



Request for Proposals
Manufacture of Six Transit Trolley Replacement Vehicles
Contract Number C-2023-0297

Due: January 31, 2024, 2:00 p.m. CST

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Introduction

Overview- Transit Trolley Replacement Request for Proposals

The Township is seeking responses from qualified Transit Vehicle Manufacturers to this Request for Proposals (RFP) for Six Transit Trolleys, Contract No C-2023-0297. The trolleys provide the Town Center fixed route service around the Township.

The anticipated contract will be task/product driven with a firm fixed price (FFP) not to exceed the proposed price proposal for the vehicle technical specifications as outlined. The contract is anticipated to be funded via federal assistance through urbanized federal formula grants, and other sources, as available. Federal requirements associated with contracts of this nature are outlined in the **Federally Required Contract Clauses** section of this solicitation.

The selected provider will provide the manufacture of the vehicles as outlined in the Technical Specifications, which are described in more detail in this RFP.

Questions about this procurement should be directed to:

Ruthanne Haut, Director of Transportation and Infrastructure

RHaut@thewoodlandtownship-tx.gov

Phone: 281-210-3800

Schedule of Events

Schedule of Events	Date
Request for Proposal Release Date	December 13, 2023
Non-Mandatory Pre-Proposal Meeting	January 10, 2024, 10:00 a.m.
On-Site Vehicle Open House	January 10, 2024, 11:00 a.m.
Questions or Requests for Deviations Due	January 12, 2024, by 5:00 p.m.
Township Responses to Questions and Deviation	January 19, 2024
RFP Proposals Due Date	January 31, 2024, by 2:00 p.m.

The Township reserves the right to revise the above schedule. Notice of date changes will be provided via addenda. The Township reserves the right to cancel the procurement, in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved. Note that all times listed are for Central Standard Time zone.

Pre-Proposal Meeting

The Township will hold a virtual and in-person, non-mandatory pre-proposal meeting on January 10, 2024, starting at 10:00 a.m. CST. The Pre-Proposal Meeting in person will be held at:

The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

The pre-proposal meeting will also be held virtually through Microsoft Teams:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 263 091 622 934

Passcode: rEdrgQ

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

581931176@t.plcm.vc

Video Conference ID: 117 786 611 5

[Alternate VTC instructions](#)

[Learn More](#) | [Meeting options](#)

Directly following the pre-proposal meeting at 11:00 a.m. CST, the Township will meet Proposers at the Trolley Operations Facility to review the current trolley and meet with maintenance staff on current issues with the vehicles.

The Woodlands Township
Trolley Operations Facility
700 Westridge Dr
Spring, TX 77380

About The Woodlands Township

The Woodlands Township (the “Township”), is a political subdivision and a special purpose district of the State of Texas, created, organized and operating pursuant to the provisions of Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended. The Township provides public transportation from three Park & Ride lots within the Township. The Township is a recipient of Federal Transit

Administration (FTA) and Texas Department of Transportation (TxDOT) funds. This project may be financed jointly by local and federal authorities, including the FTA and TxDOT. In the event that any litigation should arise between the participating parties as the direct result of any contract awarded because of this solicitation, the venue shall be Montgomery County, Texas.

The Township, as an FTA-designated direct recipient of federal funding, receives grant funding and provides transit operations and services which include:

- A park-and-ride operation (The Woodlands Express) that operates from three community locations with 25 coaches providing round-trip transportation from The Woodlands to four Houston employment centers weekdays Monday through Friday. Approximately 1,200 – 1,300 riders per day use this service, which is operated by the Township through a Commuter Bus Operating contract. Users are charged a fare for this service.
- A rubber-tire trolley bus operation consisting of trolleys providing fare-free transportation service to business locations and residences in The Woodlands Town Center area along one (1) route. This service operates daily and offers service on a fixed route within the Town Center area and is complemented by ADA Paratransit transportation service.

