PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CHANGE ORDER # | STANDARD PO NUMBER | CONTRACT PO NUMBER 2899613

Insurance Requirement
ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One)
☐ CONSTRUCTION/DEMOLITION ☐ LEASE ☐ DEED
☒ PROFESSIONAL SERVICES

DEPARTMENT HEAD'S SIGNATURE: Paul C. Polish for Dan Dirks

DEPARTMENT: TRANSPORTATION

FUNDING SOURCE (Percent)
FEDERAL 80% STATE 20% CITY % OTHER %

DEPARTMENT CONTACT PERSON: SAMUEL ELMER

PHONE NO.: 833-7715

REVISION | REVISION

CONTRACTOR'S NAME:
NEW FLYER, LLC

DATE PREPARED: 10/20/14

CONTRACTOR'S ADDRESS:
711 KERNAGHAN AVE.
WINNIPEG, MANITOBA, CANADA R2C3T4

ENGINEER'S ESTIMATE ☐ CONTRACT ☒ CHANGE ☐
TOTAL CONTRACT AMOUNT $10,600,000
TOTAL CPO AMOUNT $
CHANGE AMOUNT $

PHONE NO 800.665.2637

☐ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 98-0107052

MINORITY FIRM ☐ YES ☒ NO

PURPOSE OF CONTRACT: TO PURCHASE 19 TRANSIT COACHES

CHARGE ACCOUNT: SEE ATTACHED SHEET

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT — AUTHORIZED DEPARTMENT REPRESENTATIVE	10/20/14 1:30pm
OCT 20 2014	**BUDGET** ☒ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL — BUDGET DIRECTOR OR DEPUTY	OCT 23 2014
	GRANT MANAGEMENT SECTION ☐ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL — GRANT ACCOUNTANT	
OCT 24 2014	**FINANCE DEPARTMENT** ☒ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL — FINANCE DIRECTOR OR DEPUTY	10/27/14
	LAW DEPARTMENT ☒ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL — CORPORATION COUNSEL	10/27/14
	PURCHASING DIVISION — PURCHASING DIRECTOR	11/14/14

14 OCT 28 PM 12:06
CITY OF DETROIT FINANCE DEPARTMENT PURCHASING DIVISION

RECEIVED OCT 27 2014 CITY OF DETROIT CONTRACTS SECTION LAW DEPARTMENT

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____

COD-PO-15-0799

Use Only One Set For Each Contract Package

QC NOV 05 2014

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: November 6, 2014

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

There were no contracts approved on October 28, 2014, that were Reconsidered

The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of November 5, 2014 and ***APPROVED.***

Reported by the Budget, Finance and Audit Committee:

2657451,Chg.6 Bellefuil, Szur & Assoc. + $850,225 to $3,455,875 FINANCE
Submitted in the List and Referred October 28, 2014.

Reported by the Internal Operations Committee:

2898418 CW Professsionals $2,000,000 INFORM.TECH.SERVICES
Submitted in the List and Referred October 28, 2014.

86888,Chg.1 Jada Cash-Wilson (Cushingberry) + $28,026 to $33,246 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with ***WAIVER***.

86892,Chg.1 Paris Powell (Cushingberry) + $16,302 to $20,262 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with ***WAIVER***.

86977 Derrick Hall, II (Cushingberry) $1,760 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with ***WAIVER***.

86999 George Etheridge (Legislative Policy) $39,697.69 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with ***WAIVER***.

87000 Rachel Orange (Cushingberry) $17,200 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with ***WAIVER***.

87001 Cleo Teresa Wiley (Cushingberry) $19,264 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with ***WAIVER***.

87002 Tynesha McKinnie (Cushingberry) $7,700 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with ***WAIVER***.

The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of November 5, 2014 and ***APPROVED.***

Reported by the Internal Operations Committee: *continued*

87004 David Cavanagh (Cushingberry) $7,700 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with ***WAIVER***.

87005 Gabrielle Clement (Cushingberry) $7,700 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with ***WAIVER***.

87006 Arthur J. Divers, Sr. (Cushingberry) $59,500 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with ***WAIVER***.

87007 Richard Clement (Cushingberry) $52,500 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with ***WAIVER***.

87008 Eddie Gaylor, Sr.(Cushingberry) $3,784 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with ***WAIVER***.

87009 Betty Smith-Simmons (Cushingberry) $8,084 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with ***WAIVER***.

87010 Dennis Black (Cushingberry) $7,700 CITY COUNCIL
Submitted in the List for Nov. 5, 2014; Placed on Consent Agenda; Approved with ***WAIVER***.

Reported by the Neighborhood and Community Services Committee:

2897864 W-3 Construction Co. (Adams-Butzel) $655,500 RECREATION
Submitted in the List and Referred Oct. 28, 2014.

86310 Antoine Flowers (Coca-Cola Troops)$24,300 RECREATION
Submitted in the List and Referred Oct. 28, 2014.

86311 Phillip Talbert (Coca-Cola Troops) $28,800 RECREATION
Submitted in the List and Referred Oct. 28, 2014.

Reported by the Planning and Economic Development Committee:

No Contracts Reported

The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of November 5, 2014 and ***APPROVED.***

Reported by the Public Health and Safety Committee:

2899027-MiDeal Detroit Salt Co. $37,608 TRANSPORTATION
Submitted in the List and Referred Oct. 21, 2014.

86953 Walter Lee Brown (Rape Crisis Center) $40,040 POLICE
Submitted in the List and Referred Oct. 21, 2014.

86954 Frank Miles (Rape Crisis Center) $40,040 POLICE
Submitted in the List and Referred Oct. 21, 2014.

86956 Keith Dawson (Auto Theft and Vehicle ID) $46,072 POLICE
Submitted in the List and Referred Oct. 21, 2014.

86957 David Jakeway (Auto Theft and Vehicle ID) $46,072 POLICE
Submitted in the List and Referred Oct. 21, 2014.

86958 Diane Benners (Auto Theft) $39,270 POLICE
Submitted in the List and Referred Oct. 21, 2014.

86959 Lavern Mack (Auto Theft) $39,270 POLICE
Submitted in the List and Referred Oct. 21, 2014.

2897406 Cummins Bridgeway $6,000,000 TRANSPORTATION
Submitted in the List and Referred October 28, 2014; Approved with ***WAIVER***.

2897408 WW Williams Midwest $3,500,000 TRANSPORTATION
Submitted in the List and Referred October 28, 2014; Approved with ***WAIVER***.

2899613 New Flyer (19 Coaches) $10,600,000 TRANSPORTATION
Submitted in the List for Nov. 5, 2014; Moved to New Business; Approved with ***WAIVER***.

2899966 AKT Peerless (Pub.Sch. Environ. Site Assess.) $450,000 PLAN.& DEVELOPMT.
Submitted by Sp. Letter of Oct. 28; on Agenda for Referral Nov. 5; Moved to New Business.
Approved with Change to funding source as Quality of Life Funds.

2899967 Environmental Consulting & Technology (DPS Env. Site Assess.) $450,000 PLAN&DEV.
Submitted by Sp. Letter of Oct. 28; on Agenda for Referral Nov. 5; Moved to New Business.
Approved with Change to funding source as Quality of Life Funds.

The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of November 5, 2014 and ***APPROVED.***

Reported by the Public Health and Safety Committee: *continued*

2899968 Professional Services Industries (DPS Env. Site Assess.) $450,000 PLAN.& DEVELOP.
Submitted by Sp. Letter of Oct. 28; on Agenda for Referral Nov. 5; Moved to New Business.
Approved with Change to funding source as Quality of Life Funds.

2899969 NTH Consultants (DPS Env. Site Assess.) $575,000 PLAN.& DEVELOPMT.
Submitted by Sp. Letter of Oct. 28; on Agenda for Referral Nov. 5; Moved to New Business.
Approved with Change to funding source as Quality of Life Funds.

The following contracts were ***REFERRED*** *on November 5, 2014 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee

2857485,Purch.Incr. Wolverine Solution Group FINANCE

Referred to Internal Operations Committee

87011	Michael A. Hall (LaborRelat.Direct)	MAYOR'S OFFICE
86998	Leslie Howard Ellison (Bus Shlt.Maint.)	GENERAL SERVICES
87019	Kevin McFadden (IT Manager)	LAW
87020	Douglas M. Baker (Attorney)	LAW
2898660	Pinnacle Actuarial Resources	LAW

Referred to Neighborhood and Community Services Committee

No Contracts Referred

Referred to Planning and Economic Development Committee

No Contracts Referred

*The following contracts were **REFERRED** on November 5, 2014 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Public Health and Safety Committee

2899138	QOE Consulting	AIRPORT
2897462	Life Support Training Institute	FIRE
2827322,Renew	CMP Distributors	POLICE
2874673,Renew	Enterprise Uniform	POLICE

The following items have been HELD for review, discussion or report to the Standing Committee.

Held in the Public Health and Safety Committee

86966 Robert B Dunne, MD (EMS Med.Director) $97,200 / 1 year FIRE
Submitted in the List and Referred Oct. 21, 2014; Referred back to Committee on Nov. 5, 2014;
Questions raised about Employee morale.

DETROIT DEPARTMENT OF TRANSPORTATION
FUNDS AVAILABLE FOR BUS PURCHASE (19)

Grant	Account	Amount
MI-03-0241	5303-207112-000058-644500-13948-00000-DOT51	4,083,394.00
MI-03-0241	5303-207111-000058-644500-13948-00000-DOT51	6,516,606.00
		10,600,000.00

Place holder of fund until City council approval and accout setup of above grant

5303-207084-000058-622100-13888-00000-DOT51	4,083,394.00
5303-207006-000058-622100-13867-00000-DOT51	6,516,606.00
	10,600,000.00

City Council Contract Agenda Items Review Checklist

__X__New_____Renewal _____Contract Increase _____Contract Extension _____Contract Amendment

Reviewer: S. Elmer Date Received: 10/17/2014

Date: October 14, 2014 **Department:** Transportation **Division: Vehicle Maintenance**

Dept Head/Contact Person: Samuel Elmer Phone No.: 313.833.7715

Description: Purchase of up to 19 XD40 New Flyer Heavy- Duty Coaches and capital spare parts
Contract No.: 2899613 PO Type: SPO Est. Value: $10,600,000.00

Contract Term (if applicable): 11/1/14 to 12/31/15

Funding: City % State 20% Federal 80% Other: _____ %
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: New Flyer of America Inc. Required Date: **11/1/2014**

1. Is the product or service ESSENTIAL to department operations? ☒Yes ☐No

   If "Yes" please explain why: DDOT has an aging fleet and coach replacements are necessary to have the required number of buses available to meet service demand.

   Consequence of not buying: DDOT will not be able to meet service demand and customers will not be transported to various destinations reliably.

2. Was the product or service competitively bid? ☒Yes ☐No
   (Request copies of bid tabulation/evaluation score sheets as needed)

   If the answer to #2 is "NO" explain why there was no competition:
   _____

3. Was a Co-Operative Agreement Considered? ☒Yes ☐No Co-Operative Name: State of Connecticut
   If answer to #3 is "No" explain why a Co-Op was not considered: _____

4. Were savings achieved?
   ☒Yes Amount $$900,660.40 ☐No
   Were additional savings requested? (10%) ☐Yes ☒No

5. Does the supplier currently provide other goods and services to the City? ☒Yes ☐No
   If yes please list: Coach parts

6. The business being awarded is NEW CONTRACT
   If #6 is a renewal provide justification for renewal: _____
   If #6 is a increase/decrease does this represent:

☐ Variance in unit price only (Current unit price $ Suggest Unit Price $)
☐ Change in amount/volume of the good or service to be used (no change in unit price)

7. Is this good/service used by other departments? ☐Yes ☒No
   If "yes" can this req/par be combined other department requirements.? ☐Yes ☒No

8. Is this a service that can be performed by City employees? ☐Yes ☒No
   Is this a service that City employees can be trained to do? ☐Yes ☒No

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NOTES:
DDOT is requesting authorization to purchase up to 19 buses from New Flyer utilizing the State of Connecticut contract dated 10/29/2009. This is an FTA funded purchase and DDOT has received authorization to conduct this transaction.

☐ **PLACE ON CITY COUNCIL AGENDA**

☐ **REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED: _____ DATE:

INFORMATION PROVIDED BY: Samuel Elmer
TITLE: Purchasing Manager
PHONE NO. 313.833.7715

City Council Contract Agenda Items Review Checklist

__X__New_____Renewal _____Contract Increase _____Contract Extension _____Contract Amendment

Reviewer: S. Elmer Date Received: 10/17/2014

Date: October 14, 2014 **Department:** Transportation **Division: Vehicle Maintenance**

Dept Head/Contact Person: Samuel Elmer Phone No.: 313.833.7715

Description: Purchase of up to 19 XD40 New Flyer Heavy- Duty Coaches and capital spare parts
Contract No.: 2899613 PO Type: SPO Est. Value: $10,567,193.53

Contract Term (if applicable): 11/1/14 to 12/31/15

Funding: City % State 20% Federal 80% Other: _____ %
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: New Flyer of America Inc. Required Date: **11/1/2014**

1. Is the product or service ESSENTIAL to department operations? ☒Yes ☐No

   If "Yes" please explain why: DDOT has an aging fleet and coach replacements are necessary to have the required number of buses available to meet service demand.

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2. Was the product or service competitively bid? ☒Yes ☐No
   (Request copies of bid tabulation/evaluation score sheets as needed)

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3. Was a Co-Operative Agreement Considered? ☒Yes ☐No Co-Operative Name: State of Connecticut
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4. Were savings achieved?
   ☒Yes Amount $$900,660.40 ☐No
   Were additional savings requested? (10%) ☐Yes ☒No

5. Does the supplier currently provide other goods and services to the City? ☒Yes ☐No
   If yes please list: Coach parts

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   If #6 is a renewal provide justification for renewal: _____
   If #6 is a increase/decrease does this represent:

☐ Variance in unit price only (Current unit price $ Suggest Unit Price $)
☐ Change in amount/volume of the good or service to be used (no change in unit price)

7. Is this good/service used by other departments? ☐ Yes ☒ No
   If "yes" can this req/par be combined other department requirements.? ☐ Yes ☒ No

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   Is this a service that City employees can be trained to do? ☐ Yes ☒ No

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NOTES:
DDOT is requesting authorization to purchase up to 19 buses from New Flyer utilizing the State of Connecticut contract dated 10/29/2009. This is an FTA funded purchase and DDOT has received authorization to conduct this transaction.

☐ **PLACE ON CITY COUNCIL AGENDA**

☐ **REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED: _____ DATE: 10/20/14

INFORMATION PROVIDED BY: Samuel Elmer
TITLE: Purchasing Manager
PHONE NO. 313.833.7715

PURCHASING DIVISION - CITY COUNCIL RECOMMENDATION SHEET

REJECTION ( ) **EQUALIZATION APPLIED (_____)** **CITY COUNCIL APPROVAL DATE:** _____

BUYER'S APPROVAL: _____ (INITIALS) _____ (DATE) PO. NO **2899613** RFQ NO _N/A Piggybacked Contract__REQ. NO.(S) ____

SUPERVISOR'S APPROVAL: _____ (INITIALS) 10/20/14 (DATE) NO WAIVER OF RECONSIDERATION

AWARD NOTICE BY:____ TO CITY COUNCIL BY **11/1/14**

STANDARD P.O. (X) B.P.O. ( ) C.P.O. ( ) AWARD SHEET ATTACHED ( ) RENEWAL OPTIONS

COMMODITY **(19) XD40 New Flyer Heavy-Duty Transit Buses**

PERIOD: (IF CONTRACT) FROM _____ **TO One Time Purchase**

AWARDED TO: (NAME OF COMPANY) **New Flyer**

ADDRESS **711 Kernaghan Ave** CITY **. Winnipeg** STATE, **MB** ZIP **R2C 3T4**
(STREET ADDRESS NOT A P.O. BOX #)

PAYMENT TO: [X] AS ABOVE OR **ADDRESS_ CITY _____ STATE _____ ZIP _____**

EXPIRATION DATE		BUYER'S INITIALS		
Yes	HRD	_____	(__) SOLE BID	_____ DETROIT BASED
3/13/2015	INCOME TAX	_____	(__) LOWEST BID	_____ OPEN
12/30/14	REAL ESTATE TAX	_____	(__) LOWEST TOTAL BID	_____ SUB-CON
12/30/14	PERSONAL PROPERTY TAX	_____	(__) LOWEST ACCEPTABLE BID	
N/A	EXECUTIVE ORDER 22	_____	(__) LOWEST EQUALIZED BID	
Yes	SLAVERY AFFIDAVIT	_____		

ESTIMATED COST: $_____ ACTUAL COST: **$10,567,193.53**

EQUALIZATION STATISTICS: **LOWEST EQUALIZED VENDOR**_____
ACTUAL LOWEST VENDOR_____ **NON-EQUALIZED SAVINGS: $**_____

SAVINGS: **PREVIOUS CONTRACT AMT: $**_____ **POTENTIAL SAVINGS: $**_____

QUANTITY: **Up to 19** OR NO. OF ITEMS____ UNIT PRICES RANGE FROM: **$421,983.77** TO: **$619,933.96**

USING DEPARTMENT(S): **Transportation**

ACCT. NO.

NO. OF BIDS SOLICITED	NO. OF BIDS RECEIVED	CITY FUNDS	STATE FUNDS	FEDERAL FUNDS
0	N/A	_%	20 %	80 %

OTHER: %

PRICE(S) ARE [X] FIRM F.O.B.: _____ TERMS: _____ DAYS OR_____

RECOMMENDATION PARTICULARS	GUARANTEES	INSURANCE
FORMAL ( )	BID DEPOSIT ( ) $_____	PROP. DAMAGE (P/O) ( ) $_____
INFORMAL ( )	PERFORMANCE BOND ( ) $_____	PUBLIC LIABILITY (B/ I) ( ) $_____
	PAYMENT BOND ( ) $_____	MICH WORKER'S COMP ( ) STATUTURY REQ.

BID BOND RETURNED ( ) OTHER ( ) $_____ C OF D ASSDL NAME INS.( ) P/ L ( ) P/ D ( ) OTHER

FOR CLERICAL USE:

ALB:_____ REJLTR:_____
AWD:_____ COMPLETED:_____

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Transportation

E-MAIL ADDRESS: arnitac@detroitmi.gov

CONTACT NAME: Arnita Clark PHONE: (313) 833-7711 FAX: (313) 833-7890

Type of Clearance: ☐ New ☐ Renewal (Please submit 30 days prior to submitting bid or expiration date)

A. To:
City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

Phone: (313) 224-3328 or224-3329
Fax: (313) 224-4588

For:
Individual or
Company Name New Flyer Industries
Address 711 Kernaghan Ave
City Winnipeg, Manitoba
State MB Zip Code
Telephone (800) 665-2637 Fax # (800) 745-5368
E-mail Address jeffrey_west@newflyer.com

B. Name of Chief Financial Officer/Authorized Contact Person (Include address if different from above)

Telephone #
Fax #

Employer Identification or Social Security Number
98-0453252 / 98-0447911

Spouse Social Security Number

Nature of Contract Parts, COACH OEM

BID CONTRACT AMOUNT (if known):
Labor: $ Material: $

Contract # (if known)

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, incude spouse SSN above) ☐ Yes ☐ No
2. Are you a student, and/or claimed as a dependent o n someone else's tax return? ☐ Yes ☐ No
3. Were you employed durnig the last seven (7) years? ☐ Yes ☐ No
4. Were you a resident of Detroit during the last seven (7) years? ☐ Yes ☐ No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). ☐ Yes ☐ No
6. Will the company have employees working in Detroit? ☐ Yes ☐ No
7. Will the company use sub-contractors or independent contractors in Detroit? ☐ Yes ☐ No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

☒ Yes ☐ No Signature LUCHETA JENNINGS INCOME TAX INVESTIGATOR Date MAR 13 2014 Expires MAR 13 2015

☐ Yes ☐ No Signature _____ Date _____ Expires _____

☐ Yes ☐ No Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov

PURCHASING DIVISION
VENDOR CLEARANCE REQUEST

Submit to: Revenue Collections
Purchasing Vendor
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 – 4087 (Telephone)
(313) 224 – 4238 (Fax)

Nature of Contract PART OEM
Contract Amount $4,400,000

Business Type: (X) Corp ( ) Partnership ( ) Sole Proprietorship ( ) Personal Services

Business Name NEW FLYER INDUSTRIES

Business Address 711 KERNAGHAN AVE. WINNIPEG, MANITOBA R2C 3T4 CANADA

Ward/Item #

F.I.D. NO.

City Personal Property I.D. # 98-0107062

Owner(s) Name

Owner(s) SS#

Contact Person Connie Kolosky
Phone Number 800-655-2637
Fax Number
Owner(s) Home Address ( ) Lease ( ) Own

Please do not write below this line for department use only.

Real Property	Special Assessment	Personal Property	Other Receivable
( ) Denied	( ) Denied	( ) Denied	( ) Denied
( ) Approved	( ) Approved	( ) Approved	( ) Approved

Comments:

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid/package.

Purchasing Buyer of Detroit

JUL 11 2014
Date

DEC 30 2014
Expiration Date

COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being duly authorized representative of the New Flyer Industries Canada ULC (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific* Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No. _____

Printed Name of Contractor: New Flyer Industries Canada ULC
(Type or Print Legibly)

Contractor Address: Winnipeg (City), Manitoba (State), R2C 5G1 (Zip)

Contractor Phone/E-mail: (204) 982-8400 (Phone) / _____ (E-mail)

Printed Name & Title of Authorized Representative: Glenn Asham, Chief Financial Officer

Signature of Authorized Representative: _____

Date: March 17, 2014

*** This document MUST be notarized ***

Signature of Notary: _____

Printed Name of Seal of Notary: _____

My Commission Expires: My COMMISSION DOES NOT EXPIRE

Colin Pewarchuk
Barrister/Solicitor/Notary Public
711 Kernaghan Ave
Winnipeg, MB R2C 3T4

For Office Use Only:

Cov. Rec'd: 3/24/14 by: _____ Department Name: _____

☐ Accepted by: _____ ☐ Rejected by: _____

Please email or fax Covenant and EOC to Director of Human Rights Department 1240 CAYMC
@HumanRightsCL.detroitmi.gov or fax (313) 224-3434

(Form Human Rights/Purchasing created by HC 4/23/2012)

Ref. No. 320007082132

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
20 Bay Street
Toronto ON M5J 2N9
tel 416-868-5500 *fax* 416-868-5580

Re: Option #2014-026 - SR-1895, (31) XD40s

Detroit Department of Transportation
1301 E. Warren Avenue
Detroit, MI 48207
USA

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

New Flyer of America Inc.
214 5th Avenue SW
Crookston, MN 56716
USA

Coverage

Commercial General Liability	**Insurer**	Zurich Insurance Company Ltd		
	Policy #	GLO 8249883-04		
	Effective	01-Oct-2014	**Expiry**	01-Oct-2015
	Limits of Liability	Bodily Injury & Property Damage, Each Occurrence USD1,000,000 Policy may be subject to a general aggregate and other aggregates where applicable		
U.S. Automobile	**Insurer**	Zurich Insurance Company Ltd		
	Policy #	BAP 9259162 08		
	Effective	01-Oct-2014	**Expiry**	01-Oct-2015
	Limits of Liability	Liability USD1,000,000		
US Workers Comp/Employers Liability	**Insurer**	Zurich Insurance Company Ltd		
	Policy #	WC 9303185-13		
	Effective	01-Oct-2014	**Expiry**	01-Oct-2015
	Limits of Liability	Bodily Injury - by Accident USD1,000,000 Bodily Injury - by Disease, policy limit USD1,000,000 Bodily Injury - by Disease, each employee USD1,000,000 Workers Compensation As per applicable Law		

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

AON

Ref. No. 320007082132

CERTIFICATE OF INSURANCE

Additional Insured

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

Detroit Department of Transportation where required by written contract or written agreement with respect to Commercial General Liability

Only with respect to licensed leased vehicles when the lease agreement requires insurance to be provided by the lessee,is the following name(s) added to the policy as Additional Insured(s).The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

Detroit Department of Transportation where required by written contract or written agreement with respect to U.S. Automobile

Terms and / or Additional Coverage

Commercial General Liability includes: Products and Completed Operations, Contractual Liability and Broad Form Property Damage

Cancellation / Termination

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO Detroit Department of Transportation. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.

