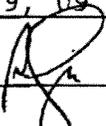
**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS
FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

(To be submitted with a proposal exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: June 9, 09

Signature: 

Company Name: New Flyer of America Inc.

Title: Executive Vice President - Sales & Marketing & CFO

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

**DEBARMENT AND SUSPENSION CERTIFICATION
(LOWER TIER COVERED TRANSACTION)**

The prospective lower tier participant (Proposer) certifies, by submission of this proposal, that neither it nor its "principals" as defined at 49 C.F.R. § 29.105 (p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space

THE PROPOSER, New Flyer of America Inc. CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.



Signature of the Proposer's Authorized Official

Paul Smith - E.V.P. Sales & Marketing

Glenn Asham - CFO Name and Title of the Proposer's Authorized Official

June 9, 09 Date

FEDERAL BUS TESTING NARRATIVE

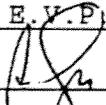
1. Will Federal Bus Testing be required for the model, type and power train configuration of the buses and other equipment described in these specifications?

Yes for only the 35' and 40' buses.

2. If the Answer to Question #1 is "yes", Please provide in narrative form below the following:
- a.) The reasons why Federal Bus Testing will be required.
 - b.) The expected schedule for the beginning and completion of such test.

a) Testing is required as New Flyer is launching a next generation platform for our 35' and 40' low floor model(s).

b) Testing has already commenced at both Altoona and Ortech.

Company Name:	New Flyer of America Inc.
Authorized Representative:	Paul Smith & Glenn Asham
Title:	E.V.P. Sales & Marketing & CFO
Signature:	
Date:	June 9, 09

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each proposal exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

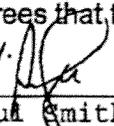
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, New Flyer of America Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

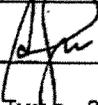


Paul Smith - E.V.P. Sales & Marketing
Glenn Asham - CFO
Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official

June 9, 09 Date

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned [Contractor/Manufacturer] certifies that all vehicles manufactured and delivered to the State of Connecticut, Department of Transportation in full compliance with the Americans With Disabilities Act. 49 CFR 38.

Company Name:	New Flyer of America Inc.
Authorized Representative:	Paul Smith & Glenn Asham
Title:	E.V.R Sales & Marketing & CFO
Signature:	
Date:	June 9, 09

DBE APPROVAL CERTIFICATION

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26.49, Participation by Disadvantaged Business Enterprises in DOT Programs, and that our goals have not been disapproved by the Federal Transit Administration.



Signature of the Proposer's Authorized Official

Paul Smith

Name and Title of the Proposer's Authorized Official

September 11, 2009

Date