Interpretations and Addenda

Questions about the meaning or intent of the Proposal Documents and the Contract Documents shall be submitted in writing to Ruthanne Haut, at rhaut@thewoodlandstowship-tx.gov. Interpretations, questions, or clarifications will be considered by the Township and if necessary, responded to by issuance of an Addendum. All questions are to be received no later than January 12, 2024, at 5:00 p.m. CST. Only answers issued by Addenda will be binding. All addendums will be posted on The Woodlands Township website <http://www.thewoodlandstowship-tx.gov/bids>.

Materials and Workmanship

The Respondent/Manufacturer shall be responsible for all materials and workmanship in the construction of the trolleys and all accessories used, whether the same are manufactured by the Manufacturer or purchased from a supplier. This provision excludes any equipment leased or supplied by the Township, except insofar as such equipment is damaged by the failure of a part or component for which the Manufacturer is responsible, or except insofar as the damage to such equipment is caused by the Manufacturer during the manufacture of the trolleys.

Conformance with Specifications and Drawings

Materials and work performed by the Respondent/Manufacturer shall conform to the requirements of the RFP, Technical Specifications and other Contract documents. The Manufacturer shall have the responsibility of supplying all parts and details required to make the trolleys complete and ready for service even though such details may not be specifically mentioned in the RFP, Technical Specifications and other Contract documents. Omissions from the Contract specifications, or the inaccurate description of details of Work that are manifestly necessary to carry out the intent of the Contract specifications, or that are customarily performed, shall not relieve the Manufacturer from performing such omitted Work

or inaccurately described details of the Work, and they shall be performed as if fully and correctly set forth and described.

Risk of Loss

Prior to the trolley delivery, the Manufacturer shall have risk of loss of the trolley, including any damages sustained during the delivery regardless of the status of title or any payments related to the trolley. Drivers shall keep a maintenance log while en route and the log shall be delivered to the Township with the trolley. If the trolley is released back to the Manufacturer for any reason, the Manufacturer has the risk of loss upon such release.

Title and Warrant of Title

Adequate documents for registering the trolley in the State of Texas shall be provided to the Township. Upon acceptance of each trolley, the Manufacturer warrants that the title shall be passed to the Township free and clear of all encumbrances. The name on the title shall be The Woodlands Township.

Proprietary Rights / Rights in Data

The Township shall protect proprietary information provided by the Manufacturer including shop and working drawings, technical data including manuals or instruction materials, software, patented materials, equipment, devices or processes, and license requirements to the fullest extent of the law. The Manufacturer shall grant a non-exclusive license to allow the Township to utilize such information to maintain the vehicles. If the Manufacturer no longer provides the information, the Township has the right to reverse engineer patented parts and software. The Township reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not copyright has been obtained; and, (2) any rights of copyright to which the Manufacturer/Contractor, Subcontractor or Supplier purchases ownership for performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

Access to Operational Data

The Township grants to the Manufacturer the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Manufacturer, including, but not limited to, any electronic control modules or other data collection devices, to the extent necessary to enable the Manufacturer to perform reliability maintenance analysis, corrective action, and/or other engineering work on the trolley. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Manufacturer.

Unsolicited Communication

To ensure the fair evaluation of a solicitation, the Township prohibits unsolicited communication initiated by the Respondent/Manufacturer to a Township representative evaluating or considering the solicitations prior to the time a decision has been made. Communication between Respondent/Manufacturer and the

Township will be initiated by the RFP Coordinator in order to obtain information or clarification needed to develop an accurate evaluation of the solicitation. Unsolicited communication may be grounds for disqualifying the offending Respondent/Manufacturer from consideration for award.

Proposal Due Date and Time

Proposals are due to the Township at the date and time noted above. Any proposal that is received after the time and date established above is a late proposal and will not be considered. All such proposals will be returned unopened. Proposals that are not adequately identified as proposal submission will be opened for the purpose of ascertaining proper proposal identification. If a proposal is submitted in which there is a material failure to comply with the specification requirements, such proposal will be rejected.

Proposals

The Township reserves the right to accept or reject any and/or all proposals for any or all goods and services covered in this RFP. The Township makes no warranty or guarantee that an award will be made as a result of this RFP. The Township also reserves the right to waive informalities or defects in proposals, excluding mandatory requirements, or to accept such proposals as it shall deem to be in the best interest of the Township.