Dated : 01-October-2014
Issued By : MacKenzie,Roddy
Tel : 416-868-5814

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

AON

Ref. No. 320007081639

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
20 Bay Street
Toronto ON M5J 2N9
tel 416-868-5500 *fax* 416-868-5580

Re: Contractual Agreement

Detroit Department of Transportation
1301 E. Warren Avenue
Detroit, MI 48207
USA

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

New Flyer of America Inc.
711 Kernaghan Avenue
Winnipeg, MB R2C 3T4

Coverage

Commercial General Liability	**Insurer**	Zurich Insurance Company Ltd		
	Policy #	GLO 8249883-04		
	Effective	01-Oct-2014	**Expiry**	01-Oct-2015
	Limits of Liability	Bodily Injury & Property Damage, Each Occurrence USD5,000,000 Policy may be subject to a general aggregate and other aggregates where applicable		
Umbrella Liability	**Insurer**	Allianz Global Risks US Insurance Company		
	Policy #	ULA 722 5938		
	Effective	01-Oct-2014	**Expiry**	01-Oct-2015
	Limits of Liability	Each Occurrence CAD1,000,000 Policy may be subject to a general aggregate and other aggregates where applicable		
U.S. Automobile	**Insurer**	Zurich Insurance Company Ltd		
	Policy #	BAP 9259162 08		
	Effective	01-Oct-2014	**Expiry**	01-Oct-2015
	Limits of Liability	Limit of Liability USD1,000,000		
US Workers Comp/Employers Liability	**Insurer**	Zurich Insurance Company Ltd		
	Policy #	WC 9303185-13		
	Effective	01-Oct-2014	**Expiry**	01-Oct-2015
	Limits of Liability	Bodily Injury - by Accident USD1,000,000 Bodily Injury - by Disease, policy limit USD1,000,000 Bodily Injury - by Disease, each employee USD1,000,000 Workers Compensation As per applicable Law		

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

AON

Ref. No. 320007081639

CERTIFICATE OF INSURANCE

Additional Insured

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

City of Detroit where required by written contract or written agreement with respect to Commercial General Liability
City of Detroit where required by written contract or written agreement with respect to Umbrella Liability

Terms and / or Additional Coverage

Commercial General Liability Includes: Personal Injury & Property Damage, Products and Completed Operations, Advertising Liability, Employee Benefits, Tenant's Legal Liability, Non-Owned Automobiles Liability, Legal Liability for Damage to Hired Automobiles, Employers Liability, Broad Form Property Damage, Broad Form Completed Operations, Cross Liability, Blanket Contractual Liability

Automobile Liability Policy includes, Bodily Injury and Physical Damage Combined Collision/ Comprehensive coverage, Hired and Non-Owned Autos

With respect to the General Liability and Umbrella Liability policies only where the premium or portion thereof for this policy is payable in U.S. currency then such limits of insurance, liability, deductibles and other amounts are in U.S. currency in respect of losses occurring in the United States of America its territories or possessions.

Cancellation / Termination

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO Detroit Department of Transportation. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.

Dated : 01-October-2014
Issued By : MacKenzie,Roddy
Tel : 416-868-5814

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

AON

Hiring Policy Compliance Affidavit

I, Janice Harper, being duly sworn, state that I am the Vice President Human Resources of New Flyer Industries Canada ULC
Title — Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

Title: V.P. Human Resources Date: May 24 | 2014

STATE OF Winnipeg MB
COUNTY OF CANADA) SS

The foregoing Affidavit was acknowledged before me the 24th day of May, 2014, by Janice Harper.

Christy L. Davidson
A Notary Public for the Province of Manitoba.
My Commission Expires: May 19, 2015
711 Kernaghan Avenue
Winnipeg, Manitoba R2C 3T4

Notary Public, County of _____
State of _____
My commission expires: _____

NEW FLYER

APPLICATION FOR EMPLOYMENT

(Application must be completed in full)

Headquarters/Winnipeg Facility
711 Kernaghan Ave.
R2C 3T4 Canada

Applicant Name	Date
OTHER NAME under which records (employment, academic, etc) may be kept	
Present Address (Street, City, Province, Postal Code)	Home Telephone Number ( ) / Number for Messages ( )
Mailing Address (Street, City, Province, Postal Code) if different from above	
Are you able to travel within the US? ☐ Yes ☐ No Are you legally entitled to work in Canada? ☐ Yes ☐ No	Have you ever worked for New Flyer? ☐ Yes ☐ No If Yes, where? Last Position Held at New Flyer Dates Worked
Names of relatives or friends working for New Flyer.	Reason for Leaving
Position Applying For	Date Available to Start

EDUCATION

Please list any education, training, or specialized experience you feel relates to the position applied for that would help you perform the work, such as high school, colleges, degrees, licenses, vocational or technical programs.

School Name/Address 12 11 10 9		Dates		Graduated		Specialization
		From	To	Month	Year	
College/University						
Other						

Degrees, licenses, certificates, memberships, special achievements, experience or training (please provide copies of all certificates, diplomas, licenses and transcripts)

WORK HISTORY

Name of PRESENT or LAST Employer				Address	
STARTING DATE		LEAVING DATE		Reason for Leaving	
Month	Year	Month	Year		
Job Title (Present or Last)				Name of Supervisor	May we contact? ☐ Yes ☐ No Phone:
Description of Work and Responsibilities					

Resume Attached: ☐ Yes ☐ No

WORK HISTORY CONT.

Name of PRESENT or LAST Employer				Address	
STARTING DATE		LEAVING DATE		Reason for Leaving	
Month	Year	Month	Year		
Job Title (Present or Last)				Name of Supervisor	May we contact? ☐ Yes ☐ No Phone:
Description of Work and Responsibilities					

Name of PRESENT or LAST Employer				Address	
STARTING DATE		LEAVING DATE		Reason for Leaving	
Month	Year	Month	Year		
Job Title (Present or Last)				Name of Supervisor	May we contact? ☐ Yes ☐ No Phone:
Description of Work and Responsibilities					

Name of PRESENT or LAST Employer				Address	
STARTING DATE		LEAVING DATE		Reason for Leaving	
Month	Year	Month	Year		
Job Title (Present or Last)				Name of Supervisor	May we contact? ☐ Yes ☐ No Phone:
Description of Work and Responsibilities					

REFERENCES – List 3 work related references with at least one direct reporting relationship

Name/Address	Phone#	Position	Years Known

EMPLOYMENT UNDERSTANDING

AUTHORIZATION AND RELEASE:

I authorize New Flyer Industries to conduct an investigation of my qualifications for employment. I realize that the investigation may include contacting my prior employers and references unless I have indicated otherwise on this form. I release any and all persons and parties connected with the investigation from any and all claims or damage arising from the furnishing of information as part of that investigation. I declare that the information on this form is correct and I understand that, if employed, incorrect or misleading/incomplete information may result in dismissal.

PLEASE HAVE YOUR SIGNATURE WITNESSED:

Date: _____ Applicant's Signature: _____

Date: _____ Witness Signature: _____

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: New Flyer Industries Canada ULC ("New Flyer Parts")
2. Address of Contractor: 630 Kernaghan Avenue, Door 76 Winnipeg, Manitoba, R2C 5G1, Canada
3. Name of Predecessor Entities (if any): New Flyer Industries Limited
4. Prior Affidavit submission? X No ___ Yes, on: _____ (Date of prior submission)

   If "No", complete Items 5 and 6.

   If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. X Contractor was established in 1930 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

   ___ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

   ___ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Glenn Asham (Printed Name) CFO (Title)

_____ (Signature) March 17, 2014 (Date)

Subscribed and sworn to before me this 17th day of MARCH, 2014

_____ Notary Public, _____ County, Michigan, PROVINCE OF MANITOBA

My Commission expires: DOES NOT EXPIRE

Colin Powerchuk
Barrister/Solicitor/Notary Public
711 Kernaghan Ave
Winnipeg, MB R2C 3T4

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

Sec. 18-5-92. Affidavit of disclosure required.

(a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council or approval of such contract, an affidavit that discloses the information indicated in Subsection (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.

(b) The affidavit shall verify that the contractor has searched all records of the entity which proposes to enter into a contract with the City, as well as all records of any predecessor entity, that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United states.

(c) The affidavit shall disclose ay information discovered during the search regarding investments or profits from slavery or slave holder insurance policies which accrued to the current entity or to any predecessor entity, including the names of any slaves or slave holders that are described in such records or are otherwise within the knowledge of the contractor.

Sec 18-5-93. Voidability of contract.

(a) Failure to comply with this division shall render the contract voidable by the City.

(b) A determination to void the contract for failure to comply with this division shall be made by the Director of the Finance Department at any time after reviewing, or become aware of, information which indicates that a contractor has failed to comply with this division.

Sec 18-5-94—18-5-100. Reserved.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. In the event that this ordinance is passed by a two-thirds majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-116 of the 1997 Detroit City Charter,. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving,, it shall become effective no later that thirty (30) days after enactment, or on the first business day thereafter in accordance with Section 4-115 of the 1997 Detroit City Charter.

(J.C.C.p.) May 5, 2004
Passed: June 23, 2004
Published: July 19, 2004
Effective: July 19, 2004

JACKIE L. CURRIE
City Clerk

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

NOTICE OF ENACTMENT OF ORDINANCE
TO: THE PEOPLE OF DETROIT, MICHIGAN
(On June 23, 2004, the City of Detroit adopted the following Ordinance)

ORDINANCE NO. 20-04
CHAPTER 18
ARTICLE V

AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, OF THE 1984 DETROIT CITY CODE, TITLED "PURCHASES AND SUPPLIES." BY ADDING DIVISION 7. TITLED "SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE." WHICH SHALL CONSIST OF SECTIONS 18-5-91 THROUGH 18-5-93, TO REQUIRE, AS PART OF THE CONTRACTING PROCESS, THAT EACH CONTRACTOR WITH WHICH THE CITY ENTERS INTO A CONTRACT SEARCH ITS RECORDS AND THOSE OF ANY PREDECESSOR ENTITY, AND SUBMIT AN AFFIDAVIT DISCLOSING ANY RECORDS WITHIN ITS POSSESSION OR KNOWLEDGE RELATING TO INVESTMENTS OR PROFITS FROM THE SLAVE INDUSTRY, INCLUDING INSURANCE POLICIES ISSUED TO SLAVE HOLDERS THAT PROVIDED COVERAGE FOR INJURY, DEATH OR OTHER LOSS RELATED TO SLAVES WHO WERE HELD DURING THE SLAVERY ERA IN THE UNITED STATES.

AN ORDINANCE to amend Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to require, as part of the contracting process, that each contractor with which the City enters into a contract search its records and those of any predecessor entity, and submit an affidavit disclosing any records within its possession or knowledge relation to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related slaves who were held during the slavery era in the United States.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to read as follows:

DIVISION 7. SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE.

Sec. 18-5-91. Scope.

(a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid.

(b) Each contactor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of Investments or profits from the slave Industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.

AGREEMENT TO ACCEPT ASSIGNMENTS

This is an agreement to accept the three assignments entered into by New Flyer of America, Inc., a North Dakota corporation ("New Flyer"), and the Bureau of Public Transportation of the Connecticut Department of Transportation ("ConnDOT") for the purpose of assigning to the Department of Transportation of the City of Detroit, a Michigan municipal corporation ("DDOT"), the rights and benefits of purchasing a total of ninteen (19) forty foot transit coaches, consisting of ten hybrid and nine diesel engine, pursuant to the original contract that was awarded November 17, 2009 by ConnDOT to New Flyer.

For purposes of the Assignments, New Flyer and DDOT agree that all references in the original contract to ConnDOT, and/or its officers, directors, employees and agents, shall now refer to DDOT and/or its officers, directors, employees and agents.

For purposes of the Assignments, New Flyer and DDOT agree that all references in the original contract related to the State of Connecticut shall now refer to the State of Michigan, and, where applicable, the City of Detroit, which is a municipal corporation of the State of Michigan.

All other terms and conditions of the original contract remain the same and are incorporated herein.

The duly authorized representatives of New Flyer and DDOT execute this Agreement on the dates set forth below:

For New Flyer:

_____ Dated: October 14, 2014

Glenn Asham, CFO

ACKNOWLEGEMENT

The foregoing agreement was acknowledged before me the 14th day of October, 2014 by Glenn Asham, CFO of New Flyer of America, Inc. on behalf of the corporation.

_____

Notary Christy L. Davidson
A Notary Public for the Province of Manitoba.
My Commission Expires: May 19, 20 15
711 Kernaghan Avenue
Winnipeg, Manitoba R2C 3T4

For DDOT:

_____ Dated: 10·14·2014

Dan Dirks, Director

(Continuation of Signature Page for Agreement to Accept Assignments between New Flyer and DDOT)

ACKNOWLEGEMENT

The foregoing agreement was acknowledged before me the 15 day of October, 2014 by Dan Dirks, Director the Detroit Department of Transportation on behalf of the city.

Wilfred L. Beal
Notary

WILFRED L BEAL
Notary Public - Michigan
Wayne County
My Comm. Expires 06/10/2018

Approved by the City Law Department
pursuant to Section 7.5-206
of the Charter of the City of Detroit:

Corporation Counsel

Approved by the Detroit City Council or the E.M. on:

NOV 05 2014

City Purchasing Director: Date: 11/14/14.

This Agreement is not valid or authorized until approved by the City Council and/or the Emergency Manager (E.M.) and signed and/or approved by the City Purchasing Director.

Assignment of Contract

The Connecticut Department of Transportation (ConnDOT) hereby and irrevocably assigns and transfers over to the Detroit Department of Transportation, Detroit, MI, and their successors the right to purchase nine (9) forty foot New Flyer diesel transit coaches and ten (10) forty foot New Flyer diesel/electric hybrid transit coaches from the contract between ConnDOT and New Flyer of America Inc awarded November 17, 2009.

This is a multi-year contract for the period of 5 years and includes forty foot diesel and forty foot diesel/electric hybrid transit coaches. The base price for said assigned 40' diesel buses in this contract is $383.036 per coach and is subject to adjustments as outlined in the contract. The base price does not include manuals, spare parts, or additional training. The base price for said assigned 40' diesel/electric hybrid buses in this contract is $ 567,036 per coach and is subject to adjustments as outlined in the contract. The base price does not include manuals, spare parts, or additional training.

ConnDOT warrants that the contract is in good force and effect in the form and terms annexed and that the contract is assignable.

ConnDOT also warrants that the rights and benefits hereunder are free and clear of any liens, adverse claims or interest.

The assignment shall be binding on the parties identified below.

Executed this 30th day of September 2014

New Flyer of America Inc
Paul Smith
Executive Vice President Sales & Marketing

Bureau of Public Transportation
Connecticut Department of Transportation
Michael Sanders
Transit Administrator

NEW FLYER

October 6, 2014

Samuel Elmer
Purchasing
Detroit (DDOT)
1301 E. Warren
Detroit, Michigan 48207

Subject: Quotation for Heavy Duty Low-Floor Diesel and Diesel Electric Transit Buses

Dear Mr. Elmer,

New Flyer is pleased to submit an option price quotation for the production of nine (9) 40' Diesel and ten (10) 40' Diesel Electric buses based on New Flyer's contract with The State of Connecticut.

The proposed buses will be technically configured as SR-1895 including additional changes listed under Tab 2 of our proposal submission.

The price for nine (9) XD40 buses is **$421,983.77 per bus.**

The price for ten (10) XDE40 buses is **$619,933.96 per bus.**

We want to take this opportunity to highlight key elements of our proposal:

Warranty: New Flyer exceeds industry standard warranties in many areas such as 5 year / 300.000 miles warranty for axle (Standard warranty is 2 years) and our multiplex warranty is 3 years/150,000 miles (Standard competitor warranty is 1 year/50,000 miles).

Training: New Flyer Training is an organization within the New Flyer Customer Services group – a division of New Flyer Industries. As a part of the leading manufacturer of heavy-duty transit buses in the United States and Canada, we have access to top design, engineering, propulsion technology and electrical systems professionals. This enables us to offer the service and expertise to maximize the lifetime value of your fleet.

Publications: Our New Flyer Publications professionals combine extensive, hands-on technical experience with exceptional writing, illustrating and publishing skills to create the industry's benchmark in maintenance manuals. Supplying accurate information in a timely manner assists the customer in the performance of proper bus maintenance, which in turn, adds to the overall reliability and lifetime value of each New Flyer bus on the road.

Delivery Proposal: New Flyer is proposing a complete delivery by Week 22, 2015 based on receipt of a Notice to Proceed within 30 days of this submission.

This is a very important project to us as it allows us the opportunity to continue to build on the strong relationship we have enjoyed with Detroit. It also affords us the opportunity to deliver to you, once again, some of the most advanced vehicles available in North America. We thank you for your continued interest in New Flyer products and look forward to working with you in the near future.

The quotation is open for acceptance for thirty (30) days. Please indicate your acceptance by signing and returning a copy of the Price Change Summary to New Flyer, attention Jennifer McNeill, Director, Sales and Business Development by fax at: (204)-224-4214.

Sincerely,

Ryan Childe
Technical Sales Analyst
New Flyer
(204) 224-6482

Cc: Jennifer McNeill – Director, Sales and Business Development
Chris Dabbs – Regional Sales Manager
Adrian Graca – Manager, Technical Sales

NEW FLYER

XCELSIOR
BETTER BY DESIGN

SECTION 1

Contents:

Title	Submission Requirements
Price Change Summary:	Attached is our price change summary. Please indicate your acceptance by signing and returning a copy to New Flyer, attention Jennifer McNeill, Director, Sales and Business Development by Fax at: 204-224-4214

NEW FLYER

XCELSIOR
BETTER BY DESIGN

Price Change Summary for

9 x XD40s

NEW FLYER

Price Change Summary

Property:	Detroit (DDOT)
Option Origin:	ConnDot Bid #09-016
Sales Release No.:	Option #2014-051
Quantity:	9
Type:	XD40
Price Change No.:	1
Revision:	A
Date:	06-Oct-14

	Each	Total
Original Contract Price Base Coach	$ 383,035.61	$ 3,447,320.47
Base Bus Price Change Total	$ 38,948.16	$ 350,533.46
Contract Spares Base Bus Price Change Total	$ -	$ -
Revised Price Base Bus (including ADA & delivery)	$ 421,983.77	$ 3,797,853.93
Original Contract Price for Contract Spares (If priced separately)		$ -
Contract Spares Changes (Priced Separately) Total	$ -	$ -
Revised Contract Spares Priced Separately		$ -
Original Contract Price for Miscellaneous (If priced separately)		$ -
Miscellaneous Price Change Total	$ -	$ -
Revised Miscellaneous Priced Separately		$ -
Original Total Contract Price		$ 3,447,320.47
Total Contract Price Changes		$ 350,533.46
Revised Total Contract Price		**$ 3,797,853.93**

Authorized Signatures:

New Flyer Authorization:

Signature: _____

Title: Paul Smith - Executive VP Sales and Marketing

Date: 6-Oct-14

Property Authorization:

Signature: _____

Title: _____

Date: _____

NEW FLYER

XCELSIOR
BETTER BY DESIGN

Price Change Summary for

10 x XDE40s

NEW FLYER

Price Change Summary

Property:	Detroit (DDOT)
Option Origin:	ConnDot Bid #09-016
Sales Release No.:	Option #2014-051
Quantity:	10
Type:	XDE40
Price Change No.:	1
Revision:	A
Date:	06-Oct-14

	Each	Total
Original Contract Price Base Coach	$ 567,036.00	$ 5,670,360.00
Base Bus Price Change Total	$ 52,897.96	$ 528,979.60
Contract Spares Base Bus Price Change Total	$ -	$ -
Revised Price Base Bus (including ADA & delivery)	$ 619,933.96	$ 6,199,339.60
Original Contract Price for Contract Spares (If priced separately)		$ -
Contract Spares Changes (Priced Separately) Total	$ -	$ -
Revised Contract Spares Priced Separately		$ -
Original Contract Price for Miscellaneous (If priced separately)		$ -
Miscellaneous Price Change Total	$ -	$ -
Revised Miscellaneous Priced Separately		$ -
Original Total Contract Price		$ 5,670,360.00
Total Contract Price Changes		$ 528,979.60
Revised Total Contract Price		**$ 6,199,339.60**

Authorized Signatures:

New Flyer Authorization:

Signature: _____

Title: Paul Smith - Executive VP Sales and Marketing

Date: 6-Oct-14

Property Authorization:

Signature: _____

Title: _____

Date: _____

NEW FLYER

XCELSIOR
BETTER BY DESIGN

SECTION 2

Contents:

Title	Submission Requirements
Price Detail Sheet	Attached is our price change details sheet. This sheet includes all price changes that are required from the base bus price to the proposed configuration as requested.

NEW FLYER

XCELSIOR
BETTER BY DESIGN

Price Change Detail for

9 x XD40

NEW FLYER

Price Change Detail

Property:	Detroit (DDOT)
Option Origin:	ConnDot Bid #09-016
Sales Release No.:	Option #2014-051
Quantity:	8
Bus Type:	XD40

Price Change Type	Reference No	Option No	Option Group	SRCR No	Description	Sum of Total $USD
Base Bus Price Change	1	PPI	Producer Price Index		Add PPI from Oct 2009 to Nov 2014	$29,039.44
	2	241	Fuel System		Add diesel fuel level indicator located on the dash panel cluster - Included	$0.00
	3	246	Air, Brake & Lev System		Change to Graham White air dryer	$497.94
	4	420	Body A/P Before Paint		Change to full length roof fairings	$58.37
	5	277	Interior Lighting		Change passenger lighting covers to blue for the first bank of lights and white for the remaining - Included	$0.00
	6	304	Paint & Decal		Change to customer specific paint and exterior decals	$736.27
	7	420	Body A/P Before Paint		Change to two (2) basic roof hatches - Included	$0.00
	8	450	Flooring A/P		Change to Altro passenger and driver's platform floor covering - Storm TFM 27903	-$51.13
	9	231	Cooling System		Change to EMP cooling system	$2,361.93
	10	470	Destination Signs		Change to heated destination sign glass	$86.98
	11	470	Destination Signs		Delete rear route sign	-$801.82
	12	480	Mirrors		Change to remote controlled / heated exterior street side and curb side mirrors	$35.10
	13	491	Door Exit		Change exit door glass to 1/2 top and no glass at the bottom	$209.15
	14	526	Seating & Stanchions		Change to USSC - Aries stainless steel (40) passenger seating	$2,864.97
	15	526	Seating & Stanchions		Change to USSC - 9100 ALX driver's seat	$381.60
	16	600	Customer Options		Change to camera system provisions	-$6,219.31
	17	(blank)	Customer Options		Delete legal notice holder from ConnDot	-$103.78
	18	600	Customer Options		Delete hubodometer from ConnDot	-$41.41
	19	600	Customer Options		Delete trash can from ConnDot	-$14.73
	20	219	Engine		Change to 2013 EPA Cummins engine	$675.00
	21	705	Contract Spares		Delete Spare from ConnDot	-$438.28
	22	205	Tires	14-0970	Add wheel indicators same as SR-1407	$35.91
	23	231	Cooling System	14-0957	Change power steering fluid from Dexron to Synthetic	$105.46
	24	246	Air, Brake & Lev System	14-0959	Change to metal knob for braking brake same as SR-1407	$19.13
	25	246	Air, Brake & Lev System	14-0960	Add automatic traction control	$0.00
	26	420	Body A/P Before Paint	14-0974	Change to one (1) basic roof hatch	-$252.81
	27	422	Body A/P After Paint	14-0961	Add key for SDS enclosure same as SR-1407	$37.17
	28	450	Flooring A/P	14-0962	Add floor drains same as SR-1407	$47.87
	29	526	Seating & Stanchions	14-0966	Change the vertical stanchions fore of the curbside front wheelhouse from yellow	-$190.03
	30	526	Seating & Stanchions	14-0967	Add grabstraps (quantity and location) same as SR-1407	$82.50
	31	526	Seating & Stanchions	14-0968	Change the farebox grabrail from yellow stainless steel to black	-$93.74
	32	549	HVAC System	14-0955	Change HVAC from Thermo King to Carrier (MCC)	-$823.00
	33	470	Destination Signs	14-0978	Add Fuel Focus same as SR-1407	$436.97
	34	460	Windows	14-0996	Change windows to same windows as provided on SR-1835 Lansing	-$442.05
	35	600	Customer Options	14-1005	Add dash fan same as SR-1407	$214.08
	36	600	Customer Options	14-1006	Add Transit Master AVA with APC and Commissioning	$9,483.53
	37	600	Customer Options	14-1016	Add legal notice holder same as SR-1407	$41.90
	38	204	Suspension Rear	14-0956	Change rear axle gear oil from Dexron to Synthetic	$0.00
	39	600	Customer Options	14-1088	Change bike rack to Sportworks DLS stainless steel Trilogy	$511.55
	40	600	Customer Options	14-0969	Add farebox quick plate same as SR-1407	$257.43
Base Bus Price Change Total						$38,948.16
Grand Total						$38,948.16

NEW FLYER

XCELSIOR
BETTER BY DESIGN

Price Change Detail for

10 x XDE40

NEW FLYER

Price Change Detail

Property:	**Detroit (DDOT)**
Option Origin:	**ConnDot Bid #09-016**
Sales Release No.:	**Option #2014-051**
Quantity:	**10**
Bus Type:	**XDE40**

Price Change Type	Reference No	Option No	Option Group	SRCR No.	Description	Sum of Total $USD
Base Bus Price Change	1	PPI	Producer Price Index		Add PPI from Oct 2009 to Nov 2014	$42,989.24
	2	241	Fuel System		Add diesel fuel level indicator located on the dash panel cluster - included	$0.00
	3	246	Air, Brake & Lev System		Change to Graham White air dryer	$497.94
	4	420	Body A/P Before Paint		Change to full length roof fairings	$58.37
	5	277	Interior Lighting		Change passenger lighting covers to blue for the first bank of lights and white for the remaining - included	$0.00
	6	304	Paint & Decal		Change to customer specific paint and exterior decals	$736.27
	7	420	Body A/P Before Paint		Change to two (2) basic roof hatches - included	$0.00
	8	450	Flooring A/P		Change to Altro passenger and driver's platform floor covering - Storm TFM 27903	-$51.13
	9	231	Cooling System		Change to EMP cooling system	$2,361.93
	10	470	Destination Signs		Change to heated destination sign glass	$86.98
	11	470	Destination Signs		Delete rear route sign	-$601.82
	12	480	Mirrors		Change to remote controlled / heated exterior street side and curb side mirrors	$35.10
	13	491	Door Exit		Change exit door glass to 1/2 top and no glass at the bottom	$209.15
	14	526	Seating & Stanchions		Change to USSC - Anes stainless steel (40) passenger seating	$2,884.97
	15	526	Seating & Stanchions		Change to USSC - 9100 ALX driver's seat	$381.60
	16	600	Customer Options		Change to camera system provisions	-$6,219.31
	17	(blank)	Customer Options		Delete legal notice holder from ConnDot	-$103.78
	18	600	Customer Options		Delete hubodometer from ConnDot	-$41.41
	19	600	Customer Options		Delete trash can from ConnDot	-$14.73
	20	219	Engine		Change to 2013 EPA Cummins engine	$675.00
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	29	526	Seating & Stanchions	14-0966	Change the vertical stanchions fore of the curbside front wheelhouse from yellow	-$190.03
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	36	600	Customer Options	14-1006	Add Transit Master AVA with APC and Commissioning	$9,483.53
	37	600	Customer Options	14-1016	Add legal notice holder same as SR-1407	$41.90
	38	204	Suspension Rear	14-0956	Change rear axle gear oil from Dexron to Synthetic	$0.00
	39	600	Customer Options	14-1088	Change bike rack to Sportworks DLS stainless steel Trilogy	$511.55
	40	600	Customer Options	14-0969	Add farebox quick plate same as SR-1407	$257.43
Base Bus Price Change Total						$52,897.96
Grand Total						$52,897.96

NEW FLYER

XCELSIOR
BETTER BY DESIGN

SECTION 3

Contents:

Title	Submission Requirements
Delivery:	Our delivery proposal is based on delivering all units by Q2 2015

NEW FLYER

XCELSIOR
BETTER BY DESIGN

Delivery Schedule for

9 x XD40

Winnipeg-Crookston Full Build - 9xXD40									
Dates	Week	Line Entry (WPG)	Line Exit (WPG)	Line Entry (CRK)	Line Exit (CRK)	Completion & Signatures	Clean/Dispatch	Delivery @ Customer Site	
Dec 29-Jan 2	WK 1								2015
Jan 5-9	WK 2								2015
Jan 12-16	WK 3								2015
Jan 19-23	WK 4								2015
Jan 26-30	WK 5	1							2015
Feb 2-6	WK 6	2							2015
Feb 9-13	WK 7	2	1						2015
Feb 16-20	WK 8	2	2	1					2015
Feb 23-27	WK 9	2	2	2					2015
Mar 2-6	WK 10		2	2	1				2015
Mar 9-13	WK 11		2	2	2	1			2015
Mar 16-20	WK 12			2	2	2	1		2015
Mar 23-27	WK 13				2	2	2	1	2015
Mar 30-Apr 3	WK 14				2	2	2	2	2015
Apr 6-10	WK 15					2	2	2	2015
Apr 13-17	WK 16						2	2	2015
Apr 20-24	WK 17							2	2015
Apr 27-May 1	WK 18								2015
May 4-8	WK 19								2015
May 11-15	WK 20								2015
May 18-22	WK 21								2015
May 25-29	WK 22								2015
June 1-5	WK 23								2015
		9	9	9	9	9	9	9	

Prepared By: Manoj Verma, 10/6/2014

NEW FLYER

XCELSIOR
BETTER BY DESIGN

Delivery Schedule for

10 x XDE40

Winnipeg-Crookston Full Build - 10xXDE40									
Dates	Week	Line Entry (WPG)	Line Exit (WPG)	Line Entry (CRK)	Line Exit (CRK)	Completion & Signatures	Clean/Dispatch	Delivery @ Customer Site	
Dec 29-Jan 2	WK 1								2015
Jan 5-9	WK 2								2015
Jan 12-16	WK 3								2015
Jan 19-23	WK 4								2015
Jan 26-30	WK 5								2015
Feb 2-6	WK 6								2015
Feb 9-13	WK 7								2015
Feb 16-20	WK 8								2015
Feb 23-27	WK 9								2015
Mar 2-6	WK 10	2							2015
Mar 9-13	WK 11	2							2015
Mar 16-20	WK 12	2	2						2015
Mar 23-27	WK 13	2	2	2					2015
Mar 30-Apr 3	WK 14	2	2	2					2015
Apr 6-10	WK 15		2	2	2				2015
Apr 13-17	WK 16		2	2	2	2			2015
Apr 20-24	WK 17			2	2	2	2		2015
Apr 27-May 1	WK 18				2	2	2	2	2015
May 4-8	WK 19				2	2	2	2	2015
May 11-15	WK 20					2	2	2	2015
May 18-22	WK 21						2	2	2015
May 25-29	WK 22							2	2015
June 1-5	WK 23								2015
		10	10	10	10	10	10	10	

Prepared By: Manoj Verma, 10/6/2014

NEW FLYER

XCELSIOR
BETTER BY DESIGN

SECTION 4

Contents:

Title	Submission Requirements
Assignment Letter:	Executed Contract Assignment Letter

CONTRACT AWARD

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

DIV. OF PURCHASING & MATERIALS MGMT.
2800 Berlin Turnpike

PO Box 317546
Newington, CT 06131-7546

Mary Matuszak
Fiscal Administrative Supervisor

(860) 594-2342
Telephone Number

CONTRACT AWARD NO.:
09DOT7004
DATE AWARDED: (See Vendor Contracts – Date of Signature by ConnDOT)
RFP DUE DATE: June 15, 2009
AUTHORIZATION: CGS 13b-34, 4a-2 and 4a-51

CONTRACT AWARD

COMMODITY CLASS/SUBCLASS AND DESCRIPTION: **Low Floor Heavy Duty Transit Buses and High Floor Heavy Duty Suburban Buses**

FOR:	TERM OF CONTRACT /DELIVERY DATE REQUIRED:
Department of Transportation **2800 Berlin Turnpike** **Newington, CT 06131-7546**	Contract Term: 5 Years From Date of Award Delivery: See Attached Exhibit B (Price Schedule) for Each Vendor
	POTENTIAL TOTAL CONTRACT AWARD VALUE: **$406,229,027.67** CONTRACT AMOUNT IS ESTIMATED, AND WILL ULTIMATELY BE DETERMINED BY THE NUMBER OF BUSES AND SPARE PARTS PURCHASED OVER THE LIFE OF THE CONTRACT. ACTUAL COSTS ARE NOTED ON THE ATTACHED EXHIBIT B (PRICE SCHEDULE) FOR EACH VENDOR.

NOTICE TO CONTRACTORS: This notice of award is not an order to ship or to produce services. Purchase Orders against this contract will be furnished by the Department of Transportation. INVOICES SHALL BE RENDERED DIRECTLY TO THE DEPARTMENT OF TRANSPORTATION.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

THE ATTACHED DOCUMENTS ARE HEREBY INCORPORATED INTO CONTRACT AWARD NO. 09DOT7004 AND MADE A PART HEREOF

NAME AND ADDRESS OF CONTRACTOR(S)

Company Name: ***Gillig LLC***		
Address: ***25800 Clawiter Road, Hayward, CA 94545***		***CORE Award No.: 09DOT7004AA***
Tel. No.: ***(800) 735-1500 x 5093***	*Fax No.:* ***(510) 785-6819***	***30' Low Floor (Diesel & Hybrid)***
Contact Person: ***Brian Macleod***	*SSN/FEIN No.:* ***26-3085364***	***Est. Award Amount: $37,772,098.32***
Certification Type (SBE,MBE, WBE or None): ***none***	*Terms:* ***Net 45 Days***	
Company E-mail Address and/or Company Web Site: ***www.gillig.com***		

Company Name: ***New Flyer of America Inc.***		
Address: ***711 Kernaghan Avenue, Winnipeg, Manitoba, Canada R2C 3T4***		***CORE Award No.: 09DOT7004AB***
Tel. No.: ***(204) 224-6626***	*Fax No.:* ***(204) 224-4214***	***35', 40' Low Floor (Diesel & Hybrid)***
Contact Person: ***Chris Cudmore***	*SSN/FEIN No.:* ***45-0414949***	***Est. Award Amount: $260,317,280.32***
Certification Type (SBE,MBE, WBE or None): ***none***	*Terms:* ***Net 45 Days***	***Prompt Payment: 0.29 % 10 Days***
Company E-mail Address and/or Company Web Site: ***www.newflyer.com***		

Company Name: ***Motor Coach Industries, Inc.***		
Address: ***1700 East Golf Road, Schaumberg, IL 60173***		***CORE Award No: 09DOT7004AC***
Tel. No.: ***(610) 945-7684***	*Fax No.:* ***(502) 318-8324***	***45' Coach (Diesel)***
Contact Person: ***Jamie Cressman***	*SSN/FEIN No.:* ***45-027789***	***Est. Award Amount: $48,679,145.18***
Certification Type (SBE,MBE, WBE or None): ***none***	*Terms:* ***Net 45 Days***	***Prompt Payment: 0.5 % 10 Days***
Company E-mail Address and/or Company Web Site: ***www.mcicoach.com***		

Company Name: ***Nova Bus LFS, a Division of Prevost Car (US) Inc.***		
Address: ***260 Banker Road, Plattsburgh, NY 12901***		***CORE Award No.: 90DOT7004AD***
Tel. No.: ***(450) 974-6052***	*Fax No.:* ***(450) 974-3001***	***60' Low Floor (Diesel & Hybrid)***
Contact Person: ***Jean-Pierre Baracat***	*SSN/FEIN No.:* ***14-1768147***	***Est. Award Amount: $59,460,503.85***
Certification Type (SBE,MBE, WBE or None): ***none***	*Terms:* ***Net 45 Days***	***Prompt Payment: 0.3217 % 10 Days (Diesel)***
Company E-mail Address and/or Company Web Site: ***www.novabus.com***		***0.2451 % 10 Days (Hybrid)***

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
EXPRESS FINDING
PURSUANT TO SECTION 13b-35
OF THE
GENERAL STATUTES OF CONNECTICUT, AS REVISED

BE IT KNOWN, THAT I, James Redeker, Bureau Chief, Bureau of Public Transportation, under the authority delegated to me by Joseph F. Marie, Commissioner of Transportation, State of Connecticut, intend to exercise the powers conferred by Section 13b-34 of General Statutes of Connecticut to purchase certain equipment for the purpose of providing bus transportation service and, in furtherance of said purpose, herewith make Express Finding pursuant to the provisions of Section 13b-35 of the General Statutes of Connecticut that:

1. Bus passenger service operated within the State of Connecticut may be disrupted in whole or in part or may not be operated in the manner required by the general welfare of the State of Connecticut unless essential bus equipment is replaced; and,

2. Such disruption of improper operation would have a detrimental effect on the general welfare of the State of Connecticut; and,

3. The exercise of powers vested in the Commissioner of Transportation by 13b-34 of the General Statues of Connecticut is essential to the continuation and improvement of necessary bus passenger transportation facilities and services operated within the State of Connecticut.

Therefore, pursuant to said Express Findings and my authority under Section 13b-34 of the General Statutes of Connecticut, I direct the purchase of up to Six hundred Twenty five (625) buses commencing in 2009.

Dated at Newington, Connecticut, this 30th day of January, 2009.

WITNESSES:

Name: MICHAEL SANDERS

Name: ROSANNE BUTLER

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

By: James Redeker
Bureau Chief
Bureau of Public Transportation

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Office of the
Commissioner

An Equal Opportunity Employer

Delegation of Authority
Authorized by Section 13b-17 of the
Connecticut General Statutes, As Amended

Know All Ye Persons By These Presents, That I, Joseph F. Marie, Commissioner of Transportation, as authorized by Section 13b-17 of the Connecticut General Statutes, as amended, do hereby delegate to James P. Redeker, Bureau Chief of the Bureau of Public Transportation, Department of Transportation, the duties and responsibilities which relate to administering the operations of the Bureau of Public Transportation and the authority to sign any agreement, contract, document, or instrument which I am authorized to sign for said Bureau.

Joseph F. Marie
Commissioner

Date: 01/26/09

OPM Ethics Form 3

Rev. 08-01-07

STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE AUTHORIZED TO EXECUTE CONTRACT

Certification to accompany a State contract, having a value of more than $50,000, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

New Flyer of America Inc.
Contractor Name

Department of Transportation
Awarding State Agency

James Redeker
State Agency Official or Employee Signature

10/29/09
Date

James P. Redeker
Printed Name

Bureau Chief
Title

Sworn and subscribed before me on this 29th **day of** October, **200**9.

Anne I. Duval
Commissioner of the Superior Court or Notary Public

Expires: 6/30/2014

The following change shall be made to the replace the original Section #32 – "Non-Discrimination" of the Form Contract with the most recent revision as follows:

32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

CTS

12/29/05

(f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

These terms are attached hereto and made a part hereof.

Initial: CJS

Date: October 22, 2009
10/29/09

Contract Table of Contents

1. Definitions
2. Term of Contract; Contract Extension
3. Description of Goods and Services
4. Price Schedule, Payment Terms and Billing
5. Rejected Items; Abandonment
6. Order and Delivery
7. Contract Amendments
8. Assignment
9. Termination, Cancellation and Expiration
10. Cost Modifications
11. Breach
12. Waiver
13. Open Market Purchases
14. Purchase Orders
15. Indemnification
16. Forum and Choice of Law
17. Contractor Guaranties
18. Implied Warranties
19. Goods, Standards and Appurtenances
20. Delivery
21. Goods Inspection
22. Setoff
23. Force Majeure
24. Advertising
25. Americans With Disabilities Act
26. Representations and Warranties
27. Representations and Warranties Concerning Motor Vehicles
28. Disclosure of Contractor Parties Litigation
29. Entirety of Contract
30. Exhibits
31. Executive Orders
32. Non-Discrimination

33. Tangible Personal Property
34. Whistleblowing
35. Notice
36. Insurance
37. Headings
38. Number and Gender
39. Parties
40. Contractor Changes
41. Further Assurances
42. Audit and Inspection of Records
43. Background Checks
44. Continued Performance
45. Working and Labor Synergies
46. Contractor Responsibility
47. Severability
48. Confidential Information
49. Interpretation
50. Cross-Default
51. Disclosure of Records
52. Summary of State Ethics Laws
53. Sovereign Immunity
54. Time of the Essence
55. Reserved
56. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban
57. Health Insurance Portability and Accountability Act
58. Encryption of Data

EXHIBIT A – Description of Goods and Services

EXHIBIT B – Price Schedule

EXHIBIT C – SEEC Form 11

EXHIBIT D – FTA Requirements

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Contract # 09DOT7004
RFP Contract Rev. 3/09

This Contract (the "Contract") is made as of the latter date of execution by both parties ~~1st day of October, in the year 2009~~, by and between, New Flyer of America (The "Contractor,") with a principal place of business at 711 Kernaghan Avenue, Winnipeg, Manitoba, Canada R2C 3T4, acting by P.S. Paul Smith, its E.V.P. - Sales & Marketing, and acting by Paul Soubry, its President and CEO; and the State of Connecticut, Department of Transportation ("ConnDOT"), with a principal place of business at 2800 Berlin Turnpike, Newington, Connecticut 06111, acting by ~~Kathleen Germain, its Purchasing Assistant Director~~ James Redeker, its Bureau Chief, Public Transportation, in accordance with Sections 13b-34, 4a-2, and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

(a) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to breach.

(b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(c) Contract: The agreement, as of its effective date, between the Proposer and the State for any or all Goods or Services at the Proposal price.

(d) Contractor: A person or entity who submits a Proposal and who executes a Contract.

(e) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

(f) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

(g) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.

(h) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

(i) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in the specifications.

11/13/09 PS
11/12/09 JR

(j) Goods or Services: Goods, Services or both, as specified in the Request for Proposals.

(k) Proposal: A Proposer's submittal in response to a Request for Proposals.

(l) Proposer Parties: A Proposer's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Proposer is in privity of oral or written contract and the Proposer intends for such other person or entity to Perform under the Contract in any capacity.

(m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

(n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Transportation.

(o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.

(p) State: The State of Connecticut, including the Department of Transportation, and any office, department, board, council, commission, institution or other agency of the State.

(q) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.

(r) Title: All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

2. Term of Contract; Contract Extension. The Contract will be in effect from **Date of Award** through **Five (5) years from date of Award**. The State may extend this contract in its sole discretion, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term.

3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."

4. Price Schedule, Payment Terms and Billing.

(a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.

(b) Payment Terms and Billing: Payment shall be made only after ConnDOT receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the

12/29/09

Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to ConnDOT for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(c) If applicable to and during the term of this Contract, the Price Schedule shall be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule shall not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.

5. Rejected Items; Abandonment.

(a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. ConnDOT may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which ConnDOT or the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Proposer Parties, that:

(1) They have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming title or any future rights of any type in and to the Rejected Goods and Contractor Property;

(2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;

(3) they vest authority, without any further act required on their part or the State's part, in the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

(4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving

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12/29/09

or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

(5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents" of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

(b) The Contractor shall secure from each Contractor Party or Proposer Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.

6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the State to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.

7. Contract Amendments. ~~Except for extensions made in accordance with the section in this Contract concerning Term of Contract, Effective Date,~~ no amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.

8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of ConnDOT. ConnDOT may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by ConnDOT for a breach is without prejudice to ConnDOT's or the State's rights or possible Claims.

9. Termination, Cancellation and Expiration.

(a) Notwithstanding any provisions in this Contract, ConnDOT, through a duly authorized employee, may Terminate the Contract whenever ConnDOT makes a written determination that such Termination is in the best interests of the State. ConnDOT shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete Performance under the Contract prior to such date. The Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.

11/13/15

(b) Notwithstanding any provisions in this Contract, ConnDOT, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.

(c) ConnDOT shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to ConnDOT for purposes of correspondence, or by hand delivery. Upon receiving such notice from ConnDOT, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to ConnDOT all Records. The Records are deemed to be the property of ConnDOT and the Contractor shall deliver them to ConnDOT no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from ConnDOT for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

(d) Upon receipt of a written notice of Termination or Cancellation from ConnDOT, the Contractor shall cease operations as directed by ConnDOT in the notice, and take all actions that are necessary or appropriate, or that ConnDOT may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which ConnDOT directs the Contractor to Perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

(e) To the extent that ConnDOT has issued a purchase order prior to the notice of Termination and the Contractor has begun Performance against that purchase order in good faith, ConnDOT shall, within forty-five (45) days of having received an invoice from the Contractor for such Performance, pay or reimburse the Contractor for its Performance rendered and accepted by ConnDOT in accordance with Exhibit A. In addition, ConnDOT shall also pay or reimburse the Contractor for all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. Upon and as requested by ConnDOT and after consent of the Contractor's subcontractors, if any, and if their consent is required, the Contractor shall (1) assign to ConnDOT, or any replacement contractor which ConnDOT designates, all subcontracts, purchase orders and other commitments, (2) deliver to the ConnDOT all Records and other information pertaining to its Performance, and (3) remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance, all as ConnDOT may request.

(f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, ConnDOT may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract

12/29/09

shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by ConnDOT.

10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any greater time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours prior written notice. If ConnDOT believes that the Contractor has not performed according to the Contract, ConnDOT may withhold payment in whole or part pending resolution of the Performance issue, provided that ConnDOT notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance or any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for ConnDOT, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. ConnDOT shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay ConnDOT's invoice

PS
12/29/09

immediately after receiving the invoice. If ConnDOT does not Cancel the Contract, ConnDOT will deduct such open market purchases from the Contract quantities. However, if ConnDOT deems it to be in the best interest of the State, ConnDOT may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by ConnDOT.

14. Purchase Orders.

(a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.

(b) ConnDOT shall issue a purchase order against the Contract directly to the Contractor and to no other party.

(c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and ConnDOT requirements, particularly ConnDOT's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.

(d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.

(e) ConnDOT may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that ConnDOT shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.

(b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

12/29/09

(c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to ConnDOT, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to ConnDOT.

(e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The Contract shall be deemed to have been made in the town of Newington, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

(a) Perform fully under the Contract:

(b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at ConnDOT's option, replace them;

(c) Furnish adequate protection from damage for work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;

(d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

10/29/09

(e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

(f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. ConnDOT does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

(a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the ConnDOT loading dock or receiving platform. The receiving personnel of ConnDOT are not required to assist in this process. The decision of ConnDOT as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

(b) In order for the time of delivery to be extended, ConnDOT must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.

(c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of ConnDOT unless otherwise stated in the Proposal.

(d) All risk of loss and damage to the Goods transfers to ConnDOT upon delivery to ConnDOT or its designee. Should ConnDOT not accept any Goods and the Goods are removed from ConnDOT property, the Contractor shall assume the risk of loss and damage while the Goods are under its control.

21. Goods Inspection. The inspection and testing of the Goods shall be conducted by ConnDOT in accordance with the terms and conditions contained in Exhibit A. Following such inspection and testing, ConnDOT may accept, conditionally accept, or not accept the Goods in accordance with the terms and conditions of Exhibit A.

22. Setoff. In addition to all other remedies ConnDOT may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement

12/29/09

that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without ConnDOT's prior written approval.

25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. ConnDOT may Cancel the Contract if the Contractor fails to comply with the Act.