If there is any evidence indicating that two or more proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the Proposals of all such Respondents/Manufacturers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the Township.

Proposals and subsequent offers shall be valid for a period of 120 days from the proposal due date or date of subsequent offer. The Township may request Respondents/Manufacturers to extend the period of time specified herein by written agreement between the Township and the Respondent(s) concerned.

A proposal shall not be withdrawn or cancelled by the Respondent/Manufacturer unless the Respondent submits a letter prior to the date and time of the proposal deadline. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the proposal.

The Township reserves the right to request clarification or additional information specific to any proposal after all proposals have been received and the RFP deadline has passed.

Scope of Work

The Township requires the manufacture of six (6) new rubber-tire, replica trolley vehicles for the fixed route service with five (5) options of one (1) additional trolley valid for five (5) years from the initial award. The Township is currently in the process of a transit operational plan and the Township desires the option to purchase additional trolleys for the potential expansion of service within the next five (5) years.

The Township's objective is procuring newly manufactured vehicles that meet the following minimum technical and physical characteristics and comply with all applicable federal and state requirements. **The following list contains the required specifications to be met by the proposed vehicles. All other specifications are the desired specifications, but the Township is amenable to deviations to obtain the best vehicle for the service.**

- i. Body Length - 27-30 feet
- ii. Body Width (excluding side mirrors) - 93-96 inches
- iii. Body Height - Maximum of 123 inches
- iv. Seated Passenger Capacity - Minimum of 22 Seated +4 Senior/Priority+2 Wheelchairs
- v. Americans with Disabilities Act (ADA) accessible lift or ramp.
- vi. Propane-fueled engine.
- vii. Engines certified at 0.2 grams per brake horsepower-hour of NOx or lower, as certified by the U.S. Environmental Protection Agency (EPA).

The Respondent/Manufacturer shall meet or exceed the requirements in Exhibit A, Technical Specifications.

Service and Parts

The Respondent/Manufacturer shall complete the forms in Exhibit D, Vehicle Specific Certifications. The Respondent/Manufacturer hereby guarantees to provide, within reasonable periods of time, spare parts, software, and all equipment necessary to maintain and repair the trolleys provided under this Contract for a period of at least five (5) years after the date of acceptance. Parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Manufacturer's then-current published pricing.

The Respondent/Manufacturer shall provide the current maintenance manual(s) in both digital and hard copy to the Township to include preventative maintenance procedures, diagnostic procedures, or troubleshooting guides as well as major component service manuals, current parts manual(s), aftermarket parts manual(s), and standard driver's manual as part of this Contract. The Respondent/Manufacturer shall provide the Township schematic designs specific to this Contract for the following components: electrical, A/C, mechanical, and fuel systems.

For all after-market parts, the Respondent/Manufacturer shall include manuals for each part that include but are not limited to technical support numbers, specific models with corresponding part numbers, and the approved alternate parts listing.

Warranty Requirements

The Respondent/Manufacturer shall provide a complete electronic list of serialized units installed on each trolley to facilitate warranty tracking for, but not limited to engine; transmission; alternator; starts; A/C compressor, condenser, and evaporator units; steering unit; fuel cylinders (if applicable); air compressor; and wheelchair ramp/lift.

The Respondent/Manufacturer shall complete the Exhibit D, Vehicle Specific Certifications, on the Warranty Service Support for each trolley and specific subsystems and components including, but not limited to complete bus/trolley; body and chassis structure, body paint, propulsion systems, and other subsystems. The other subsystems include but are not limited to brake systems; destination signs; heating and ventilating; air conditioning unit and compressor; door systems; air compressor; air dryer; wheelchair ramp/lift system; starter; alternator; charge air cooler; fire suppression; hydraulic system; and vehicle surveillance system.