26. Representations and Warranties. The Contractor, and the Proposer, as appropriate, represent and warrant to ConnDOT for itself, Contractor Parties and Proposer Parties, as appropriate, that:

(a) If they are entities, they are duly and validly existing under the laws of their respective states or organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Proposal and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

(b) They shall comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;

(c) The execution, delivery and Performance of the Contract shall not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

(e) As applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in

12/29/09

connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(f) They are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed above;

(g) They have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;

(h) They have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

(i) To the best of their knowledge, there are no Claims involving the Proposer, Proposer Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;

(j) They shall disclose, to the best of their knowledge, to ConnDOT in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to ConnDOT, the ten (10) days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

(k) Their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics;

(l) The Proposal was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;

(m) They are able to Perform under the Contract using their own resources or the resources of a party who is not a Proposer;

(n) The Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contract Parties;

11/29/09

(o) They have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(p) They have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

(q) They are not delinquent in unemployment compensation contributions;

(r) They are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

(s) Each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to ConnDOT, no later than fifteen (15) days after receiving a request from ConnDOT, such information as ConnDOT may require to evidence, in ConnDOT's sole determination, compliance with this section;

(t) Except to the extent modified or abrogated in the Contract, all Title shall pass to ConnDOT upon complete installation, testing and acceptance of the Goods or Services and payment by ConnDOT;

(u) If either party Terminates or Cancels the Contract, for any reason, they shall relinquish to ConnDOT all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by ConnDOT;

(v) With regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;

(w) They shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without ConnDOT's prior written consent;

(x) They either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;

(y) The goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(z) ConnDOT's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(aa) If they procure any Goods, they shall sub-license such Goods and that ConnDOT shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and

(bb) They shall assign or otherwise transfer to ConnDOT, or afford ConnDOT the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to ConnDOT.

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27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(51) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Proposer, as appropriate, represent and warrant for itself, the Contractor Parties and Proposer Parties, as appropriate, that:

(a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

(b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

(c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

(d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

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29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

31. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, ConnDOT shall provide a copy of these orders to the Contractor.

32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "Contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by Section 4a-60 of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) The Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the

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contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor agrees to comply with each provision of this Section and Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Sections 46a-56, 46-68e and 46a-68f;

(5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Section 46a-56.

(b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:

(1) Who are active in the daily affairs of the enterprise,

(2) Who have the power to direct the management and policies of the enterprise and

(3) Who are members of a minority, as such term is defined in subsection (a) of Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The Contractor shall include the provisions of section (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may

12/24/09

request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(g) The following subsections are set forth here as required by Section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56;

(4) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this Section and Section 46a-56.

(h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

33. Tangible Personal Property. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(a) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in

12/29/09

Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(c) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(e) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the general statutes.

For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in Section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of the Act.

34. Whistleblowing. This Contract is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute

10/29/09

relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

35. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U. S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to ConnDOT:

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
P. O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546
Attention: Mary Matuszak
Contract No.: 09DOT7004

If to the Contractor:

COMPANY NAME: New Flyer of America Inc.

NAME: Kevin Hiemenz - Director, Customer Program Management

ADDRESS Line 1: 711 Kernaghan Avenue

ADDRESS Line 2:

CITY: Winnipeg, Manitoba STATE: Canada ZIP: R2C 3T4

36. Insurance.

(a) Before any purchase order is issued, the Contractor(s) shall be required to file with ConnDOT within twenty (20) days from the date of notification a Certificate of Insurance. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. ConnDOT will provide their standard insurance certificate form "CON-32A" (most current version); Contractor(s) are cautioned that only this form is acceptable. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit the CON-32A within twenty (20) days of request will be considered a breach of the contract. Insurance certificates must document that the Vendor/Contactor has owner's and contractor's Protective Liability, Commercial General Liability, Automotive Liability, Workers Compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the State in the event of a claim, and/or in accordance with any statutory requirement

12/29/09

(1) COMMERCIAL GENERAL LIABILITY: Commercial General Liability Insurance, including Contractual Liability Insurance, providing a Combined Single Limit of ONE MILLION DOLLARS ($1,000,000.00) for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of TWO MILLION DOLLARS ($2,000,000.00) for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage.

(2) AUTOMOBILE LIABILITY: The operation of all motor vehicles, including those hired or borrowed, used in connection with the contract shall be covered by Automobile Liability Insurance providing a total of ONE MILLION DOLLARS ($1,000,000.00) Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least TWO MILLION DOLLARS ($2,000,000.00). Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required. Contractor operations on airports that use vehicles on the air side require FIVE MILLION DOLLARS ($5,000,000.00) automotive coverage unless specifically modified by the State, and may require additional special vehicle coverage depending on the types of vehicles employed.

(3) WORKERS' COMPENSATION: With respect to all operations the Contractor performs and all those performed for the Contractor by subcontractor(s), the Contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremen's and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.

(4) UMBRELLA LIABILITY: In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified as items 1, 2 and 3 the State of Connecticut must be named as Additional Insured.

(b) The Contractor shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies the Contractor may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this contract.

(c) With respect to the operations performed by the Contractor(s) under the terms of this contract and also those performed for the Contractor(s) by its subcontractors, the Contractor(s) will be required to obtain at its own cost and for the duration of this contract, and any supplements thereto, with the

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State being named as an additional insured party with regard to the Commercial General Liability, Automobile Liability and Umbrella Liability insurance required in paragraphs (1), (2), and, (4), the minimum liability insurance coverage set forth in paragraphs, 1), (2), and (4) at no direct cost to the State.

(d) Contractor(s) will assume any and all deductibles in the described insurance policies.

(e) The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage.

(f) Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(g) Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State.

(h) "Claims Made" coverage is unacceptable, with the exception of Professional Liability.

(i) Contractor agrees that it will not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit, unless requested by the State.

(j) The Contractor agrees to furnish to the State a "Certificate of Insurance, CON-32A", in conjunction with items(1) , (2), (3) and (4) above, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies herein above, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, if applicable, the U.S. Longshoremens and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy(ies) shall be indicated on the CON-32A.

(k) Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

(l) Updates on the insurance coverage are the responsibility of the Contractor(s). Insurance requirements will be strictly enforced. Contractor(s) should hand carry or mail Insurance Certificates to the Department of Transportation, Bid Unit.

Please mail or hand-carry certificates to:

State of Connecticut

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Department of Transportation
Bureau of Finance and Administration
Attn: Debbie Ello
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

(m) Purchase orders WILL NOT be issued without receipt of properly executed insurance certificates.

37. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as limitation of the scope of the particular section to which the heading refers.

38. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

39. Parties. To the extent that any Contractor Party or Proposer Party is to participate or Perform in any way, directly or indirectly in connection with the Proposal or the Contract, any reference in the Request for Proposals and the Contract to "Contractor" or "Proposer" shall also be deemed to include "Contractor Parties" or "Proposer Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Proposer Parties," since it is the parties' intent for the terms "Contractor Parties" and "Proposer Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Proposer."

40. Contractor Changes. The contractor shall notify ConnDOT in writing no later than ten (10) days from the effective date of any change in:

    i. its certificate of incorporation or other organizational document;

    ii. more than a controlling interest in the ownership of the Contractor; or

    iii. the individual(s) in charge of the Performance.

    This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. ConnDOT, after receiving written notice by the contractor of any such change, may require such agreements, releases and other instruments evidencing, to ConnDOT's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to ConnDOT in accordance with the terms of ConnDOT's written request. ConnDOT may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

41. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and

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which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

42. Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by ConnDOT Agency and the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the State's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut, Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

44. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

45. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result form the Contractor's or contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

46. Contractor Responsibility.

(a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

(b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

47. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities

11/29/09

or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

48. Confidential Information. The State will afford due regard to the Proposers and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Proposer or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Proposer or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, ConnDOT will endeavor to keep said information confidential to the extent permitted by law. ConnDOT, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall ConnDOT or the State have any liability for the disclosure of any documents or information in its possession which the State or ConnDOT believes are required to be disclosed pursuant to the FOIA or other requirements of law.

49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

50. Cross-Default.

(a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then ConnDOT may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other agreements") that the Contractor or Contractor Parties have with ConnDOT. Accordingly ConnDOT may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of ConnDOT, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

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(b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with ConnDOT or the State, then ConnDOT may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of ConnDOT or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Contract.

51. Disclosure of Records. The Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

52. Summary of State Ethics Laws. Pursuant to the requirements of Section 1-101 qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to Section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

54. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

55. Reserved.

56. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11.

12/29/09

57. Heath Insurance Portability and Accountability Act.

(a) This Section may or may not apply to ConnDOT. If an appropriate party or entity determines that it does apply to ConnDOT, then for purposes of this Section the following definitions shall apply:

(1) "Business Associate" shall mean the Contractor.

(2) "Covered Entity" shall mean ConnDOT, the State or both, as applicable.

(3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45C.F.R. § 164.501.

(4) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

(6) "Protected Health Information" or 'PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(7) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(10) "This Section of the Contract" refers to the HIPAA Section of this Contract, in its entirety.

(11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. §164.304.

(12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.

(b) If the Contractor is a Business associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPPAA"), the Contractor shall comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Confract does not apply to the Contractor for this Contract.

4/21/09

(c) The Contractor and ConnDOT shall safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(d) ConnDOT is a "covered entity" as that term is defined in 45 C.F.R. § 160.103.

(e) The Contractor, on behalf of ConnDOT, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103.

(f) The Contractor is a "business associate" of ConnDOT, as that term is defined in 45 C.F.R. § 160.103.

(g) Obligations and Activities of Business Associates.

(1) Business Associate shall not use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted or required by this Section of the Contract.

(3) Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate shall report to Covered entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.

(6) Business Associate shall insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, shall agree to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.

(7) Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner agreed to by them, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

(8) Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by them.

PS

10/29/09

(9) Business Associate shall make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by them or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(10) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(11) Business Associate shall provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection 10 of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(12) Business Associate shall comply with any State law that is More Stringent than the Privacy Rule.

(h) Permitted Uses and Disclosure by Business Associate

(1) General Use and Disclosure. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity,

(2) Specific Use and Disclosure.

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate for any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services as defined in 45 C.F.R. § 164.501, to Covered Entity as permitted by 45 C.F.R. § 164.504 (e)(2)(i)(B).

(i) Obligations of covered Entity

12/21/09

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify business Associate of any restriction to the use or disclosure of PHI that Covered entity has agreed to in accordance with 45 C.F.R. § 154.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(j) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for Data Aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination

(1) The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate or Expire when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Upon Covered Entity's knowledge of a material breach of this Section by Business Associate, Covered Entity shall either proceed in accordance with the Breach section of this Contract or, if neither Cancellation nor a cure is feasible, then Covered Entity shall report the breach to the Secretary.

(A) Effect of Termination, Cancellation and Expiration
Except as provided above, upon Termination, Cancellation or Expiration of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is the possession of subcontractors or agents of business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return of destruction of PHI is infeasible, business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or Federal law that the Business Associate maintains or preserves the PHI or copies thereof.

12/29/09

(l) Miscellaneous Provisions

(1) A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) The Parties shall take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and HIPAA.

(3) The respective rights and obligations of Business Associate under this section of the Contract shall survive the Termination or Cancellation of this Contract.

(4) This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(5) Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered entity shall not be liable to Business Associate for any Claim related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any Contractor Parties or any other party to whom Business Associate has disclosed PHI pursuant to this Section of the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

58. Encryption of Data.

(a) Contractor and Contractor Parties, at its own expense, shall keep and maintain in an encrypted state any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA). This shall be a continuing obligation for compliance with the EWTA standard as it may be amended or supplemented from time to time.

(b) In the event of a breach of security or loss of State data, the Contractor and Contractor Parties shall notify the state agency which owns the data, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the discovery or reason to believe such breach or loss that such data has been compromised through breach or loss.

ps
11/24/09

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

[AWARDED CONTRACTOR]

By: _____

Paul Smith
Print or Type Name

Title: E.V.P. - Sales & Marketing

Date: October 15, 2009

By: _____

Paul Saubry
Print or Type Name

Title: President & CEO

Date: October 15, 2009

STATE OF CONNECTICUT
Department of Transportation

BY: _____

James Redeker
Print or Type Name

Title: Bureau Chief

Date: 10/16/09

STATE OF CONNECTICUT
Attorney General's Office (as to form)

BY: _____

Print or Type Name

Title: ASSOC. ATTY. GENERAL

Date: 11/17/09

10/29/09

OPM Ethics Form 5

Rev. 10-31-07

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title _____ Name of Firm (if applicable) _____

Start Date _____ End Date _____ Cost _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____ Name of Former State Agency _____ Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

New Flyer of America Inc. (Printed Name of Bidder or Vendor) | **Signature of Chief Official or Individual** | June 9, 09 **Date**

Paul Smith & Glenn Asham (Printed Name (of above)) | Dept. of Transportation (Awarding State Agency)

Sworn and subscribed before me on this 12TH **day of** JUNE, 2009.

Commissioner of the Superior Court or Notary Public

RICKY KENNETH BUDOWSKI
A Notary Public
in and for the Province of Manitoba.
My Commission Expires: May 1, 2010

OPM Ethics Form 6

Rev. 10-31-07

STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than $500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

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INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

☒ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

Signature — June 9, 09 (Date)

Paul Smith & Glenn Asham (Printed Name) — E.V.P. Sales & Marketing & CFO (Title)

New Flyer of America Inc. (Firm or Corporation (if applicable))

711 Kernaghan Avenue (Street Address) — Winnipeg (City) — MB (State) — R2C 3T4 (Zip)

State of Connecticut Department of Transportation
Awarding State Agency

CONTRACT
09DOT7004

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF TRANSPORTATION

AND

New Flyer of America Inc.

Awarded Contractor

FOR THE PURCHASE OF LOW FLOOR HEAVY DUTY TRANSIT BUSES AND HIGH FLOOR HEAVY DUTY SUBURBAN BUSES

OPM Ethics Form 3

Rev. 08-01-07

STATE OF CONNECTICUT

CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE AUTHORIZED TO EXECUTE CONTRACT

Certification to accompany a State contract, having a value of more than $50,000, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

New Flyer of America Inc.
Contractor Name

Department of Transportation
Awarding State Agency

State Agency Official or Employee Signature

10/6/09
Date

James P. Redeker
Printed Name

Bureau Chief
Title

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court or Notary Public

Was not notarized on date of signing

See previous cert. for correctly executed form.

Form C
07-08-2009

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Affidavit

By Entity

For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

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INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am **Executive Vice President, Sales & Marketing** (Signatory's Title) of **New Flyer of America Inc.** (Name of Entity), an entity duly formed and existing under the laws of **North Dakota** (Name of State or Commonwealth).

I certify that I am authorized to execute and deliver this affidavit on behalf of **New Flyer of America Inc.** (Name of Entity) and that **New Flyer of America Inc.** (Name of Entity) has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1)and 4a-60a(a)(1), as amended.

Authorized Signatory

Paul Smith
Printed Name

Sworn and subscribed to before me on this 11th day of September, 2009.

~~Commissioner of the Superior Court~~/
Notary Public

COLIN PEWARCHUK

MY COMMISSION DOES NOT EXPIRE
Commission Expiration Date

COLIN PEWARCHUK
Barrister/Solicitor/Notary Public
[illegible] Monaghan Ave
Winnipeg, MB R2C 3T4

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of $50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: ☒ Initial Certification ☐ Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

1) "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
3) "Contractor" means the person, firm or corporation named as the contactor below;
4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(I) or (ii);
5) **"Gift"** has the same meaning given that term in C.G.S. § 4-250(1);
6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date	Name of Contributor	Recipient	Value	Description

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

New Flyer of America Inc.
Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this 11th **day of** September, **200**9.

Colin Pewarchuk
Barrister/Solicitor/Notary Public
711 Kernaghan Ave
Winnipeg, MB R2C 3T4

~~**Commissioner of the Superior Court**~~ **(or Notary Public)**

For State Agency Use Only

Department of Transportation
Awarding State Agency

11/7/08
Planning Start Date

09DOT7004, Purchase of Low Floor Heavy Duty Transit Buses and High Floor Heavy Duty Suburban Buses
Contract Number or Description

Request for Proposals

EXHIBIT A

State of Connecticut, Department of Transportation

Division of Purchasing & Materials Management

ConnDOT Contact:	**Mary Matuszak, Fiscal Administrative Supervisor**
Date Issued:	**March 26, 2009**
RFP Due Date:	**May 28, 2009**

State of Connecticut, Department of Transportation (ConnDOT)

Announcement of Request for Proposals (RFP) for

PURCHASE OF LOW FLOOR HEAVY DUTY TRANSIT BUSES AND HIGH FLOOR HEAVY DUTY SUBURBAN BUSES

Date: March 26, 2009

RFP No. 09DOT7004

Pursuant to the provisions of Section 13b-34 of the General Statutes of Connecticut as amended, sealed proposals will be received by ConnDOT at the address provided in this RFP for furnishing the commodities and/or services listed herein.

ConnDOT welcomes the opportunity to work with our customers and suppliers to provide 30', 35', 40', 45' & 60' Clean Diesel and Hybrid Buses as outlined throughout this RFP document.

We invite you to be part of this effort.

TABLE OF CONTENTS

ABBREVIATIONS AND COMMONLY USED TERMS..... 4

OVERVIEW 11

SCOPE OF SERVICES 14

INSTRUCTIONS TO PROPOSERS 15

PROPOSAL REQUIREMENTS 16

PRODUCT AND/OR SERVICE SPECIFICATIONS:

SPECIAL PROVISIONS 19

TECHNICAL SPECIFICATIONS 33

SELECTION CRITERIA 87

SUBMITTAL REQUIREMENTS 89

CONTRACT 93

ABBREVIATIONS AND COMMONLY USED TERMS

ABS: Anti-Lock Braking System

AC: Alternating Current

ADA: Americans with Disabilities Act

Ambient Temperature: The temperature of the surrounding air. For testing purposes, ambient temperature must be between +16° C (+50° F) and +38° C (+100° F).

Analog Signals: A continuously-variable signal that is solely dependent upon magnitude to express information content. Note: Analog signals are used to represent the state of variable devices such as rheostats, potentiometers, temperature probes, etc.

ANSI: American National Standards Institute

APTA: American Public Transportation Association

ASHRAE: American Society of Heating, Refrigerating and Air Conditioning Engineers

ASTM: American Society for Testing and Materials

ATC: Automatic Traction Control

Audible Discrete Frequency: An audible discrete frequency is determined to exist if the sound power level in any 1/3-octave band exceeds the average of the sound power levels of the two adjacent 1/3-octave bands by 4 decibels (dB) or more.

Battery Compartment: Low voltage energy storage, i.e. 12/24 VDC batteries.

Battery Management System (BMS): Monitors energy, as well as temperature, cell or module voltages, and total pack voltage. The BMS adjusts the control strategy algorithms to maintain the batteries at uniform state of charge and optimal temperatures.

Braking Resistor: Device that converts electrical energy into heat, typically used as a retarder to supplement or replace the regenerative braking.

Burst Pressure: The highest pressure reached in a container during a burst test.

Capacity (fuel container): The water volume of a container in gallons (liters).

CCTV: Closed Circuit Television

Cells: Individual components i.e. battery or capacitor cells.

CF: Compact Flash

CFR: Code of Federal Regulations

ConnDOT: State of Connecticut, Department of Transportation

Code: A legal requirement.

CTDMV: State of Connecticut, Department of Motor Vehicles

Curb Weight: Weight of vehicle, including maximum fuel, oil and coolant; and all equipment required for operation and required by this Specification, but without passengers or driver.

DAT: Digital Audio Tape

dBA: Decibels with reference to 0.0002 microbar as measured on the "A" scale.

DBE: Disadvantaged Business Enterprise

DC: Direct Current

DC to DC Converter: A module which converts a source of direct current (DC) from one voltage level to another.

Destroyed: Physically made permanently unusable.

Discrete Signals: A signal which can take only pre-defined values, usually of a binary 0 or 1 nature where 0 is battery ground potential and 1 is a defined battery positive potential.

DOE: U.S. Department of Energy

DOT: U.S. Department of Transportation

DR: Diagnostic Reader

DRL: Daytime Running Lights

Driver's Eye Range: The 95th-percentile ellipse defined in SAE Recommended Practice J941, except that the height of the ellipse shall be determined from the seat at its reference height.

ECM: Engine Control Module

ECS: Emission Control System

EMI: Electromagnetic Interference

Energy Density: The relationship between the weight of an energy storage device and its power output in units of watt-hours per kilogram (Wh/kg).

Energy Storage System: A component or system of components that stores energy and for which its supply of energy is re-chargeable by a PPU and/or an off-vehicle energy source.

EPA: U.S. Environmental Protection Agency

FCC: Federal Communications Commission

Fire Resistant: Materials that have a flame spread index less than 150 as measured in a radiant panel flame test per ASTM-E 162-90.

Fireproof: Materials that will not burn or melt at temperatures less than 2,000° F.

FMCSA: Federal Motor Carrier Safety Administration

FMCSR: Federal Motor Carrier Safety Regulations (US)

FMEA: Failure Modes and Effects Analysis

FMVSS: Federal Motor Vehicle Safety Standards (US)

Free Floor Space: Floor area available to standees, excluding the area under seats, area occupied by feet of seated passengers, the vestibule area forward of the standee line, and any floor space indicated by manufacturer as non-standee areas such as, the floor space "swept" by passenger doors during operation. Floor area of 1.5 square feet shall be allocated for the feet of each seated passenger that protrudes into the standee area.

FTA: U.S. Federal Transit Administration

Fusible Material: A metal, alloy, or other material capable of being melted by heat.

GAAP: Generally Accepted Accounting Principles

GAWR (Gross Axle Weight Rated): The maximum total weight as determined by the axle manufacturer, at which the axle can be safely and reliably operated for its intended purpose.

GPS: Global Positioning System

Gross Load: One hundred fifty pounds for every designed passenger seating position, for the driver and for each 1.5 square feet of free floor space.

GVW (Gross Vehicle Weight): Curb weight plus gross load.

GVWR (Gross Vehicle Weight Rated): The maximum total weight as determined by the vehicle manufacturer, at which the vehicle can be safely and reliably operated for its intended purpose.

HHDD: Heavy, Heavy-Duty Diesel

HIC (Head Injury Criteria): The following equation presents the definition of head injury criteria:

$$\left[\frac{1}{t_2 - t_1}\int_{t_1}^{t_2}(a)\,dt\right]^{2.5}(t_2 - t_1)$$

where:

a = the resultant acceleration at the center of gravity of the head form expressed as a multiple of g, the acceleration of gravity.

t_1 and t_2 = any two points in time during the impact.

High Voltage (HV): Greater than 50 volts (AC and DC).

HMI: 67 Human Machine Interface

Hoses: Flexible lines.

HVAC: Heating, Ventilation and Air Coditioning

Hybrid: A vehicle that uses two or more distinct power sources to propel the vehicle.

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

Hybrid Drive System (HDS): The mechanical and/or electromechanical components, including the PPU and energy storage system, which comprise the traction drive portion of the hybrid propulsion system.

IAS: International Approval Services

Inverter: Module that converts direct current (DC) to/from alternating current (AC).

I/O: Input/Output

ISO: International Organization for Standardization

JIC: Joint Industrial Council

Labeled: Equipment or materials to which has been attached a label, symbol, or other identifying mark of an organization, that is acceptable to the authority having jurisdiction and concerned with product evaluation, that maintains periodic inspection of production labeled equipment or materials, and by whose labeling the manufacturer indicates compliance with appropriate standards or performance in a specified manner.

Leakage: Release of contents through a defect or crack.

LED: Light Emitting Diode

Line: All tubes, flexible and hard, which carry fluids.

Liner: Inner gas tight container or gas container to which the overwrap is applied.

Local Regulations: Regulations below the state level.

Low Floor Bus: A bus which, between at least the front (entrance) and rear (exit) doors, has a floor sufficiently low and level so as to remove the need for steps in the aisle between the doors and in the vicinity of these doors.

Low Voltage (LV): 50 volts or less (AC and DC).