The Respondent/Manufacturer shall state in their Proposal the manufacturer's warranties and guarantees to the Township for each complete bus/trolley and specific subsystems and components as listed above. The Respondent/Manufacturer shall also state all terms, conditions, exclusions, exceptions, and limitations associated with the warranties and guarantees and identify any pass-through or superior warranties. The Respondent/Manufacturer shall clearly state what is and what is not covered by warranties provided.

The Respondent/Manufacturer is responsible for all warranty-covered repair work. To the extent practicable, the Township will allow the Manufacturer or its designated representative to perform such work. Based on discussion and agreement between the Township and the Manufacturer, the Township may perform such work the Township and the Manufacturer determine what need to be done due to transit service or other requirements. Such work shall be reimbursed by the Manufacturer. The Respondent/Manufacturer shall propose a process and/or procedure to conduct warranty repairs by both the Township and the Manufacturer and provide a procedure for warranty-based reimbursements. The procedures shall also identify who verifies the warranty. The proposed repair procedures shall address timeframes, parts used, Manufacturer-supplied parts, defective components return, reimbursement for Township incurred costs for labor, parts and other related costs, warranty after part replacement, and/or repairs and forms.

Pre-Purchase Requirements

The Respondent/Manufacturer shall provide the assembly procedures for the trolleys to the Township as part of their Proposal. A detailed description of assembly procedures can be provided to the Township after selection, but a brief description of the assembly should be included in the Proposal. For third-party installations, the Respondent/Manufacturer shall provide separate procedures for those installations.

Quality Assurance

The Respondent/Manufacturer shall maintain a comprehensive quality assurance program. The Respondent/Manufacturer shall submit a description of their quality assurance program with their Proposal. The description shall include the organizational structure and staffing, areas of authority and responsibility, and functions. Functions shall include minimum functions (work instructions, records maintenance and corrective action), basic standards and facilities (configuration control, measuring and testing facilities, calibration of production tooling and equipment used by resident inspectors), maintenance of control (supplier/subcontractor control and purchasing data), manufacturing control (controlled conditions, completed items, nonconforming materials, statistical techniques and inspection status), inspection system (inspection personnel, inspection records, quality assurance audits and inspection stations), the integration of quality assurance into all phases of production from initiation of design through manufacture and preparation for delivery, and the control of quality in supplied articles. The Respondent/Manufacturer may submit their quality assurance program document, but not in lieu of the description. The Respondent/Manufacturer shall submit their quality assurance program document to the Township at the Pre-Production Meeting.

To assess the Manufacturer's compliance with the Technical Specifications, the Township and the Manufacturer shall at the Pre-Production Meeting jointly develop a configuration and performance review document for review of the trolleys. The document shall include appropriate performance standards for each test that is being required and the document shall become part of the official record of the Pre-Production Meeting.

Inspection

The Township might be represented by resident inspectors at the Manufacturer's plant. If the Township chooses to inspect the trolleys on site, the Township shall identify each inspector and shall also identify their level of authority in writing to the Contractor prior to the site visit and will coordinate with the Contractor on the appropriate date. The presence of a resident inspector in the plant shall not relieve the Manufacturer of its responsibility to meet all the requirements of this Contract.

Acceptance Tests

Fully documented tests shall be conducted on each production trolley following manufacture to determine its acceptance to the Township. These acceptance tests shall be pre-delivery inspections and testing by the Manufacturer and inspections and testing by the Township after the trolleys have been delivered.

Pre-Delivery Tests: The pre-delivery tests shall include visual and measured inspections, as well as testing the total operations. The tests shall be conducted and documented in accordance with written test plans approved by the Township. The Respondent/Manufacturer shall provide a typical test plan with their Proposal. The Manufacturer shall conduct the total operations test and record observed defects on test form. The Manufacturer shall retest the trolley when defects are corrected, and adjustments are made. The process shall continue until defects or required adjustments are no longer necessary.

Post-Delivery Tests: The Township will conduct acceptance tests on each delivered trolley. These tests shall be completed within seven (7) days after the trolley 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 the bus release and delivery to the Township. The post-delivery tests shall include visual inspection and operational tests. No post-delivery tests shall apply criteria that are different from the pre-delivery tests. Trolleys that fail to pass the post-delivery tests are subject to non-acceptance. The Township shall record details of all defects on the appropriate test forms and shall notify the Manufacturer of acceptance or non-acceptance of each trolley.