MDBF: Mean Distance Between Failure

MDBSF: Mean Distance Between Service Failure

MDT: Mobile Data Terminal

MDVR: Mobile Digital Video Recording

Metallic Hose: A hose whose strength depends primarily on the strength of its metallic parts; it can have metallic liners or covers, or both.

Module: Assembly of individual components.

Motor (Electric): Device that converts electrical energy into mechanical energy.

Motor (Traction): An electric motor used to power the driving wheels of the bus.

MTBF: Mean Time Before Failure

NATEF/ASE: The National Automotive Technicians Education Foundation/Automotive Service Excellence

NFPA: National Fire Protection Association

NHTSA: National Highway Traffic Safety Administration

NIC: Network Interface Card

OCU: Operator Control Unit

OEM: Original Equipment Manufacturer (Bus Manufacturer)

Operating Pressure: The varying pressure which is developed in a container during service.

OSHA: Occupational Safety and Health Administration

OSI: Open Systems Interconnect

Physical Layer: The first layer of the seven-layer ISO OSI reference model. This provides the mechanical, electrical, functional and procedural characteristics required to gain access to the transmission medium (e.g., cable) and is responsible for transporting binary information between computerized systems.

PMAD: Personnel Mobility Aid Devices

Power: Work or energy divided by time.

Power Density: Power divided by mass, volume or area.

PPI: Producer Price Index

PRD: Pressure Relief Device

Propulsion System: System that provides propulsion for the vehicle proportional to operator commands. Includes, as applicable, the HDS system, Energy Storage System, and the HSC.

PWM: Pulse Width Modulation

Regenerative Braking: Deceleration of the bus by switching motors to act as generators which return vehicle kinetic energy to the Energy Storage System.

Retarder: Device used to augment or replace some of the functions of primary friction based braking systems of the bus.

RFI: Radio Frequency Interference

Rupture: Sudden and unstable damage propagation in the structural components of the container resulting in a loss of contents.

SAE: Society Automotive Engineers

Seated Load: 150 pounds for every designed passenger seating position and for the driver.

SLW (Seated Load Weight): Curb weight plus seated load.

Serial Data Signals: Serial data signals are a current loop based representation of ASCII or Alphanumeric data used for transferring information between devices by transmitting a sequence of individual bits in a prearranged order of significance. Note: An example is the communication that takes place between two or more electronic components with the ability to process and store information.

SLW: Seated Load Weight

Solid State Alternator: A module that converts high-voltage DC to low-voltage DC (typically 12/24 volt systems).

Specification: A particular or detailed statement, account, or listing of the various elements, materials, dimensions, etc. involved in the manufacturing and construction of a product.

SPI: Society of the Plastics Industry

Standard: A firm guideline from a consensus group.

Standee Line: A line marked across the bus aisle to designate the forward area that passengers may not occupy when the bus is moving.

State of Charge (SOC): Quantity of electric energy remaining in the battery relative to the maximum rated Amp hour (Ah) capacity of the battery expressed in percent. This is a dynamic measurement used for the energy storage system. A full SOC indicates that the energy storage system cannot accept further charging from the engine driven generator or the regenerative braking system.

Stress Loops: The "pig-tails" commonly used to absorb flexing in piping.

Structure: The structure shall be defined as the basic body, including floor deck material and installation, load bearing external panels, structural components, axle mounting provisions and suspension beams and attachment points.

TCRB: Transportation Cooperative Research Board

TRB: Transportation Research Board

TRiM: Ticket Reader/Issue Machine

TVM: Transit Vehicle Manufacturer

UL: Underwriters Laboratories

Wheelchair: A mobility aid belonging to any class of three (3) or four (4) wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. A "common wheelchair" is such a device that does not exceed 30 inches in width and 48 inches in length measured 2 inches above the ground, and does not weigh more than 600 pounds when occupied.

Request for Proposals
PURCHASE OF LOW FLOOR HEAVY DUTY TRANSIT BUSES AND HIGH FLOOR HEAVY DUTY SUBURBAN BUSES

Overview

The State of Connecticut, Department of Transportation (ConnDOT) owns and contracts for the management of the CTTransit system and also is the primary funder of twelve (12) transit districts in the State of Connecticut. The purpose of this procurement is to purchase up to 625 buses for Connecticut's transit system for both replacement and option buses.

ConnDOT is interested in deploying a mix of traditional clean fuel diesel buses as well as hybrid technology where applicable. This procurement is for 30', 35', 40' and 60' low floor heavy duty transit buses. ConnDOT desires to receive proposals for both clean fuel diesel and hybrid electric drive design versions of each of these different size buses. ConnDOT is also requesting proposals for 45' heavy duty high floor clean fuel diesel suburban commuter buses. All are required to have a minimum expected life of twelve (12) years or 500,000 miles whichever comes first and are intended for the widest possible spectrum of passengers, including children, adults, the elderly, and persons with disabilities.

It is expected that other transit agencies will piggyback on this procurement. The equipment needs of the Greater Bridgeport Transit Authority, the Housatonic Area Regional Transit District, the Norwalk Transit District, and the Middletown Area Transit District have been included in this procurement. It is possible that various minor modifications may be needed to accommodate the needs of transit districts that may participate in this process.

ConnDOT shall have the right to sell, assign or transfer the contract and all or part of the specified deliverables under the contract, both the base and/or the option quantities with all its right, title, and interest therein, to any person, firm, or corporation, and the assignee thereof shall acquire all the rights granted to the State and shall be subject to any obligations that ConnDOT may have under the contract.

The term of this contract will be for five (5) years from the date of award so that buses may be replaced as they reach the end of their lifespan. The Contractor(s) shall comply with all applicable Federal, State and local regulations. The buses shall meet all applicable FMVSS and shall accommodate all applicable FMCSR regulations in effect at the date of manufacture.

Separate awards for different types of vehicles are possible under this RFP.

ConnDOT has not fully identified and programmed all of the funding required for this procurement. As ConnDOT desires to receive proposals for both diesel and hybrid electric drive design versions of these different size buses, the amount of funding that is needed may vary. ConnDOT expects to purchase all of the replacement equipment identified in this proposal. However, Proposers should be aware that all funding has not yet been identified and put in place.

The contract will be awarded subject to conditions of a financial assistance contract between the FTA and ConnDOT and all contract parties must comply with all applicable FTA requirements.

All contract parties must comply with all applicable American Recovery and Reinvestment Act of 2009 requirements for purchases using these funds.

Expected Five Year Equipment Need

The tables below show ConnDOT's and transit district's planned purchases over the next five (5) years.

Vehicle Type	Like Replacements	Unlike Replacements	Base Year Option Buses
30 Foot Buses Conventional or Hybrid	0	0	5
35 Foot Buses Conventional or Hybrid	54	0	10
40 Foot Buses Conventional or Hybrid	14	0	19
45 Foot Commuter Buses	30	3	17
60 Foot Articulated Buses Conventional or Hybrid	0	35	5
Totals	98	38	56
	Replacement Buses	136	
	Total Buses	192	

Vehicle Type	Like Replacements	Unlike Replacements	Option Year One Option Buses
30 Foot Buses Conventional or Hybrid	0	0	10
35 Foot Buses Conventional or Hybrid	0	0	5
40 Foot Buses Conventional or Hybrid	14	0	18
45 Foot Commuter Buses	0	0	15
60 Foot Articulated Buses Conventional or Hybrid	0	0	15
Totals	14	0	63
	Replacement Buses	14	
	Total Buses	77	

Vehicle Type	Like Replacements	Unlike Replacements	Option Year Two Option Buses
30 Foot Buses Conventional or Hybrid	6	0	5
35 Foot Buses Conventional or Hybrid	0	0	5
40 Foot Buses Conventional or Hybrid	1	8	19
45 Foot Commuter Buses	0	0	3
60 Foot Articulated Buses Conventional or Hybrid	0	0	5
Totals	7	8	37
	Replacement Buses	15	
	Total Buses	52	

Expected 5 Year Bus Procurement Equipment Need (Continued)

Vehicle Type			Option Year Three
	Like Replacements	Unlike Replacements	Option Buses
30 Foot Buses Conventional or Hybrid	0	0	5
35 Foot Buses Conventional or Hybrid	10	0	5
40 Foot Buses Conventional or Hybrid	36	0	0
45 Foot Commuter Buses	0	0	10
60 Foot Articulated Buses Conventional or Hybrid	0	0	5
Totals	46	0	25

Replacement Buses	46
Total Buses	71

Vehicle Type			Option Year Four
	Like Replacements	Unlike Replacements	Option Buses
30 Foot Buses Conventional or Hybrid	18	2	9
35 Foot Buses Conventional or Hybrid	0	3	55
40 Foot Buses Conventional or Hybrid	40		91
45 Foot Commuter Buses	0		10
60 Foot Articulated Buses Conventional or Hybrid	0		5
Totals	58	5	170

Replacement Buses	63
Total Buses	233

Total Replacement Like Kind	223
Total Replacement Unlike Kind	51
Total Option Buses	351
Maximum Bus Purchase	625

Scope of Services

- Purchase of up to 625 buses for Connecticut's transit system for replacement and system expansion.
- Manufacture 30', 35', 40' and 60' low floor heavy duty transit buses, both clean fuel diesel and hybrid electric drive design versions
- Manufacture 45' heavy duty high floor clean fuel diesel suburban commuter buses.

Instructions to Proposers

1. Proposal Schedule

Release of RFP:	**Date:** March 26, 2009
Receipt of Questions:	**Date:** April 17, 2009, **by 2:00 pm Eastern Time**
Answers to Questions posted as Addendum:	**Date:** May 1, 2009
Proposal Due Date:	**Date:** May 28, 2009, **by 2:00 pm Eastern Time**

During the period from your organization's receipt of this Request for Proposals, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut for additional information, except in writing, directed to the State of Connecticut, Department of Transportation, Attn.: Mary Matuszak, Division of Purchasing & Materials Management, 2800 Berlin Turnpike, Newington, CT 06131-7546.

2. Questions

Questions for the purpose of clarifying the RFP must be submitted in writing and must be received in ConnDOT's Division of Purchasing & Materials Management no later than 2:00 pm Eastern Time on April 17, 2009.

Questions must be delivered to:

State of Connecticut, Department of Transportation
Attn.: Mary Matuszak
(RFP #09DOT7004)
2800 Berlin Turnpike
Newington, CT 06131-7546

or emailed to email address: mary.matuszak@ct.gov

3. Sealed Proposals (ONE ORIGINAL AND SIX (6) COPIES)

Proposals must be submitted in a SEALED envelope or carton, clearly marked with **RFP No. 09DOT7004**, the date, and the name and address of the Proposer. Any material that is not so received may be opened as general mail, and result in invalidating the Proposer's submission. Facsimile or unsealed proposals will not be accepted under any circumstances.

Proposal Requirements

1. **Contract Period**
   The State intends that this contract shall be in effect for a period of 5 years, beginning **from date of award**.

   The State reserves the sole right to extend this contract for a period up to the full original contract term or parts thereof.

2. **Motor Carrier Safety Review**
   If the performance of the Contract requires the use and operation of any commercial motor vehicle, as defined in section 14-1 of the Connecticut General Statutes, or other motor vehicle with a GVWR of 18,000 pounds or more, each Proposer will be the subject of an evaluation, conducted by the CTDMV of its motor carrier safety fitness. The primary factor in the evaluation is the current SAFESTAT score, calculated by the FMCSA in accordance with the provisions of Title 49, Section 385.1, et seq., of the Code of Federal Regulations.

   To be deemed qualified, the Proposer must have an overall SAFESTAT category rating of "D" or better, on the date of evaluation. In addition, the Proposer's driver and vehicle out-of-service rates will be consulted. The rates are determined by the number of out-of-service violations cited to the motor carrier in the course of all official, reported vehicle and/or driver inspections conducted during the preceding thirty (30) months. To be deemed qualified, the Proposer must not have either a vehicle or driver out-of-service rate, by percentage of out-of-service violations per the total number of inspections reported, that is more than twice the national average. In addition, the Proposer must have a current federal safety management practices rating of "Satisfactory," as defined in 49 CFR Section 385.3, as amended.

   Further information concerning the motor carrier safety evaluation, to which a Proposer is subject, may be obtained from CTDMV, at http://www.ct.gov/dmv/cwp/view.asp?a=798&q=413206&dmvPNavCtr=|#49068. All official inspection and rating data that is used in the performance of each evaluation is available to any motor carrier through the federal SAFESTAT website, at http://www.ai.volpe.dot.gov/.

3. **Pre-Meeting Requirements**
   No pre-proposal meeting will apply. Rather, questions may be addressed in writing as identified in Section "Instructions to Proposers", page 15 of this RFP Document.

4. **Quantities and/or Usages**
   These are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by ConnDOT.

5. **Brand Name Specifications and/or References**
   Brand names or Catalogs referenced or implied in the specifications of this request for proposal are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Proposals are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for each item. Proposers must submit complete documentation on the specifications and quality levels of the proposed products. Proposals submitted that do not contain this documentation are subject to rejection.

6. **Contract Award**
   The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State and may include, but not be limited to:
   A. By item, group of items, or in its entirety
   B. Geographic location to adequately service the entire State of Connecticut in the best possible manner
   C. Multiple Vendor Award

7. **Bonds**

A Performance Bond and a Payment Bond will be required **per Purchase Order,** as follows: 10% of the total amount of the bus portion of the purchase order. Such bonds must be received within twenty (20) days of request. Failure to submit Bonds on the forms required by the State shall result in the State either re-awarding the contract to the next lowest Proposer or re-bidding the contract. Other offers of surety will be reviewed on a case by case basis. It is the responsibility of the Contractor to ensure that its bonds are updated as required.

Such bonds shall be:

1. **Corporation:** The Bonds must be signed by an official of the Corporation above his official title and the corporate seal must be affixed over his signature.

2. **Firm or Partnership:** The Bonds must be signed by all the partners and indicate they are "Doing Business As (name of firm)".

3. **Individual:** The Bonds must be signed by the individual owning the business and indicated "Owner".

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.

5. The Bonds must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.

6. Signature of two witnesses for both principal and the Surety must appear on the Bonds.

7. A Power of Attorney for the official signing the Bonds for the Surety Company must be submitted with the Bonds.

8. **Stability of Proposed Prices**

Any price offerings from Proposers must be valid for a period of 180 days from the due date of the proposals.

9. **Amendment or Cancellation of the RFP**

ConnDOT reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

10. **Proposal Modifications**

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by ConnDOT. ConnDOT, at its option, may seek Proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

11. **Proposer Presentation of Supporting Evidence**

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that ConnDOT deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

12. **Proposer Demonstration of Proposed Services and or Products**

At the discretion of ConnDOT, Proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by ConnDOT.

13. **Erroneous Awards**

ConnDOT reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Proposer and subsequently awarding the contract to another Proposer.

Such action on the part of ConnDOT shall not constitute a breach of contract on the part of ConnDOT since the contract with the initial Proposer is deemed to be void and of no effect as if no contract ever existed between ConnDOT and such Proposer.

14. **Proposal Expenses**

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by ConnDOT.

15. **Ownership of Proposals**
All proposals shall become the sole property of the State and will not be returned.

16. **Ownership of Subsequent Products**
Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

17. **Oral Agreement or Arrangements**
Any alleged oral agreements or arrangements made by Proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

18. **Subcontractors**
ConnDOT must approve any and all subcontractors utilized by the successful Proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of ConnDOT or his designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful Proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful Proposer to ConnDOT upon request. The successful Proposer must provide the majority of services described in the specifications.

19. **Confidentiality and Care of Data**
The successful proposer agrees to protect the confidentiality of any files, data or other material pertaining to this contract and to restrict their use solely for the purpose of performing this contract. The successful proposer shall take all steps necessary to safeguard data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data shall be borne by the Contractor when such loss or damage occurred through its negligence.

20. **RFP Contract (See attachment)**
The Contract Document is a template that will be signed by the Awarded Contractor and ConnDOT.

SPECIAL PROVISIONS

TVM CERTIFICATION
The Contractor agrees to comply with all the requirements of 49 CFR 23.67, as they apply to the procurement of transit vehicles under this contract, including be not limited to, furnishing the vehicle purchaser with a certification that it is in full compliance with all the regulatory requirements of 49 CFR 23.67.

DBE CERTIFICATION
Pursuant to Title 49, Code of Federal Regulations, part 23.67, a Proposer, as a condition of being authorized to bid this procurement, must certify by completing "DBE APPROVAL CERTIFICATION", that it has on file with the FTA an approved or not disapproved annual DBE subcontracting participation goal.

COMPLIANCE WITH CT. GEN. STATUTES SECTIONS 33-922, 33-636 AND 33-953: Prior to the award of any contract, corporations which are incorporated in states other than Connecticut (foreign corporations) must have on file with the Connecticut Secretary of State's Office, an approved Certificate of Authority and corporations incorporated in Connecticut (domestic corporations) must have on file an approved Certificate of Incorporation. All required annual reports for both types of corporations, including the organizational report for domestic corporations must also be on file with the Connecticut Secretary of State's Office. See Conn. General Statutes Sections 33-922, 33-636 and 33-953. Any questions regarding these filing requirements may be directed to the Connecticut Secretary of State's Office at (860) 509-6002. You may also review information on the Secretary of State's Office website at http://www.sots.ct.gov.

SINGLE PROPOSAL RESPONSE
If only one (1) proposal is received in response to this RFP, a detailed cost proposal may be requested of the single Proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

PURCHASE ORDERS:
Purchase Orders will be issued by ConnDOT's Division of Purchasing and Materials Management. Contractors are cautioned NOT TO PERFORM SERVICES WITHOUT RECEIVING A PURCHASE ORDER NUMBER. Questions regarding Purchase Orders should be directed to ConnDOT's Division of Purchasing & Materials Management; Mr. Martin Manganello at telephone number (860) 594-2070.

Before a Contractor is used, a Certificate of Insurance and Payment and Performance Bonds, as detailed elsewhere in this document, must be on file at ConnDOT's Division of Purchasing & Materials Management.

INTERCHANGEABILITY
Unless otherwise agreed, all units and components procured under this Contract, whether provided by suppliers or manufactured by the Contractor, will be duplicates in design, manufacture, and installation to assure interchangeability among buses in this procurement. This interchangeability will extend to the individual components as well as to their locations in the buses.

QUALITY ASSURANCE PROVISIONS
The Contractor, the Contractor's manufacturing plant and organization shall be certified to the appropriate QS-9000/ISO 9000 series of standards.

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements.

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

ConnDOT shall be represented at the Contractor's plant by resident inspectors. They shall monitor, in the Contractor's plant, the manufacture of transit buses built under the procurement. The presence of these resident inspectors in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement.

No less than thirty (30) days prior to the beginning of bus manufacture, the primary resident inspector shall meet with the Contractor's quality assurance manager and shall conduct a pre-production audit meeting. They shall review the inspection procedures and finalize inspection checklists which shall be in a format agreeable to both ConnDOT and the Contractor. The resident inspectors may begin monitoring bus construction activities two (2) weeks prior to the start of bus fabrication.

Records and data maintained by the quality assurance organization shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year after final inspections and tests are completed.

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

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

The primary resident inspector shall remain in the Contractor's plant for the duration of bus assembly work under this contract. The Contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, file cabinets, chairs, and clothing lockers sufficient to accommodate the resident staff. Only the primary resident inspector or designee shall be authorized to release the buses for delivery. The resident inspectors shall be authorized to approve the pre-delivery acceptance tests. Upon request to the quality assurance supervisors, the resident inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, assembly procedures, material standards, parts lists, inspection processing and reports, and records of defects.

Fully-documented tests shall be conducted on each production bus following manufacture to determine its acceptance to ConnDOT. These acceptance tests shall include pre-delivery inspections and testing by the Contractor and inspections and testing by ConnDOT after the buses have been delivered.

The Contractor shall conduct acceptance tests at its plant on each bus following completion of manufacture and before delivery to ConnDOT. These pre-delivery tests shall include visual and measured inspections, as well as testing the total bus operation. The tests shall be conducted and documented in accordance with written test plans, approved by ConnDOT.

Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the desired quality and have met the requirements of the contract. ConnDOT may, prior to commencement of production, demand that the Contractor demonstrate compliance with any requirement, if there is evidence that prior tests have been invalidated by Contractor's change of supplier or change in manufacturing process. Such demonstration shall be by actual test or by supplying a report of a previously performed test on similar or like components and configuration. Any additional testing shall be recorded on appropriate test forms provided by the Contractor and shall be conducted before acceptance of the bus.

The pre-delivery tests shall be scheduled and conducted with thirty (30) days notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each bus. The under floor equipment shall be available for inspection by the resident inspectors, using a pit or bus hoist provided by the Contractor. A hoist, scaffold, or elevated platform shall be provided by the Contractor to easily and safely inspect bus roofs.

Delivery of each bus shall require written authorization of the primary resident inspector. Authorization forms for the release of each bus for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each bus.

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

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

Each bus shall be driven for a minimum of fifteen (15) miles during the road tests. Observed defects shall be recorded on the test forms. The bus shall be retested when defects are corrected and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these bus operation tests.

ConnDOT may conduct acceptance tests on each delivered bus. These tests shall be completed within fifteen (15) days after bus delivery and shall be conducted in accordance with written test plans. The purpose of these tests is to identify defects that have become apparent between the time of bus release and delivery to ConnDOT. The post-delivery tests shall include visual inspection and bus operations. No post-delivery test shall apply criteria that are different from the criteria applied in an analogous pre-delivery test (if any).

Buses that fail to pass the post-delivery tests are subject to non-acceptance. ConnDOT shall record details of all defects on the appropriate test forms and shall notify the Contractor of acceptance, conditional acceptance, or non-acceptance of each bus within five (5) days after completion of the tests. The defects detected during these tests shall be repaired according to procedures defined previously in this document.

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

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

TRAINING, MANUALS and PARTS AVAILABILITY

The Contractor shall deliver the following training videos to ConnDOT on CD or DVD prior to the delivery of the first coach:

Front Suspension	Rear Suspension	Entrance Door Operation
Air Brake System	Electric System	HVAC Diagnostic Reader
Multiplex System	Engine Troubleshooting	Transmission Troubleshooting
Pneumatic System	AC Maintenance	Driver's Orientation

The Contractor shall also provide eighty (80) hours of maintenance training to ConnDOT within 180 calendar days of delivery of the first bus at a time and location specified by ConnDOT. The training program should cover (but not be limited to) the following:

A. Orientation Module

1. History of Contractor
2. Advantages and strong points of the bus
3. Visuals of production system of the bus
4. Compartment by compartment tour of the bus
5. Special components or features of the bus

B. Electrical and Electronics

1. Location of all key electrical components on the bus.
2. Explanation of the wiring diagram and wiring codes.
3. Explanation of the charging system and basic troubleshooting of the system.
4. Explanation of the exterior and interior lighting system along with basic troubleshooting of the system.
5. Explanation of the safety shutdown system, including the warning indicators and basic troubleshooting of the system.
6. Operation of the multiplex system

C. Engine and Accessories

1. Explanation of the engine and location of key components.
2. Explanation of the engine driven accessories.
3. Explanation of the fuel, air and water system.
4. Explanation of engine tune-up procedures.
5. Basic troubleshooting procedures for the engine.
6. Engine overhaul/rebuilding
7. Hybrid drive propulsion system

D. Transmission and Controls

1. Explanation of the transmission.
2. Explanation of the electronic control system.
3. Basic troubleshooting of the transmission.
4. Transmission overhaul/rebuilding

E. Air Conditioning

1. Explanation of the air conditioning system and the location of all key air conditioning components.
2. Explanation of the air conditioning electrical system.
3. Explanation of the air conditioning compressor along with basic troubleshooting and preventative maintenance of the air conditioning compressor.
4. Basic troubleshooting of the air conditioning system.
5. Preventive maintenance of the air conditioning system.

F. Wheelchair Ramp/Lift System

1. Explanation of the Ramp/Lift system and the location of all Ramp/Lift components.
2. Explanation of the Ramp/Lift electrical system.
3. Proper Ramp/Lift adjustment procedures.
4. Basic troubleshooting of the Ramp/Lift system.