The Manufacturer shall complete and sign the Contractor Post-Delivery Certifications in Exhibit L, Contractor Post-Delivery Certification, which are:

- i. Buy America Certification
- ii. FMVSS Certification
- iii. Domestic Content Worksheet
- iv. Motor Vehicle Safety Pollution Requirements Certification

Repairs After Non-Acceptance: The Manufacturer is responsible for all repairs after non-acceptance. To the extent practicable, the Township will allow the Manufacturer or its designated representative to perform repair work. Based on discussions and agreement between the Township and the Manufacturer, the Township may perform such repair work determined to be done for acceptance. Such work shall be reimbursed by the Manufacturer. The Respondent/Manufacturer shall propose a procedure to complete repairs after non-acceptance. The proposed repair procedures shall address timeframes, parts used, Manufacturer-supplied parts, defective components return, reimbursement for Township-incurred costs for labor, parts, and other related costs, warranty after part replacement, and/or repair forms.

Delivery

Delivery of trolleys shall be determined by the signed receipt of the Township's designated agent at the point of delivery and may be preceded by a cursory inspection of the trolley. Delivery hours shall be 8:00 a.m. to 5:00 p.m. Monday through Friday.

Proposal Submission Procedures

The Township will accept responses from experienced individuals qualified to perform the services described in this RFP until the deadline for proposals as stated herein. Proposals received after the submittal deadline shall be deemed to be non-responsive.

Proposals shall include the following:

- **TITLE PAGE:** Show the solicitation title and number, name of Respondent, address, telephone number(s), e-mail, name of contact person and date and time due.
- **SECTION ONE:** Cover letter with a summary of the submittal and proposed contractor team, signed by an officer capable of contractually engaging the firm (two-page maximum). Please acknowledge receipt of all addenda by completing and attaching Exhibit E, Acknowledgement of Addenda, as an attachment to the letter.
- **SECTION TWO:** Technical Proposal shall include the following:
 - Respondent/Manufacturer shall provide a detailed technical proposal that meets the technical specification and requirements shown in Exhibit A, Technical Specification.
 - Respondent/Manufacturer shall submit a typical pre-delivery test plan.
 - Respondent/Manufacturer shall propose a process and/or procedure to effect repairs after non-acceptance for repairs by both the Township and the Contractor.
 - Respondent/Manufacturer shall propose a process and/or procedure to effect warranty repairs for repairs by both the Township and the Contractor.
 - Respondent/Manufacturer shall provide a copy of the Altoona Test Report in an appendix for the make and model of bus proposed. The test report does not count against the total page count of the proposal.
 - Respondent/Manufacturer shall provide an Environmental Protection Agency certification for the proposed engine, which shows the engine is certified at 0.2 grams per brake horsepower-hour of NOx or lower. Any proposal not meeting this requirement shall be removed from consideration for selection.
- **SECTION THREE:** Price Proposal for the six trolleys (Exhibit J) with five (5) options for an additional trolley and other optional items as listed in Exhibit A, Technical Specification.
- **SECTION FOUR:** Profile / Qualifications / Previous Performance / Experience and Key Personnel of Respondent/Manufacturer
 - Respondent/Manufacturer's organizational structure, location of company, and location of final assembly.

- **EXHIBIT G:** Respondent/Manufacturer's qualifications with manufacturing and delivery the Trolleys.
 - List of key personnel to be assigned to the Township project with proposed responsibilities and resumes for each to include relevant work experience, education and professional development.
 - List of similar projects to the trolleys being requested by the Township.
 - **EXHIBIT F:** Three (3) references for which the Respondent/Manufacturer has provided a similar vehicle. Include a point of contact, current telephone number, e-mail and a brief description of the vehicles provided. If there is a reference from an agency in Texas, please provide.
- **SECTION FIVE:** Appended Materials and required forms
 - **EXHIBIT B:** Federally Required Contract Clauses in this solicitation signed by Official with Contracting Authority
 - **EXHIBIT C:** State Required Contract Certifications in this solicitation signed by Official with Contracting Authority
 - **EXHIBIT D:** Vehicle Specification Certifications in this solicitation signed by Official with Contracting Authority
 - **EXHIBIT J:** List of subcontractors, if any, being used on this project.
 - **EXHIBIT I:** Documentation of compliance with insurance requirements.
 - **EXHIBIT K:** Copies of Deviations submitted on January 19, 2024.