G. Brakes

1. Explanation of the brake system.
2. Basic brake system repair including brake adjustment.

H. Air System

1. Explanation of the air system with the location of all system components.
2. Basic troubleshooting of the air system.
3. Preventive maintenance of the air system.

I. Suspension, Steering and Axles

1. Explanation of the suspension system.
2. Basic repairs to the suspension system.
3. Basic troubleshooting of the suspension system.
4. Explanation of the steering system.
5. Basic troubleshooting of the steering system.
6. Explanation of the axles.
7. Ride height adjustment procedures

J. Body

1. Explanation of the body & attachment method of exterior body panels to vehicle structure.
2. Basic repair of the exterior panels.

K. Door System

1. Explanation of door system and location of components.
2. Explanation of the door electrical system.
3. Proper door adjustment procedures.
4. Rebuilding of door motors.
5. Basic troubleshooting of the door systems.

L. Parts

1. Explanation of the parts manual and how it is organized.
2. Explanation of the parts numbering system.
3. Orientation to the bus and components on the bus.
4. Practice in finding parts in the parts manual.

M. Driving Instruction (For Maintenance Employees)

1. Operator Compartment
    a. Controls and switches
    b. Warning indicators and gauges
    c. Seat adjustment
    d. Door control
2. Walk Around Inspection
    a. Compartment-by-compartment explanation
    b. Mirror adjustment
    c. Climate control system
3. Driving Instruction
    a. Turns
    b. Braking
    c. Transmission shifting patterns and driving with the retarder
    d. Backing

The Contractor will provide formal training at ConnDOT on the Contractor's procedures for identifying, documenting and submitting claims for warranty reimbursement. The training shall include a description of the warranty provided on the buses, components and sub-components and warranty processing.

The Contractor will provide with the delivery of the first coach to ConnDOT a training session for the designated Train the Trainer Supervisors who will in turn orient Bus Operators on how to inspect, safely drive the coach, and operate all the subsystems found on the coach. The training session for the operators will include classroom and driving sessions as necessary. The program shall include, but not be limited to the following:

1. Operator Compartment
    a. Controls and Switches
    b. Warning Indicators and Gauges
    c. Seat Adjustment
    d. Door Control
2. Walk Around Inspection
    a. Compartment-by-compartment explanation
    b. Mirror adjustments
    c. Climate control systems
3. Driving Instruction
    a. Turns
    b. Braking
    c. Transmission shifting patterns
    d. Backing

The driver Train the Trainer program shall consist of a four (4) hour module on the bus. Each trainee shall be given the opportunity to operate the bus with the Contractor's instructor on board.

The Contractor shall, at its own expense, have a competent engineering service representative(s) available on request to assist ConnDOT's staff in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period.

The Contractor shall provide current maintenance manuals, parts manuals and parts price list, standard operator's manuals, OEM major equipment manuals and electrical and pneumatic system schematics as part of this Contract as specified in the table below.

Item	Quantity
Maintenance Manuals	3
Operators Manuals	5 for every bus
Parts Manuals	3
Parts Price List	3
OEM Destination Sign Manuals	3
OEM Video System Manuals	3
OEM Engine Manuals	4
OEM Transmission Manuals	4
Bus Electrical Schematics	5
Bus Pneumatic Schematics	5

Detailed and well organized maintenance, parts, and operator manuals covering all items as built on the coach shall be supplied by the Contractor prior to acceptance of first coach. Manuals shall be delivered in three-ring binders and with the sections separated with sturdy plastic divider pages with tabs, and on CD or DVD. Manuals shall contain data required for preventive and corrective maintenance of all parts of the buses including but not limited to the following:

- Operating and Repair Publications
- General vehicle information and specifications.
- A complete, well-developed troubleshooting guide covering all mechanical, electrical and electronic components, including engine, transmission, and HVAC units.
- All preventive maintenance, lubrication and adjustment requirements.
- Complete wiring and schematic diagrams and schedules for wire and cable sizes and ratings including actual cable lay-out, plus locations in the coach of all electric and electronic components.

- Complete air and hydraulic diagrams showing locations in the coach of all air and hydraulic components. The air system diagram shall be 11 in. x 17 in. CAD drawing with color coding, using actual printed colors to match systems.
- Illustrative drawings, such as isometrics, exploded views or photographs identifying components in relationship to each other as mounted in the buses.
- Components shown in exploded views with all parts clearly identified including Contractor part number.
- Rebuilding procedures for all rebuildable components.
- Detailed, well illustrated procedures for component change-out plus servicing, adjusting, testing, and run-in information as required.
- Body and structural information and material specifications for major accident repair.
- Seating and stanchion layouts and window diagrams.
- 11 in. x 17 in. scale drawing of driver's compartment, detailing all driver switches, controls, control panels and equipment locations (to be approved by ConnDOT).
- Repair and calibration instructions and values.
- List of special test equipment and tools required to maintain and repair systems down to the component level including part number and supplier source.

Illustrated parts manuals shall contain exploded views that show all parts used on buses as built under this contract, and no other parts. The exploded views will show all fasteners and miscellaneous hardware. The manuals shall contain data arranged so that part numbers can be readily found and identified in the illustration for each system and subsystem component, assembly, subassembly or piece part from an orderly breakdown of the complete coach. It shall contain a ready reference part number index and part name index and be sufficiently well illustrated to identify items requiring repair, replacement, and storage for use in the maintenance of the buses. All subassemblies (such as wiper motors, starter motors, etc) shall have the original manufacturer's' part number displayed at the beginning of the appropriate parts listing section. Lists shall include at least the following information for all parts as built:

- Generic description and specifications
- Contractor part number
- Brand name, where applicable
- Original manufacturers part number (provide in separate cross reference binder)
- Indication if the part is custom manufactured only on request
- Standard hardware described by size, type, material and grade
- All original manufacturer names and addresses, all special tools, test and diagnostic equipment and their original manufacturer names and addresses.

All manuals shall be provided in three-ring binders and on CD or DVD. Format and features shall include index and search by name, part number, assembly and subassembly. ConnDOT reserves the right to copy all information for future use.

The parts pricing list shall list all parts by alpha order starting with "A" and ending with "Z" and then in numerically ascending order starting with "A0" and ending with "Z9". The parts list shall supply the purchase price (including freight), and a description of the part. Updated price lists will note all part number supercessions since last general issue at the price list. Unit of sale will be noted. e.g. each, minimum 5, per foot, etc.

Maintenance and parts manuals must be updated to include all changes made to the coach during production and post-delivery retrofits authorized or requested by the Contractor and to correct all errors and omissions found by ConnDOT. Changes required to the parts and maintenance manuals due to warranty and/or post delivery retrofits shall be completed within ninety (90) days from the date of modification approval. Manuals shall be available from the Contractor for fifteen (15) years following acceptance of the last coach. Revised parts price lists will also be supplied as price changes. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this contract. Prices shall not exceed the Contractor's then current published catalog prices.

Unless otherwise agreed, all units and components procured under this Contract, whether provided by suppliers or manufactured by the Contractor, shall be duplicates in design, manufacture, and installation to assure interchangeability among buses in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the buses.

DELIVERY

Unless otherwise specified, the buses shall be delivered to the Hartford division of CTTransit at 100 Leibert Road, Hartford CT 02141, washed and with a full tank of fuel at a rate not to exceed ten (10) buses per week. Delivery shall be completed within time frame specified in the executed contract documents. Hours of delivery shall be 8:00 am through 4:00 pm, Monday through Friday.

Delivery of buses shall be determined by signed receipt of ConnDOT's designated agent at the point of delivery and may be preceded by a cursory inspection of the bus.

CERTIFICATE OF ORIGIN:

The awarded vendor must furnish a certificate of origin to the State of Connecticut. The certificate of origin must be mailed or delivered to the State of Connecticut, Department of Transportation, 2800 Berlin Turnpike, Room 2442, Newington, CT, Attention: Asset Management/Inventory Section, along with the invoice number. All information on the certificate must be completed accurately and serial numbers and odometer reading must match the bus that was delivered. **Failure to provide the proper certificate of origin will result in the delay of payment.**

The Certificate of Origin will be completed as follows:

Name of Purchaser:	State of Connecticut, Department of Transportation
Address:	2800 Berlin Turnpike, Newington, CT 06131-7546
Odometer Reading:	To be completed by the Contractor
Signature:	Of authorized representative transferring ownership to the State

ACCEPTANCE OF BUS

Within fifteen (15) calendar days after arrival at the designated point of delivery, the bus will undergo ConnDOT tests as specified. If the bus passes these tests or if ConnDOT does not notify Contractor of non-acceptance within fifteen (15) calendar days after delivery, acceptance of the bus by ConnDOT occurs on the fifteenth day after delivery. Acceptance may occur earlier if ConnDOT notifies the Contractor of early acceptance or places the bus in revenue service. If the bus fails these tests, it will not be accepted until the repair procedures defined in "Repairs After Non-Acceptance" have been carried out and the bus retested until it passes.

REPAIRS AFTER NONACCEPTANCE

The Contractor or its designated representative will perform the repairs after non-acceptance. If the Contractor fails or refuses to make the repairs within five (5) working days, then the work may be done by ConnDOT's personnel with reimbursement by the Contractor.

REPAIRS BY CONTRACTOR

After non-acceptance of the bus, the Contractor must begin work within five (5) working days after receiving notification from ConnDOT of failure of acceptance tests. ConnDOT will make the bus available to complete repairs timely with the Contractor repair schedule.

The Contractor will provide, at its own expense, all spare parts, tools, and space required to complete the repairs. At ConnDOT's option, the Contractor may be required to remove the bus from ConnDOT's property while repairs are being affected. If the bus is removed from ConnDOT's property, repair procedures must be diligently pursued by the Contractor's representatives, and the Contractor will assume risk of loss while the bus is under its control.

REPAIRS BY ConnDOT

1. Parts Used. If ConnDOT performs the repairs after non-acceptance of the bus, it will correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this procedure will be submitted by ConnDOT to the Contractor for reimbursement or replacement of parts. The Contractor will provide forms for these reports.

2. Contractor Supplied Parts. If the Contractor supplies parts for repairs being performed by ConnDOT after non-acceptance of the bus, these parts will be shipped prepaid to ConnDOT from any source selected by the Contractor within ten (10) working days after receipt of the request for said parts.

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

4. Reimbursement for Labor. ConnDOT will be reimbursed by the Contractor for labor. The amount will be determined by multiplying the number of person-hours actually required to correct the defect by a per hour technician, straight wage rate, plus 40 percent fringe benefits, plus the cost of towing in the bus if such action was necessary. These wage and fringe benefit rates will not exceed the rates in effect in ConnDOT's service garage at the time the defect correction is made.

5. Reimbursement for Parts. ConnDOT will be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement will include taxes where applicable and 22.5 percent handling costs.

LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to complete the Work within the time specified in the contract or any extension thereof, ConnDOT will be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due ConnDOT shall be fixed at **$150.00 per calendar day** per bus not delivered in substantially as good condition as inspected by ConnDOT at the time released for shipment.

The Contractor hereby agrees to pay the aforestated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to ConnDOT and further authorizes ConnDOT to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the monies due the Contractor are insufficient or no monies are due the Contractor, the Contractor shall pay ConnDOT the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the Contracting Officer.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by ConnDOT arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

ConnDOT specifically reserves the right, without limitation of any other rights, to terminate the Contract in accordance with "Termination of Contract".

PARTS AVAILABILITY GUARANTY

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least fifteen (15) years after the date of award. Parts will be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Contract. Prices will not exceed the Contractor's then current published catalog prices.

Where the parts ordered by ConnDOT are not received within two (2) working days of the agreed upon time/date and a bus procured under this Contract is out-of-service due to the lack of said ordered parts, then the Contractor will provide ConnDOT, within eight (8) hours of ConnDOT's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contract persons' names for all of the specific parts not received by ConnDOT.

Where the Contractor fails to honor this parts guaranty or parts ordered by ConnDOT are not received within thirty (30) days of the agreed upon delivery date, then the Contractor will provide to ConnDOT, within seven (7) days of ConnDOT's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by ConnDOT. Contractor's design and manufacturing documentation provided to ConnDOT will be for its sole use in regard to the buses procured under this Contract and for no other purpose.

PURCHASE ORDER PAYMENTS:

Payments will be processed by the Accounts Payable Unit through the State Comptroller's Office. Payments will be made in arrears and after receipt of a properly completed invoice. All billing must reference the State Purchase Order number, vendor invoice number and vendor's Federal Identification Number.

Invoices are to be mailed to:

State of Connecticut, Department of Transportation
Attn: Attn: Wallace P. Lugli
Chief Financial Management and Support
P.O. Box 317546
Newington, CT 06131-7546

State of Connecticut payment terms are net forty-five (45) days.

Note: State of Connecticut General Statutes prohibits any state agency from making prepayments for repair or maintenance service. All payments will be made in arrears.

WARRANTY PROVISIONS

The complete bus, propulsion system, components, major subsystems and body and chassis structure are to be warranted free from defects and related defects for one (1) year or 50,000 miles, whichever comes first, beginning on the date of revenue service but not longer than fifteen (15) days after acceptance. The warranty is based on regular operation of the bus under the operating conditions prevailing in ConnDOT's locale.

Body, body structure, structural elements of the suspension and engine cradle are warranted to be free from defects and related defects for three (3) years or 150,000 miles, whichever comes first.

Primary load-carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or fatigue failure sufficient to cause a Class 1 or Class 2 failure for a period of twelve (12) years or 500,000 miles, whichever comes first.

Propulsion system components, specifically the engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles shall be warranted to be free from defects and related defects for the standard two (2) years or 100,000 miles, whichever comes first. An extended warranty to a maximum of five (5) years or 300,000 miles, whichever comes first, may be purchased at an additional cost.

Contractor warrants the ECS for five (5) years or 100,000 miles, whichever comes first. The ECS shall include, but is not limited to, the following components:

- Complete exhaust system, including catalytic converter (if required)
- After-treatment device
- Components identified as emission control devices

Major subsystems shall be warranted to be free from defects and related defects for two (2) years or 100,000 miles, whichever comes first. Items included as major subsystems are listed below:

- Brake system
- Destination signs
- Heating, ventilating
- AC unit and compressor
- Door systems
- Air compressor
- Air dryer
- Wheelchair lift and ramp system
- Starter
- Alternator
- Charge air cooler
- Fire suppression
- Power plant driven or mounted fan drive and power steering hydraulic systems
- Cooling systems
    - Radiator
    - Transmission cooler
- Passenger seating (excluding fabric)
- Fuel system

If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship are not completed due to lack of material or inability to provide the proper repair for 30 (thirty) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

The warranties shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident, or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty also shall be void if ConnDOT fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and that if that omission caused the part or component failure. ConnDOT shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

The warranties shall not apply to the following items: scheduled maintenance items, normal wear-out items and items furnished by ConnDOT.

The Contractor shall pass on to ConnDOT any warranty, offered by a component supplier, that is superior to that required herein. The Contractor shall provide a list to ConnDOT noting the conditions and limitations of the superior warranty not later than start of production. The superior warranty shall not be administered by the Contractor.

A fleet defect is defined as cumulative failures of 20 percent in the same components in the same or similar application where such items are covered by warranty. A fleet defect shall only apply to the warranty period.

For the purpose of fleet defects, each option order shall be treated as a separate bus fleet. In addition, should there be a change in a major component within either the base order or an option order, the buses containing the new major component shall become a separate bus fleet for the purposes of fleet defect.

The Contractor shall correct a fleet defect under the warranty provisions defined in this document. After correcting the defect, ConnDOT and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other buses and spare parts purchased under this contract. Where the specific defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed-to arrangement.

The fleet defect warranty provisions shall not apply to ConnDOT-supplied items, such as radios, fare collection equipment, communication systems and tires. In addition, fleet defects shall not apply to interior and exterior finishes, hoses, fittings and fabric.

The Contractor is responsible for all warranty-covered repair work. To the extent practicable, ConnDOT will allow the Contractor or its designated representative to perform such work. At its discretion, ConnDOT may perform such work if it determines it needs to do so based on transit service or other requirements. Such work shall be reimbursed by the Contractor.

If ConnDOT detects a defect within the warranty period, it shall, within twenty (20) working days, notify the Contractor's representative. The Contractor or its designated representative shall, if requested, begin work on warranty-covered repairs within five (5) working days after receiving notification of a defect from ConnDOT. ConnDOT shall make the bus available to complete repairs timely with the Contractor's repair schedule.

The Contractor shall provide at its own expense all spare parts, tools and space required to complete repairs. At the option of ConnDOT, the Contractor may be required to remove the bus from the property of ConnDOT while repairs are being affected. If the bus is removed from ConnDOT's property, repair procedures must be diligently pursued by the Contractor's representative.

If ConnDOT performs the warranty-covered repairs, it shall correct or repair the defect and any related defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, ConnDOT may use Contractor-specified parts available from its own stock if deemed in its best interests.

ConnDOT may require that the Contractor supply parts for warranty-covered repairs being performed by the ConnDOT. Those parts may be remanufactured but shall have the same form, fit and function and warranty. The parts shall be shipped prepaid to ConnDOT from any source selected by the Contractor within ten (10) working days of receipt of the request for said parts and shall not be subject to a ConnDOT handling charge.

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The freight costs for this action shall be paid by the Contractor.

The Contractor shall, upon specific request of ConnDOT, provide a failure analysis of fleet defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within sixty (60) days of the receipt of failed parts.

ConnDOT shall be reimbursed by the Contractor for labor. The amount shall be determined by ConnDOT for a technician at a straight time wage rate plus fringe benefits and overhead adjusted for ConnDOT's most recently published rate in effect at the time the work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in ConnDOT's service garage at the time the defect correction is made.

ConnDOT shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus 22.5 percent handling costs. Handling costs shall not be paid if the part is supplied by Contractor and shipped to ConnDOT.

The Contractor shall reimburse/respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after ConnDOT submits the claim and defective part(s), when requested. The parties should reconcile all outstanding warranty claims at least once per quarter throughout the entire warranty period.

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by ConnDOT with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five (5) working days.

If an item is declared to be a fleet defect, the warranty stops with the declaration of the fleet defect. Once the fleet defect is corrected, the item(s) shall have remaining time and/or miles of the original warranty. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Contractor or on the date the Contractor provides all parts to ConnDOT.

The following list represents requirements by ConnDOT to the Contractor for processing warranty claims. One (1) failure per bus per claim is allowed.

1. Bus number and VIN
2. Total vehicle life mileage at time of repair
3. Date of failure/repair
4. Acceptance/in-service date
5. Contractor part number and description
6. Component serial number
7. Description of failure
8. All costs associated with each failure/repair (invoices may be required for third party costs)
    a. Towing
    b. Road calls
    c. Labor
    d. Materials
    e. Parts
    f. Handling
    g. Troubleshooting time

ConnDOT's standardized forms will be accepted if all of the above information is included. Electronic submittal may be used if available between the Contractor and ConnDOT.

ConnDOT must include the following when returning defective parts to the Contractor.

1. Part needs to be tagged with
    a. Bus number and VIN
    b. Claim number
    c. Part number
    d. Serial number (if available)

Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from date of repair.

PRICE ESCALATION/ECONOMIC PRICE ADJUSTMENT:

ConnDOT reserves the right to order buses and equipment over the five (5) year period beginning upon the day of contract award. The base price for buses furnished shall be the price agreed upon by the parties on that award date. The prices shall remain firm/fixed for any orders issued by ConnDOT within a period of 365 days of contract award. The price(s) of any buses/equipment ordered by ConnDOT after the initial 365 days firm/fixed price period shall be, the agreed upon base price adjusted to reflect any change which will be calculated based on the percentage change in the PPI category WPS141106 "Transportation Equipment", "Trucks, over 14,000 lbs. GVW". The percentage change in this price index shall be used to adjust the Base Order Prices. However, in no event will the price(s) for any purchase order be adjusted by more or less than 5 percent of the price(s) that would have been in effect twelve (12) months prior to the date of the release, in accordance with the terms and conditions set forth above. If significant modifications are made to the technical specifications, the parties will enter into negotiations to determine the final unit price for subsequent orders.

ASSIGNMENT OF CONTRACT BY STATE

At any time during the continuance of the contract, ConnDOT shall have the right to sell, assign and transfer the contract or all or part of the specified deliverables under the contract both the base and/or the option quantities with all its right, title, and interest therein, to any person, firm, or corporation, and the assignee thereof shall acquire all the rights granted to the State and shall be subject to any obligations that ConnDOT may have under the contract.

INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

No member of, or delegate to, the Congress of the United States will be admitted to any share or part of this Contract or to any benefit arising there from. (41U.S.C.§ 22.)

PROHIBITED INTEREST

No member officer or employee of ConnDOT or of a local public body during his tenure or one (1) year thereafter will have any interest, direct or indirect, in this Contract or the proceeds thereof.

BUSINESS OPERATIONAL CHANGES

In the event that the awarded Contractor moves or updates telephone numbers, it is the responsibility of the Contractor to advise ConnDOT's Division of Purchasing & Materials Management of such changes in writing. The State will not be held responsible for payments or Purchase Orders that are delayed due to additional routing caused by the lack of notification on the Contractor's part. Change of address or telephone updates must be forwarded to:

State of Connecticut, Department of Transportation
Division of Purchasing & Materials Management
2800 Berlin Turnpike
P.O Box 317546
Newington, CT 06131-7546

Attn: Mary Matuszak, Fiscal Administrative Supervisor
mary.matuszak@ct.gov

Submittal Requirements

The Contractor shall furnish written evidence satisfactory to the State that they fully understand the purpose for which the equipment is intended and that they are qualified and capable of fulfilling all provisions of this contract. Please provide a written response to each item noted below for each bus type as part of RFP submission (one (1) original and six (6) copies) to enable comparison by the Selection Committee. Please number and letter your responses to correspond with each item listed below for identification purposes. Failure to provide the required information in full will be reflected in the scoring of your proposal.

1. **PRODUCT DESIGN AND PERFORMANCE**
   The information provided by the Proposer in its technical submittal relating to buses to be provided will be utilized to evaluate the proposal in relation to this factor.

   1a. Conformance with Technical Specifications
   1) Proposer shall fully and accurately complete and submit the "Vehicle Technical Information" questionnaire for each type of vehicle proposed

   1b. Vehicle construction and system design
   1) **Overall quality of vehicle design**
      Proposer shall submit: Reports, reference materials, specification sheets, brochures, diagrams, special features lists, charts, tables, figures, statistics, promotional materials, pamphlets, photographs, The Penn State Bus Testing and Research Center STURAA 12 year and 500,000 mile test for this bus model. [The Surface Transportation and Uniform Relocation Assistance Act of 1987, Section 317: Bus Testing, amends Section 12 (General Provisions) of the FTA Act of 1964]. Other tests and reports done on this bus model done by Environmental Canada, Southwest Research, TRB, TCRB, FTA, State or City transit agencies and any other information deemed relevant.

   2) **Vehicle esthetic design**
      Proposer shall submit: Reports, reference materials, specification sheets, brochures, diagrams, special features list, charts, tables, figures, statistics, promotional materials, photographs and any other information deemed relevant.

   3) **Vehicle weight and fuel economy**
      Proposer shall submit: Reports, reference materials, specification sheets, brochures, diagrams, special features lists, charts, tables, figures, statistics, promotional materials, pamphlets, photographs, The Penn State Bus Testing and Research Center STURAA 12 year and 500,000 mile test for this bus model. [The Surface Transportation and Uniform Relocation Assistance Act of 1987, Section 317: Bus Testing, amends Section 12 (General Provisions) of the FTA Act of 1964]. Other tests and reports done on this bus model done by Environmental Canada, Southwest Research, TRB, TCRB, FTA, State or City transit agencies and any other information deemed relevant.

   1c. Documented reliability of proposed vehicle
   1) **Preventative maintenance schedule for proposed vehicle**
      Proposer shall submit: Reports, reference materials, specification sheets, brochures, diagrams, special features lists, charts, tables, figures, statistics, promotional materials, pamphlets, photographs, The Penn State Bus Testing and Research Center STURAA 12 year and 500,000 mile test for this bus model. [The Surface Transportation and Uniform Relocation Assistance Act of 1987, Section 317: Bus Testing, amends Section 12 (General Provisions) of the FTA Act of 1964]. Other tests and reports done on this bus model done by Environmental Canada, Southwest Research, TRB, TCRB, FTA, State or City transit agencies and any other information deemed relevant.

   2) **Vehicle corrosion protection**
      Proposer shall submit: Reports, reference materials, specification sheets, brochures, diagrams, special features lists, charts, tables, figures, statistics, promotional materials, pamphlets, photographs, The Penn State Bus Testing and Research Center STURAA 12 year and 500,000 mile test for this bus model. [The Surface Transportation and Uniform Relocation Assistance Act of 1987, Section 317: Bus Testing, amends Section 12 (General Provisions) of the FTA Act of 1964]. Other tests and reports done on this bus model done by Environmental Canada, Southwest Research, TRB, TCRB, FTA, State or City transit agencies and any other information deemed relevant.

3) **History of performance of proposed vehicle**
Proposer shall submit: Reports, reference materials, specification sheets, brochures, diagrams, special features lists, charts, tables, figures, statistics, promotional materials, pamphlets, photographs, The Penn State Bus Testing and Research Center STURAA 12 year and 500,000 mile test for this bus model. [The Surface Transportation and Uniform Relocation Assistance Act of 1987, Section 317: Bus Testing, amends Section 12 (General Provisions) of the FTA Act of 1964]. Other tests and reports done on this bus model done by Environmental Canada, Southwest Research, TRB, TCRB, FTA, State or City transit agencies and any other information deemed relevant.

1d. Other design and performance elements of the components which comprise those systems
Proposer shall submit: Reports, reference materials, specification sheets, brochures, diagrams, special features lists, charts, tables, figures, statistics, promotional materials, pamphlets, photographs, The Penn State Bus Testing and Research Center STURAA 12 year and 500,000 mile test for this bus model. [The Surface Transportation and Uniform Relocation Assistance Act of 1987, Section 317: Bus Testing, amends Section 12 (General Provisions) of the FTA Act of 1964]. Other tests and reports done on this bus model done by Environmental Canada, Southwest Research, TRB, TCRB, FTA, State or City transit agencies and any other information deemed relevant.

1e. Test results, safety and maintenance factors and cost of operation for the bus design and system components proposed
Proposer shall submit: Reports, reference materials, specification sheets, brochures, diagrams, special features lists, charts, tables, figures, statistics, promotional materials, pamphlets, photographs, The Penn State Bus Testing and Research Center STURAA 12 year and 500,000 mile test for a for this bus model. [The Surface Transportation and Uniform Relocation Assistance Act of 1987, Section 317: Bus Testing, amends Section 12 (General Provisions) of the FTA Act of 1964]. Other tests and reports done on this bus model done by Environmental Canada, Southwest Research, TRB, TCRB, FTA, State or City transit agencies and any other information deemed relevant.

1f. Completeness, clarity and format of maintenance, parts, training and operating manuals, price lists and drawings
Proposer shall submit: Reports, reference materials, specification sheets, brochures, diagrams, special features lists, charts, tables, figures, statistics, promotional materials, pamphlets, photographs. Other tests and reports done on this bus model done by Environmental Canada, Southwest Research, TRB, TCRB, FTA, State or City transit agencies and any other information deemed relevant.

2. PRICE PER BUS
The evaluation panel will consider the reliability of the buses to be provided, warranties, parts compatibility and required inventory expenses and other factors affecting the overall cost in determining its assessment of points to be awarded.

2a. Exhibit B (Form RFP-16 - Price Schedule)

3. DELIVERY SCHEDULE
The earliest or shortest delivery schedule from issuance of purchase order with evidence that it can be accomplished shall receive higher points.

3a. Minimum first year purchase
Proposer shall submit a delivery schedule and plan to adhere to the schedule.

3b. Remaining first year commitment
Proposer shall submit a delivery schedule and plan to adhere to the schedule.

3c. Option commitment
Proposer shall submit a delivery schedule and plan to adhere to the schedule.

4. QUALIFICATIONS, PERFORMANCE AND FINANCIAL RESPONSIBILITY
This factor will look at the capability and reputation of the bus manufacturer as presented in the Proposal or as is determined by review of information available from references or other resources. The evaluation will look at the manufacturer's overall organizational and financial capabilities and consider key components such as organizational reporting structure, quality control, quality assurance, research and development, technical,

training and parts support, response time, product capabilities, bonding capacity, and financial history, as well as other considerations in reaching a final point determination.

4a. Financial Capabilities

1) **Financial resources and stability**

2) **Financial Statements for the past two (2) years (Should Proposers wish this information to be considered confidential, the information should be placed in a sealed envelope marked "Confidential". This information will not be made viewable to the public and will only be reviewed by the Selection Committee.)**
Proposer shall submit financial statements prepared in accordance with United States GAAP and audited by an independent certified public accountant

3) **Ability to secure required bonds**
Proposer shall demonstrate the ability to secure required bond(s) as evidenced by submitting a letter of commitment from an underwriter confirming that the Proposer can be bonded for the required amount

4) **Demonstrated ability to fiscally manage and monitor contracts**
Proposer shall submit references as to their fiscal management and monitoring of existing contracts of similar systems.

5) **Willingness of any parent company to provide the required financial guaranty**
Proposer shall submit a letter from a letter of commitment signed by an officer of the parent company

6) **Ability to obtain required insurance with coverage values that meet minimum requirements**
Proposer shall submit a letter from an underwriter confirming that the Proposer can be insured for the required amount

4b. Organizational Capabilities

1) **Proposed organizational and operational structure for this project**
Proposer shall submit a formal organization and operational structure of planned project staffing.

2) **Technological resources**
Proposer shall submit a description of the technical resources that the proposer can bring to the project as part of the ongoing project as well as describe the additional availability of technological resources should the need for additional services be detected (crisis mode).

3) **Established personnel practices and employee relations**
Proposer shall submit a description of each of the following: Turnover ratio, Affirmative Action policies and practices, full time/part time ratio, hiring practices, training procedures, and pre-screening

4) **Experience and qualifications of key personnel**
Proposers should submit resumes for all key personnel to be utilized on the project

5) **Evidence that the human and physical resources are sufficient to perform the contract as specified and assure delivery of all equipment within the time specified in the Contract**
Proposer shall submit a description of each of the following: Engineering, management and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment to complete the Contract as required and satisfy any engineering or service problems that may arise during the warranty period

6) **Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule**
Proposers should submit a description of the Proposer's facilities.

7) **A spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience, and equipment sufficient to perform all warranty and on-site work**

4c. Previous Contract History

1) **Defaults or cancellations on previous contracts**
   Proposers shall submit a list of any defaults or cancellations on previous contracts as well as description of issue

2) **History of contracts covering past sales by vehicle model**
   Proposers shall provide a past sales list by vehicle type including customer contact information

3) **The Proposer's experience and performance on similar industry contracts**
   Proposers shall provide a list of work completed for location of similar size and make-up

4) **The Proposer's demonstrated commitment and capability to satisfy warranty, repair and parts supply requirements on other contracts**
   Proposer shall provide examples of the above information from existing or prior contracts

5) **The amount of effort required by other transit properties to secure satisfactory performance from the Proposer**
   Proposer shall provide customer references as required to satisfy this requirement

6) **References**
   Proposers shall submit references from entities that have contracted with the Proposer, including but not limited to, evidence of satisfactory performance and integrity on contracts, making timely deliveries, meeting specifications and warranty provisions, parts availability, and steps Proposer took to resolve any judgments, liens, fleet defects history, and warranty claims

5) <u>FLEET STANDARDIZATION</u>
A higher weight will be awarded to buses proposed as the same make and model in multiple sizes requested and available with a hybrid drive option.

5a. **Standardization of the bus fleet for training, tools and vehicle parts inventory.**

1) **Proposed buses that are the same make and model in multiple sizes listed.**
   Proposers shall submit a complete description of vehicles to be provided including make, model, size and drive option.

5b. **Buses available with a hybrid drive option**
Proposers shall submit a complete description of vehicles to be provided including make, model, size and drive option

CONTRACT

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The State will pursue negotiations with the highest scoring proposal. If, for some reason, ConnDOT and the initial Proposer fail to reach consensus on the issues relative to a contract, then ConnDOT may commence contract negotiations with other Proposers. ConnDOT may decide at any time to start the RFP process again.

Thereafter, the awarded Contractor and ConnDOT will be required to sign a formal contract. (See attached template)

REQUEST FOR PROPOSAL
DOT-26A

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

PURCHASING & MATERIALS MANAGEMENT
2800 Berlin Turnpike, Room 2418
PO BOX 317546
NEWINGTON, CT 06131-7546

THIS FORM AND REQUIRED PROPOSAL SCHEDULE FORMS MUST BE RETURNED

USDOT TIGER

Fiscal Administrative Supervisor
Mary Matuszak

Telephone Number
860-594-2342

Read Carefully

RFP NO:	RFP DUE DATE:	RFP OPENING TIME:	BID SURETY:	DATE ISSUED:
09DOT7004	**June 15, 2009**	**2:00 pm (Eastern Time)**	**N/A**	**March 26, 2009**

COMMODITY CLASS/SUBCLASS AND DESCRIPTION:

FOR: **PURCHASE OF LOW FLOOR HEAVY DUTY TRANSIT BUSES AND HIGH FLOOR HEAVY DUTY SUBURBAN BUSES**

TERM OF CONTRACT / DELIVERY DATE REQ'D:
Delivery Schedule Detailed in Bid Terms and Conditions

ADDENDUM DATE: June 4, 2009

ADDENDUM #4

Reminder: RFP DUE DATE HAS BEEN EXTENDED UNTIL MONDAY, JUNE 15, 2009, AT 2:00 PM (EASTERN TIME)

1. The following question was received regarding submittal requirements. A response is provided to clarify requirements.

   Q: On Page #18 of Addendum #1, your response to our question on technical proposals was "we confirm that a technical proposal is required for each model offered".

   Does this mean that if we submit a proposal for 40' buses we can submit a single proposal for that length of bus which covers both diesel and optional diesel-hybrid propulsion types.

   A: *All changes/differences between a diesel model bus and a diesel-hybrid propulsion bus must be completely and clearly identified and articulated by the manufacturer. A separate vehicle technical information set is required to assure that all information is communicated.*

2. An additional question was received regarding the correct mailing address for the RFP. Please use the following as a guide for mailing instructions:

   If the proposal is sent via **A COMMERCIAL EXPRESS CARRIER**, please address proposal as follows:
   Connecticut Department of Transportation
   Attn: Mary Matuszak
   2800 Berlin Turnpike
   Newington, CT 06111

   If the proposal is sent via **U. S. MAIL**, please address proposal as follows:
   Connecticut Department of Transportation
   Attn: Mary Matuszak
   P.O. Box 317546
   Newington, CT 06131-7546

   If the proposal is being **HAND CARRIED**, please deliver to:
   Connecticut Department of Transportation
   2800 Berlin Turnpike
   Newington, CT
   Room 2418+

BID PROPOSAL
SP-26 Rev. 11/97

Contract Specialist
Mary Matuszak

Telephone Number
860-594-2342

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION
PURCHASING & MATERIALS MANAGEMENT
2800 Berlin Turnpike, Room 2418
PO BOX 317546
NEWINGTON, CT 06131-5746

RFP NO.
09DOT7004

Read Carefully

Proposers are cautioned to sign and return all Addenda with their RFP.

All other Terms and Conditions remain the same.

NOTE: Sign below to acknowledge receipt of Addendum #4 and return with RFP. Failure to do so may result in rejection of RFP.

Print Name	Signature	Date

REQUEST FOR PROPOSAL
DOT-26A

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

PURCHASING & MATERIALS MANAGEMENT
2800 Berlin Turnpike, Room 2418
PO BOX 317546
NEWINGTON, CT 06131-7546

THIS FORM AND REQUIRED PROPOSAL SCHEDULE FORMS MUST BE RETURNED

USDOT TIGER

Fiscal Administrative Supervisor
Mary Matuszak

Telephone Number
860-594-2342

Read Carefully

RFP NO:	RFP DUE DATE:	RFP OPENING TIME:	BID SURETY:	DATE ISSUED:
09DOT7004	**June 15, 2009**	**2:00 pm (Eastern Time)**	**N/A**	**March 26, 2009**

COMMODITY CLASS/SUBCLASS AND DESCRIPTION:

FOR: **PURCHASE OF LOW FLOOR HEAVY DUTY TRANSIT BUSES AND HIGH FLOOR HEAVY DUTY SUBURBAN BUSES**

TERM OF CONTRACT / DELIVERY DATE REQ'D:
Delivery Schedule Detailed in Bid Terms and Conditions

ADDENDUM DATE: May 20, 2009

ADDENDUM #3

1. **THE RFP DUE DATE HAS BEEN EXTENDED UNTIL MONDAY, JUNE 15, 2009, AT 2:00 PM (EASTERN TIME) TO ALLOW PROPOSERS ADDITIONAL TIME TO SUBMIT COMPLETE RFP PACKAGES.**

2. The following questions were received regarding submittal requirements. Responses are provided to clarify requirements.

   Q: Does the Consulting Agreement Affidavit need to be signed by the CEO or can it be signed by a Vice President of the Company?

   A: *The Vice President can sign it as long as we have a delegation of authority.*

   Q: Regarding the Nondiscrimination Certification, if a Connecticut-specific Board resolution is required by this form, does the form need to be completed and submitted, or can the form be completed any time up to the date of the award? Obviously, this requires a Board meeting and those are rigidly scheduled.

   A: *We can accept the bid without the Nondiscrimination Certification, but would require it to make an award. If there are no board meetings scheduled, you would need to get a waiver from CHRO.*

   Q: Is it correct that the Individual Nondiscrimination Certification can be ignored (i.e. not signed and returned) when a corporation is involved?
   A: *Yes*

   Q: On the price schedule (exhibit B) there are line items for certain spares, including a diesel bus transmission. Is Conn DOT interested in pricing for a spare hybrid drive unit/assembly? This would require an additional line item entry.

   Same question (more or less) for the transmission extended warranty. Does Conn DOT want a quote for an extended warranty on any hybrid drive system proposed? This would also require an additional line item entry. In fact, there may also be another line item required for the hybrid engine warranty, depending on whether a Cummins ISB or ISL is selected.

   A: *The Department expects to receive a separate proposal for each size and type of equipment. We do not request an extended warranty for any hybrid drive system components. However we are interested in receiving pricing for spare hybrid drive unit/assembly (s) and request that line 2 on page 2 of Exhibit B "Diesel Bus Transmission" be modified and used to detail the spare hybrid drive unit/assembly information for hybrid vehicles.*

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION
PURCHASING & MATERIALS MANAGEMENT
2800 Berlin Turnpike, Room 2418
PO BOX 317546
NEWINGTON, CT 06131-5746

RFP NO.
09DOT7004

Read Carefully

Contract Specialist
Mary Matuszak

Telephone Number
860-594-2342

Q: We are preparing a finance proposal to be submitted along with the bus prices. We would like to submit this proposal in a manner that makes the most sense. Based on reading the overview, it is stated in the third paragraph on page 11 that "other transit agencies will piggyback on this procurement". It is noted that the bus needs of Bridgeport, Norwalk, Middletown and Housatonic have been rolled into the bus totals. For our purposes we would like to provide numbers that make the most sense. We could provide individual proposals for the needs of the individual agencies cited, besides providing an all encompassing one. Would it be possible to break out the number/type of buses that are being requested by the four authorities in question?

A: *A break out of the exact number/type of buses that are being requested by the four authorities in question is unavailable.*

Proposers are cautioned to sign and return <u>all</u> Addenda with their RFP.

<u>All other Terms and Conditions remain the same</u>.

<u>NOTE</u>: Sign below to acknowledge receipt of Addendum #3 and return with RFP. Failure to do so may result in rejection of RFP.

Print Name	Signature	Date

REQUEST FOR PROPOSAL
DOT-26A

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

PURCHASING & MATERIALS MANAGEMENT
2800 Berlin Turnpike, Room 1419
PO BOX 317546
NEWINGTON, CT 06131-7546

THIS FORM AND REQUIRED PROPOSAL SCHEDULE FORMS MUST BE RETURNED

USDOT TIGER

Fiscal Administrative Supervisor
Mary Matuszak

Telephone Number
860-594-2342

Read Carefully

RFP NO:	RFP DUE DATE:	RFP OPENING TIME:	BID SURETY:	DATE ISSUED:
09DOT7004	**May 28, 2009**	**2:00 pm (Eastern Time)**	**N/A**	**May 26, 2009**

COMMODITY CLASS/SUBCLASS AND DESCRIPTION:

FOR: **PURCHASE OF LOW FLOOR HEAVY DUTY TRANSIT BUSES AND HIGH FLOOR HEAVY DUTY SUBURBAN BUSES**

TERM OF CONTRACT / DELIVERY DATE REQ'D:
Delivery Schedule Detailed in Bid Terms and Conditions

ADDENDUM DATE: May 8, 2009

ADDENDUM #2

1. The following language is hereby added to **EXHIBIT A**, Product and/or Service Specifications, "Special Provisions"

American Recovery and Reinvestment Act of 2009:

1. (a) The grantee agrees to utilize the Connecticut Jobs Funnels as the First Source Referral Program. As the First Source Referral program, the Connecticut Jobs Funnels will serve as a source for recruitment of qualified workers for State of Connecticut contractors and subcontractors.

   (b) The grantee agrees to notify the Jobs Funnels of available jobs related to this contract or subcontract.

2. The grantee agrees to accurately record and report information regarding jobs or positions created or retained in the United States and outlying areas as a result of funding provided through the American Recovery and Reinvestment Act of 2009, including, but not limited to the description of any such job; the number of persons employed in any such job; the number of hours worked by such persons; the hourly wage or salary paid to such persons. Federal guidance requires (i) a brief description of the types of jobs created and jobs retained in the United States and outlying areas. "Jobs or positions created" means those new positions created and filled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding. "Jobs or positions retained" means those previously existing filled positions that are retained as a result of Recovery Act funding. (ii) "jobs created and jobs retained in the United States and outlying areas" shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects or activities managed directly by the recipient, and if known, by subrecipients. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the recipient. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter. (iii) A job cannot be reported as both created and retained. As used in this instruction, United States means the 50 States and the District of Columbia, and outlying areas means: (1) Commonwealths. (i) Puerto Rico. (ii) The Northern Mariana Islands; (2) Territories. (i) American Samoa. (ii) Guam. (iii) U.S. Virgin Islands; and (3) Minor outlying islands. (i) Baker Island. (ii) Howland Island. (iii) Jarvis Island. (iv) Johnston Atoll. (v) Kingman Reef. (vi) Midway Islands. (vii) Navassa Island. (viii) Palmyra Atoll. (ix) Wake Atoll.

Proposers are cautioned to sign and return all Addenda with their RFP.

All other Terms and Conditions remain the same.

NOTE: Sign below to acknowledge receipt of Addendum #2 and return with RFP. Failure to do so may result in rejection of RFP.

Print Name	Signature	Date

REQUEST FOR PROPOSAL
DOT-26A

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

PURCHASING & MATERIALS MANAGEMENT
2800 Berlin Turnpike, Room 1419
PO BOX 317546
NEWINGTON, CT 06131-7546
Page 1 OF 2

THIS FORM AND REQUIRED PROPOSAL SCHEDULE FORMS MUST BE RETURNED

Fiscal Administrative Supervisor
Mary Matuszak

Telephone Number
860-594-2342

Read Carefully

RFP NO:	RFP DUE DATE:	RFP OPENING TIME:	BID SURETY:	DATE ISSUED:
09DOT7004	**May 28, 2009**	**2:00 pm (Eastern Time)**	**N/A**	**March 26, 2009**

COMMODITY CLASS/SUBCLASS AND DESCRIPTION:

FOR: **PURCHASE OF LOW FLOOR HEAVY DUTY TRANSIT BUSES AND HIGH FLOOR HEAVY DUTY SUBURBAN BUSES**

TERM OF CONTRACT / DELIVERY DATE REQ'D:
Delivery Schedule Detailed in Bid Terms and Conditions

ADDENDUM DATE: May 1, 2009

ADDENDUM #1

1. **Questions received and corresponding responses are attached.**

Proposers are cautioned to sign and return all Addenda with their RFP.

All other Terms and Conditions remain the same.

NOTE: Sign below to acknowledge receipt of Addendum #1 and return with RFP. Failure to do so may result in rejection of RFP.

Print Name	Signature	Date

Questions received and their corresponding answers are as follows:

Q: What do the terms "like" and "unlike" on the equipment needs table refer to?
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: Would DOT and the participating agencies consider a 45 ft. low floor bus for this procurement?
A: NO

Section	Page	Q:
Contract 1. (h)	1	Request that line three of this Section be changed to read: "...including, but not limited to, labor troubles whether related or unrelated to the Contractor...".

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.

Section	Page	Q:
Contract 4. (b)	3	Request that all payment terms be changed to read "will be due 30 days after acceptance." This is the accepted industry standard.

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.

Section	Page	Q:
Contract 7.	4	Request that line three of this Section be changed to read "...alteration of the Contract shall be valid or binding upon either party...".

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.

Section	Page	Q:
Contract 9. (e)	5	Request clarification that should the contract be terminated the Contractor will be reimbursed its costs and profit on work performed up to the time of termination, per the standard Bus procurement Guidelines, Section 2.2.6.1.

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.

Section	Page	Q:
Contract 9. (e)	5	Request clarification that the Contractor will be reimbursed for any material ordered in pursuit of the work that cannot be returned to any vendor or passed on to any replacement contractor in the event of termination.

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.

Section	Page	Q:
Contract 10.	6	Request that the first line in this Section be changed to read "...The parties may agree to a reduction or an increase in the Contract...".

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.

Section	Page	Q:
Contract 11.	6	Request that the last sentence of this Section be deleted in its entirety. Withholding of payment for a belief is not quantifiable.

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.3

Section	Page	Q:
Contract 15 (a)	7	Request that the second sentence in this Section, beginning with "The Contractor shall use counsel reasonably acceptable..." be deleted in its entirety. There is no definition contained in this Section to quantify the requirements of what is or is not acceptable.

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.

Section	Page	Q:
Contract 15 (a)	7	Request that a concluding sentence be added to this Section that reads: "The foregoing notwithstanding, Contractor's obligations under this Section 15 shall only apply to the extent of its own fault or negligence."

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.

Section	Page	Q:
Contract 15. (d)	7	Request that the second sentence in this Section be changed to read: "The Contractor shall name the State as an additional insured on the policy." The requirements for delivery of the policy are noted in Section 36 (a).

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.

Section	Page	Q:
Contract 17. (f)	8	Manufacturer would like to clarify that, as it has no control over how the buses procured under any resultant contract with Conn DOT will be used it cannot warrant the fitness or merchantability of the product for said uses. Request that this Section be deleted in its entirety.

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.

Section	Page	Q:
Contract 20. (d)	8	Request clarification that risk of loss transfers to Conn DOT upon delivery of the buses to the designated location. The Contractor cannot be responsible for events/occurrences that take place after delivery when the buses are out of its direct control.

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.

Section	Page	Q:
Contract 21.	8	Request that the second sentence in this Section be changed to read: "If any goods fail in any material way to meet the specifications in the Contract, Conn DOT may, in its reasonable discretion..."

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.

Section	Page	Q:
Contract 21.	8	Request that the final sentence in this Section be deleted in its entirety. The manufacturer should have the ability to correct any cause for rejection or to negotiate a reasonable remedy of said cause.

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.

Section	Page	Q:
Contract 36. (b)	17	Request that this Section be deleted in its entirety, as it conflicts with the requirements noted in section 36. (a) for delivery of documents to Conn DOT.

A: NO; this requirement is mandated by statute.

Section	Page	Q:
Proposal Require-ments Exhibit A Overview	12, 13	Request clarification on the terms "like" and "unlike" used on the Equipment Procurement Needs tables on these pages.

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.