All proposals shall be reviewed to determine which proposals are responsive to the submission requirements detailed herein. A responsive Proposal is one that follows the RFP requirements, includes all requested documentation, is submitted in the format outlined, is submitted by the Proposal deadline, and has the appropriate certifications and forms completed with signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed nonresponsive.

Proposals deemed to be responsive will be reviewed by a staff review team for evaluation and recommendation. The recommended provider(s) will then be presented to the Township Board of Directors for their consideration and final approval.

Required Proposals

Interested firms and individuals are requested to submit **five (5) complete copies** of their response to this RFP. In addition, responders are requested to include **one (1) digital copy of their complete response**.

Responders should limit their responses to **thirty-five (35) pages maximum**. Appended materials are not included in this page limit but will count toward scoring or evaluation of the submittal for responsiveness.

Evaluation Criteria

Contractor qualifications and abilities will be evaluated according to the following criteria:

Product design and performance – **30 Points**

Purchase price and terms– **25 Points**

Delivery schedule– **20 Points**

Qualifications and Organizational capabilities – **15 Points**

Financial responsibility and Reputation of the Respondent/Manufacturer – **10 Points**

Total: 100 Points

Selection Process

Recommendations and requirements as set-forth in [FTA Circular 4220.1F, as amended](#) and the [FTA Best Practices Procurement and Lessons Learned Manual \(BPPLLM\)](#) will be used as guidance in reviewing proposals received in response to this RFP.

A committee consisting of Township staff will evaluate proposals deemed to be responsive to this solicitation and make recommendations for selection. Recommendations will be based upon responses to the evaluation criteria outlined in previous sections of this solicitation. Recommendations will be determined based on which provider(s) is/are deemed to be most advantageous to, and in the best value and interest of the Township.

The Township shall not be responsible for any costs related to the submission of a response or any other costs to any prospective provider in responding to this solicitation.

The Township reserves the right, at its sole discretion, to reject any or all responses and to waive irregularities, except the timeliness of submission. The Township reserves the right to contract with and/or secure vehicle manufacturing services from other contractors as deemed necessary by the Township. This RFP in no manner obliges the Township to pursue any contractual relationship with any entity that responds to this solicitation. The Township further reserves the right to cancel this RFP at any time.

Respondents/Manufacturers may be required to make an oral presentation to the selection committee to further present their qualifications. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the Vehicles to be provided and the approach to be used. As a result of these discussions, the Township may request Respondents/Manufacturers to submit a best and final offer.

Form 1295 – Certificate of Interested Parties

In compliance with State of Texas Government Code, Section 2252.908, **the successful respondent awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 –**

“Certificate of Interested Parties”; and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us

At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.

General Conditions

Compliance with Laws, Regulations and Policies

All work to be undertaken as a result of this qualifications-based selection process must be consistent with all pertinent Federal, State, County and local laws, regulations, and policies.

The professional services contract for these services will include an attachment regarding the provisions of the FTA Master Grant Agreement which would be binding upon any contractors (and subcontractors) working on behalf of the Township on FTA-funded projects.

Project Files, Data, Maps and Other Materials – Maintenance & Ownership

The selected contractor (Contractor) shall establish and maintain files for projects and tasks undertaken for or on behalf of the Township. The files shall contain all records, calculations, task documents, reports, collected data and all other documentation pertaining to the work performed by the Contractor (including all subcontractors and other firms which may be involved on the project). The files shall be delivered to the Township upon delivery of each vehicle. All technical memoranda, reports, and other materials shall be provided to the Township in source (native) format and in Portable Document Format (PDF). Word processing format shall be Microsoft Word format, spreadsheets shall be in Microsoft Excel format, and maps, if any, shall be in ArcGIS shapefiles or other formats, as requested.