Section	Page	Q:
Proposal Require-ments 1.	16	Request clarification that the contract cannot be extended for an additional five-year term.

A: We confirm that the contract cannot be extended for an additional five-year term.

Section	Page	Q:
Proposal Require-ments 2.	16	Request clarification that the requirements noted in this Section apply to commercial carriers and not to the transit agencies participating in this procurement or to the successful contractor/supplier of buses.

A: The requirements of this section apply to the bus manufacturer/supplier if the manufacturer/supplier delivers the buses, or to the common carrier if the manufacturer/supplier uses a common carrier to deliver the buses.

Section	Page	Q:
Proposal Requirements 4.	16	Request clarification on the minimum number of buses per year that will be purchased under the resultant contract. This information is vital for proper costing/pricing.

A: The Department intends to purchase all replacement buses. However, the specific vehicle size and drive system configurations may change.

Section	Page	Q:
Proposal Requirements 7.	17	Request that the requirement for performance and payment bonds noted in this Section be deleted. The FTA has clarified in Circular 4220.1F that such bonds are only required for construction projects, not rolling stock procurements. Additionally, the requirement for the bonds noted in this Section are/will: • Exceedingly difficult to obtain. • Extremely expensive to obtain. • Place an unusual financial burden on the successful proposer. • Add extra expense for the procuring agency.

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.

Section	Page	Q:
Training C. 6.	22	Request clarification on the engine overhaul training noted in this Section. Is this training a part of the required 80 hours or separate from the 80 hours required?

A: This is part of the 80 hour requirement.

Section	Page	Q:
Training D. 4.	22	Request clarification on the transmission overhaul training noted in this Section. Is this training a part of the required 80 hours or separate from the 80 hours required?

A: This is part of the 80 hour requirement.

Section	Page	Q:
Training	24	Request clarification on the Train the Trainer requirement noted in this Section. Is this single 4-hour session part of the 80 hour total training requirement, or in addition to the 80 hour requirement?

A: This is in addition to the 80 hour requirement.

Section	Page	Q:
Manuals	24	Request approval to provide one operator's manual per bus. The operator's manual will also be provided on CD and Conn DOT or the purchasing authority can print as many as are required.

A: No, we want 5 printed manuals for every bus purchased.

Section	Page	Q:
Manuals	24	Request clarification that the quantities of manuals noted here are per order, regardless of the size of the order.

A: Yes, except for the Operators' Manuals, the specific # listed is required.

Section	Page	Q:
Manuals	24	Request clarification that any and all transit agencies that may purchase buses off ant contract resulting from this RFP will accept a common manual format.

A: Yes

Section	Page	Q:
Manuals	24	Request clarification on exactly which OEM engine manuals are required.

A: For each engine type provided.

Section	Page	Q:
Manuals	24	Request clarification on exactly which OEM transmission manuals are required.

A: For each transmission type provided

Section	Page	Q:
Manuals	24	Request approval to deliver operator's manuals with the first bus, the maintenance manuals 30 days after delivery of the first bus and the parts manuals 60 days after delivery of the first bus. This timeline is necessary in order to assure complete, accurate manuals are delivered to Conn DOT.

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

Section	Page	Q:
Manuals	24	Request approval of manufacturer's standard electrical schematic drawings, as shown on the attached under Tab A.

A: There is no preapproval process with this RFP. Please submit with your proposal.

Section	Page	Q:
Manuals	25	Request approval to provide the 11" x 17" driver's compartment layout drawing at any pre-production meeting that would be held, for approval of locations by Conn DOT. This is an engineering design drawing that is not included in the standard manuals. The locations of switches, controls, etc... are documented in the operator's and maintenance manuals.

A: *This should be submitted with your proposal.*

Section	Page	Q:
Manuals	25	Manufacturer would like to clarify that parts catalogs do not have the OEM suppler part number listed.

A: This should be listed in your proposal as a deviation which will be evaluated appropriately.

Section	Page	Q:
Manuals	25	Request approval for a 180 day (bi-annual) time frame for providing updates to parts and maintenance manuals.

A: We prefer the time frame listed in our specification. Deviations should be listed in your proposal and will be evaluated appropriately.

Section	Page	Q:
Manuals	26	Request clarification that the buses shall be duplicates in design, manufacture and installation in each lot. Over the course of a five-year contract there may be changes/improvements in design or components that become necessary or prudent.

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 for them.

Section	Page	Q:
Manuals	26	Request clarification that any changes made to manuals after drafts have been approved by Conn DOT, other than manufacturer's updates, will be paid for by Conn DOT or the procuring agency.

A: This is understood with the additional cost to be approved in advance.

Section	Page	Q:
Liquidated Damages	27	Request clarification that the "calendar days" in this Section are defined the same as calendar days are defined in 1. (f) of the sample contract included elsewhere in the Solicitation.

A: In this section, calendar days means every day, including Saturdays, Sundays, and days designated as National or State of Connecticut holidays.

Section	Page	Q:
Payments	28	Request approval of payment to made within 30 days of receipt of a valid invoice, per industry standard practices.

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.

Section	Page	Q:
Payments	28	Request approval of progress payments, per the Standard Bus Procurement Guidelines, as follows: • 40% payment due upon installation of front & rear axles. • 20% payment when buses are approved for shipment from the factory. • 38% payment upon delivery and acceptance due within 30 days after acceptance. • 2% retainage for infancy failures, to paid within 30 days of receipt of invoice, acceptance of all deliverables, rectification of any deficiencies, completion of required audits.

A: The RFP does not contain provisions for progress payments; however, as this is an RFP, payment provisions may or may not be negotiated with the selected Contractor(s).

Section	Page	Q:
Warranty	29	Request approval for fleet defect rates of 20% for deliveries of over 50 buses and 25% for deliveries of 4-49 buses as noted in Section 4.1.6.1 of the Standard Bus Procurement Guidelines.

A: We prefer the fleet defect rates listed in our specification. Deviations should be listed in your proposal and will be evaluated appropriately.

Section	Page	Q:
Warranty	30	Manufacturer would like to clarify that warranty repairs to the engine, transmission and HVAC system must be performed by the respective OEM agency in order not to void the warranty.

A: This is correct unless the OEM has an agreement with the agency to do some level of warranty repair.

Section	Page	Q:
Warranty	30	Request approval to begin warranty repairs within 10 days after receiving notification of a defect. This time is necessary to consult with the affected part provider, procure the parts, make arrangements for service space etc...

A: We prefer the language listed in our specification. Deviations should be listed in your proposal and will be evaluated appropriately.

Section	Page	Q:
Warranty	31	Request approval to provide a parts credit as reimbursement for filed warranty claims.

A: We prefer the language listed in our specification. Deviations should be listed in your proposal and will be evaluated appropriately.

Section	Page	Q:
Price Escalation	32	Request approval to use PPI category 1413 Truck and Bus Bodies for the price redetermination.

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.

Section	Page	Q:
Price Escalation	32	Request that the 5% cap noted in this Section be deleted. During the past year manufacturers have seen much higher increases in the PPI that has impacted profitability.

A: The Department will accept the elimination of the 5% cap and allow adjustment based upon the Change in PPI 1413 adjusted to account for regulatory changes.

Section	Page	Q:
Price Escalation	32	Request clarification on how price increases due to Federal Regulatory changes will be addressed.

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.

Section	Page	Q:
Technical Specification	33	Request approval for an over body length of 32 ft 3.6 in for the 30 ft bus model proposed as shown on the drawing (100-9100-A01) under Tab B. Request approval for an over body length of 35 ft 8.4 in for the 35 ft bus model proposed as shown on the drawing (100-9101-A01) under Tab B. Request approval for an over body length of 40 ft 4.8 in for the 40 ft bus model proposed as shown on the drawing (100-9102-A01) under Tab B.

A: There is no preapproval process with this RFP. Please submit with your proposal.

Section	Page	Q:
Technical Specification	33	Request clarification on the requirements for the severe duty notebook computers noted on this page.

A: The Panasonic Toughbook is an example of the notebook computer required.

Section	Page	Q:
Technical Specification	34	Request clarification on the maximum grades and height of road crowns that can be found in the Waterbury service area.

A: We do not have this information readily available

Section	Page	Q:
Basic Body	35	Request clarification on the phrase "inherently corrosion resistant materials". Is Conn DOT asking for buses fabricated from stainless steel?

A: Stainless steel is an example of inherently corrosion resistant material.

Section	Page	Q:
Basic Body	35	Request approval of mild steel used in the bus structure, with corrosion protection applied as described on the attached under Tab C.

A: There is no preapproval process with this RFP. We prefer you meet our specification. You may submit a proposal with a deviation and it will be evaluated appropriately.

Section	Page	Q:
Basic Body	36	Manufacturer would like to clarify that, due to the hanging engine cradles design used on the 60 ft bus, rear lift towing is not recommended.

A: Please note this in your proposal.

Section	Page	Q:
Basic Body	37	Request approval for a driver's platform height of 13.7 inches. This dimension reflects the design of the bus and cannot be changed.

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

Section	Page	Q:
Basic Body	38	Request approval for the standard aluminum exterior body panels as shown on the drawing (141-LFR40- K01) attached under Tab D. The corrosion resistant aluminum panels are bonded to the bus structure.

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

Section	Page	Q:
Basic Body	38	Request approval for rain gutters over the passenger doors and driver's window on all length buses.

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

Section	Page	Q:
Basic body	38	Request approval for a surface mount for the rear license plate on the aluminum engine door.

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

Section	Page	Q:
Basic Body	39	Request approval for a rear bumper with a height of 31.7 inches above the street level and a front bumper with a height of 24.6 inches above the street level, as shown on the drawing (109-LFR-A01) attached under Tab E.

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

Section	Page	Q:
Basic Body	39	Request approval for a rear bumper with a height of 27.6 inches above the street level and a front bumper with a height of 21.5 inches above the street level for the 60 ft bus as shown on the drawing (109-BRT-A01) attached under Tab F.

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

Section	Page	Q:
Basic Body	40	Request clarification on exactly which interior materials must meet FTA Docket 90 requirements.

A: It is up to the proposer to insure all interior materials offered meet this requirement.

Section	Page	Q:
Basic Body	40	Request approval for the standard driver's barrier for the proposed buses, which includes an integral on-board electronics storage cabinet and driver's storage box, as shown on the photograph, attached under Tab G.

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

Section	Page	Q:
Engine	41	Request approval for a Cummins ISB engine for the hybrid bus propulsion package on the 30, 35 and 40 ft buses.

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

Section	Page	Q:
Engine	41	Request clarification that the 4.0 mpg fuel economy requirement is a design goal, not an absolute requirement. There are too many variables involved in the operation of a transit bus (including driver's performance, idle time, route profile variations and weather to name a few) that affect fuel economy for the manufacturer to be able to certify a specific mpg will be achieved.

A: It is expected that the proposer will be able to provide some test documentation to meet this fuel economy per the conditions listed in the specification.

Section	Page	Q:
Engine	41	Request clarification on which hybrid drive system is preferred by Conn DOT.

A: The specification documents three acceptable systems. Others may be proposed with a deviation submission. It is expected the bus manufacturer will propose the system that it expects to work the best with its bus models.

Section	Page	Q:
Engine	42	Manufacturer would like to clarify that an Allison EP50 hybrid propulsion system is required for the 60 ft bus.

A: There is no preapproval process with this RFP. You may submit this hybrid propulsion selection in your proposal.

Section	Page	Q:
Engine	44	Request approval of a Kidde Dual Spectrum fire suppression system as described on the attached under Tab H.

A: There is no preapproval process with this RFP. You may submit this hybrid propulsion selection in your proposal.

Section	Page	Q:
Engine	45	Manufacturer would like to clarify that the fuel filler on the 60 ft bus is located more than 25 ft behind the centerline of the front door (approximately 39 ft).

A: This should be noted in your proposal submission.

Section	Page	Q:
Transmiss ion	45	Request clarification that the Allison B330R transmission model noted is actually the B300R model.

A: It should have been listed as Allison B300R

Section	Page	Q:
Transmiss ion	46	Manufacturer would like to clarify that Allison requires the retarder on/off switch to be within the driver's reach.

A: This should be noted in your proposal submission.

Section	Page	Q:
Axles	46	Request approval for a Meritor FH946 front I-beam axle rated at 16,000 lbs as described on the attached under Tab I.

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

Section	Page	Q:
Axles	46	Request approval for a Meritor 71163 Hypoid single reduction drive axle as described on the attached under Tab J.

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

Section	Page	Q:
Wheel & Tires	47	Request clarification on the make and model of the hubodometer required.

A: We did not specify a make and model for the required hubodometer required.

Section	Page	Q:
Steering	48	Request approval for a Douglas steering column with a rearward tilt adjustment range of 35° as shown on the drawing (103-LFW-C01) attached under Tab K.

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

Section	Page	Q:
Brakes	49	Request additional information on the standard CTTRANSIT chock block. Please provide dimensions, a drawing or a photograph.

A: It is a Trapezoid shape block of wood 3.5" wide, 7" long at the base, 3.5" long on top with a 45 degree angle.

Section	Page	Q:
HVAC	51	Manufacturer would like to clarify that, due to 2010 engine emissions limit changes and the subsequent design requirements for exhaust after-treatment the HVAC system for the proposed buses will be either a Thermo King "L" model or a rooftop mounted unit.

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

Section	Page	Q:
HVAC	53	Request approval for the driver's ventilation to be provided through the main HVAC system, with an auxiliary booster fan located above the driver's station that provides additional air flow for the driver's comfort. Fresh air is available through the driver's side window.

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

Section	Page	Q:
HVAC	53	Manufacturer would like to clarify that, due to the unique design and styling of the 60 ft. bus only a single roof hatch, located above the drive axle, is available. Please note that the proposed vehicle satisfies the emergency egress requirements of FMVSS 217.

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

Section	Page	Q:
HVAC	54	Request approval for heated air ducted from the front heater/defroster unit to be used to clear the entrance area of snow and ice.

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

Section	Page	Q:
HVAC	54	Request approval for an under seat heater at the exit door to be used to keep this area clear of snow and ice. The underseat heater is rated at 45,000 BTU.

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

Section	Page	Q:
HVAC	54	Request approval for underseat heaters rated at 45,000 BTU, placed strategically in the bus to prevent cold floor and ensure temperature uniformity.

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

Section	Page	Q:
Doors	55	Request clarification that the requirement for slide glide type doors is for the front door only.

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

Section	Page	Q:
Doors	55	Request approval for a plug type front door on the 60 ft bus. A slide glide type door is 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.

Section	Page	Q:
Doors	55	Request approval for a split glazing on the front, plug type door on the 60 ft bus. The upper and lower glazing are both very large and provide an excellent view of the curb for the driver.

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

Section	Page	Q:
Fare Collection	56	Request clarification on: "A stanchion around the farebox/TRiM equipment is not required." Our interpretation of ADA is that one is required. Also, on page 59 it is noted that a passenger assist around the farebox is required.

A: It was not our desire to have a stanchion around the farebox. However, if ADA requires it then it must be provided. ADA requirements take precedence.

Section	Page	Q:
Windows	57	Request clarification if passenger windows are to be all emergency egress.

A: All unobstructed windows are to be emergency egress.

Section	Page	Q:
Windows	57	Request clarification if the passenger windows are to have only an openable lower section or only an openable transom section or if both sections are to be openable.

A: Only the upper transom sections are to be openable.

Section	Page	Q:
Windows	57	Request clarification on the "under mounted convex mirror" noted in this Section. Is this in addition to the exterior side view mirrors noted in the Mirrors Section?

A: No, This is integral to the mirror.

Section	Page	Q:
Mirrors	58	Request approval for a curbside mirror with a lower edge that is 78 inches above street level.

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

Section	Page	Q:
Mirrors	58	Request clarification that the road side exterior mirror is heated, but is manually adjustable.

A: The road side mirror is heated and manually adjustable.

Section	Page	Q:
Seats	58	Request clarification as to whether the insulation in the bus is required to meet the requirements of FTA Docket 90, as it is noted here that the insulation need not comply, however on page 40 (under basic Body) it is noted that "all materials shall comply.

A: The insulation in the bus is required to meet the requirements of FTA Docket 90.

Section	Page	Q:
Seats	58	Request approval to provide, on the 60 ft bus the American Seating model 6468 passenger seats from the turntable area aft, with the American Seating 6466 passenger seats forward of the turntable area, as shown on the attached drawing (110-9103-A01) under Tab L.

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

Section	Page	Q:
Seats	59	Request clarification that armrests are only required on aisle facing longitudinal passenger seats where there is not a barrier or wheelhouse which serves the same purpose.

A: That is correct.

Section	Page	Q:
Passenger Assists	60	Request clarification that connecting tees and angles may be stainless steel as well as powder coated metal castings.

A: That is correct.

Section	Page	Q:
Bus Interior	61	Request approval for unfinished (natural) stainless steel trim for the molding and trim strips used to finish the ceiling panels.

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

Section	Page	Q:
Bus Interior	61	Request clarification as to whether the bus insulation is required to meet FTA Docket 90a, as there is conflicting language in other areas of the specification.

A: The insulation in the bus is required to meet the requirements of FTA Docket 90.

Section	Page	Q:
Bus Interior	62	Request clarification that the manufacturer is to provide both provision for and the notice frames noted on this page in paragraph 5.

A: That is correct

Section	Page	Q:
Paint & Decals	63	Manufacturer would like to clarify that the decal supplier does not require edge sealing.

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

Section	Page	Q:
Wheel-chair Ramp	64	Request clarification that a ramp with a slope of 1:6 is required.

A: A 1:6 slope ramp is required.

Section	Page	Q:
Wheel-chair Ramp	64	Request clarification that the intent is for the slope of the deployed ramp to be measured with the bus on a level surface with the ramp deployed to the same surface/plane.

A: That is correct.

Section	Page	Q:
Wheel-chair Secure-ment	65	Manufacturer would like to clarify that it is not possible to have a wheelchair securement area with a longitudinal dimension of 53 inches in a 30 ft bus with two doors. The maximum space is 48 inches, per ADA.

A: That is correct.

Section	Page	Q:
Wheel-chair Secure-ment	65	Manufacturer would like to clarify that it is not possible to have a wheelchair securement area with a longitudinal dimension of 53 inches in a 35 ft bus with two doors. The maximum space is 49 inches.

A: That is correct.

Section	Page	Q:
Exterior Route Display	68	Request clarification on the number of software programming packages required.

A: One installed on each computer provided.

Section	Page	Q:
Exterior Route Display	69	Request clarification on the number of USB keys required.

A: One for each different bus model provided.

Section	Page	Q:
Operator's Work Area	74	Manufacturer would like to clarify that the proposed buses are equipped with variable speed electric windshield wipers driven by a common motor.

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

Section	Page	Q:
Operator's Work Area	74	Request clarification on the windshield washers. A "dry arm" is noted, but wet arms are then described.

A: A dry arm is requested.

Section	Page	Q:
Electrical	75	Request clarification on the type (make & model) of jump start connector required.

A: Goodall Connector - the positive cable is connected to the 24 volt terminal of the battery disconnect switch, the negative cable to the basic ground point.

Section	Page	Q:
Electrical	78	Request approval for the I/O zone locations on the proposed buses as shown on the attached drawing (Multiplex layout) under Tab M.

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

Section	Page	Q:
Electrical	79	Request clarification as to whether the notebook computers described in this Section are in addition to those noted on page 33 and if so how many are required.

A: They are not additional computers.

Section	Page	Q:
Public Address System	79	Request approval for the standard Mito 30 watt, 4 ohm public address speakers installed in the proposed buses, as described on the attached under Tab N.

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

Section	Page	Q:
Video Security System	83	Request clarification on the 120GB hard drives noted in par. 2 on this page. Are these to be provided as well as the 160 GB hard drives noted in par. 8?

A: They should all be 160 GB hard drives.

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?

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?

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 the 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 <u>not</u> 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 witthheld 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 warrantles 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 humidy 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 emmission 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 refridgerant 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 CTTRANSIT 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:

	Coverage	
Months OR Miles (wcf)	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:

	Coverage	
Months OR Miles (wcf)	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:

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

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 coved 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 .1 0 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 16 112" 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. width 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 16 112" 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 Model400T ABC 5 lb. fire extinguisher.
(1) KD#610-4645 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 of26.0".

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

PRICE SCHEDULE
DOT-16 Rev. 3/09

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
PURCHASING & MATERIALS MANAGEMENT

Contract Award No.:
09DOT7004

ConnDOT Purchasing Contact:
Mary Matuszak
Fiscal Admin. 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.

PROPOSER NAME: **New Flyer of America Inc.**

SSN OR FEIN # **45-0414949**

Page 1 OF 1

	DESCRIPTION OF COMMODITY AND/OR SERVICES		UNIT OF MEASURE	UNIT PRICE
	MAKE AND MODEL	**TENATIVE DATE OF DELIVERY After Receipt of Order (ARO)**		
	DIESEL			
2.	35' Low Floor: **New Flyer XD35**	Base Order: 507 First Year Options: 521 days ARO	each	$ 376,349.00
3.	40' Low floor: **New Flyer XD40**	Base Order: 365 First Year Options: 472 days ARO	each	$ 383,036.00
	HYBRID Electric			
7.	35' Low Floor: **New FlyerXDE35**	Base Order: 507 First Year Options: 521 days ARO	each	$ 560,349.00
8.	40' Low Floor: **New Flyer XDE40**	Base Order: 365 First Year Options: 472 days ARO	each	$ 567,036.00
	Expedited Delivery:			
	35' Low Floor (Diesel): **New Flyer D35LFR**	Prior to the end of Q2/2010	20	$ 337,682.00
	35' Low Floor (Diesel) Bus Engines: **EPA2007**		20	$ 28,000.00

Discount Percentage: **0.29** %
Discount Maximum Time Period: **10** 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:

Date: October 15, 2009

10/29/09

PRICE SCHEDULE
DOT-16 Rev. 3/09

ConnDOT Purchasing Contact:
Mary Matuszak
Fiscal Admin. Supervisor

Telephone Number:
(860) 594-2342
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.

RFP NO.: 09DOT7004

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

TERMS: Net 10

CASH DISCOUNT: 0.29 % 10 Days

PROPOSER NAME: New Flyer of America Inc.

SSN OR FEIN # #45-0414949

OPTIONAL SPARE PARTS AND EXTENDED WARRANTY PRICING

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

INDEX

1. Fly America Requirements
2. Cargo Preference Requirements
3. Energy Conservation Requirements
4. Federal Changes
5. No Government Obligation to Third Parties
6. Program Fraud and False or Fraudulent Statements or Related Acts
7. Reserved
8. Civil Rights Requirements
9. Disadvantaged Business Enterprise (DBE) Requirements
10. Buy America Requirements
11. Clean Water Requirements
12. Lobbying
13. Access to Records and Reports
14. Clean Air
15. Recycled Products
16. Government-Wide Debarment and Suspension (Nonprocurement)
17. Breaches and Dispute Resolution
18. Right of Protest
19. Incorporation of Federal Transit Administration (FTA) Terms
20. Compliance with Federally Required Clauses and Requirements
21. Americans with Disabilities Act (ADA)
22. Bus Testing
23. Pre-award and Post Delivery Audit Requirements
24. Contract Work Hours and Safety Standards Act

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.
If 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, Kirbati, 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 be 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 of 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 falls 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, 05

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 _____

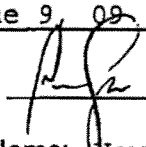
Title _____

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: _____

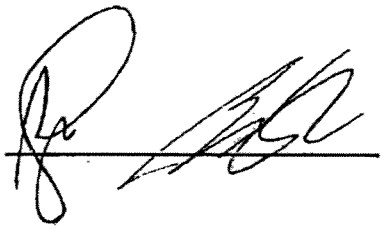
Title: _____

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 form 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 AFFFIRMS 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 EXPLANANTION, 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.

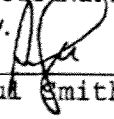
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, 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.



Signature of Contractor's Authorized Official

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

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

June 9, 09 Date

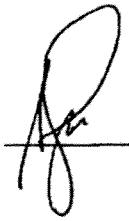
COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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.P 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