The Township will own all materials prepared by the Contractor in whatever format they are created and stored. Provided that credit to the creating contractors or professional is given, the Township may use the materials in any manner whatsoever.

Deliverables

The Contractor shall submit, as may be required under the scope of services, draft and final technical memoranda, reports, manuals, and other deliverables to the Township Project or Program Manager. These materials shall be provided upon delivery of each vehicle. These materials are not to be further disseminated without prior permission from the Township Project or Program Manager. All technical memoranda, vehicle diagrams, and manuals shall be complete, technically and factually accurate, clear, concise, well-organized and grammatically correct. Reports shall be written in a manner sufficient for a person not specifically familiar with the subject or area to understand.

Opening of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process. See "Confidentiality of Proposals", below.

Disqualification

The Township reserves the right to disqualify a prospective contractor before or after the proposal deadline of submittal, upon evidence of collusion with intent to defraud, other illegal practices, or other practices on the part of the prospective contractor deemed harmful to the Township.

Confidentiality of Proposals

When the award is made, and a contract is executed, proposals are subject to review under the "Texas Public Information Act". To the extent permitted by law, prospective contractors may request in writing

non-disclosure of certain proprietary information. Such information shall accompany the proposal, be readily separable from the proposal, and shall be clearly marked "CONFIDENTIAL". While the Township cannot guarantee or opine on the protected nature of any such designated information, it will make a good faith attempt to notify the provider of such information of subsequent requests by third parties for such designated information such that the provider of the information may seek to establish the confidentiality of same in accordance with the Texas Public Information Act.

Interested firms and individuals should submit their responses to this RFP by January 31, 2024, no later than 2:00 p.m. (Central Time) at the offices of

The Woodlands Township
Attn: Ruthanne Haut
2801 Technology Forest Blvd.
The Woodlands, TX 77381

No faxes or digital (email) submissions will be accepted.

Disadvantaged Business Enterprise (DBE)

The Woodlands Township has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26.

There is no contract goal associated with this procurement. However, the Township is committed to the utilization of DBEs on all DOT-assisted projects toward attainment of the Township's established overall goal of 2.61%. There is not a DBE Contract Goal on this procurement.

It is the policy of the Township to facilitate and assure that each prime contractor or subcontractor participating on Township DOT-assisted contracts will facilitate DBE participation by:

- Complying with 49 CFR Part 26 through Transit Vehicle Manufacturers (TVMs) DBE requirements;
- Not discriminating on the basis of race, color, religion, national origin, sex, disability, or age;
- Implementing the Township's DBE program; and
- Verifying DBE Certification.

Notice to Offerors

Notice to all offerors is hereby provided that, in accordance with all applicable federal, state, and local laws, The Township will ensure that DBEs are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract(s) executed pursuant to this advertisement.

Certification of Debarment

By submitting a response to this RFP, a respondent is certifying that neither its firm nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, under federal criminal indictment, or otherwise excluded from participation in this procurement process by any federal department or agency.

Further, if any of the aforementioned situations occurs during the course of the procurement, the respondent is required to immediately inform The Township thereof.

Invoicing & Payment

Upon acceptance of each trolley by the Township, the Respondent/Manufacturer shall submit its invoice for the vehicle. Invoices are to be sent to The Township's administrative office located at 2801 Technology Forest Blvd., The Woodlands, TX 77381. The Township is tax exempt therefore invoices cannot include any sales taxes.

The Township will pay invoices on a net 30-day payment cycle or three (3) days after the receipt of State and Federal funds, whichever is later. Such payment terms are contingent upon the receipt of State and Federal funds.

Loss of such funds will nullify the Contract.

Contractor's monthly invoice shall not be deemed complete, and payment shall not be authorized, unless each of the following monthly reports is provided in a form to be approved by the Township.

- The payment request in an amount correctly determined in accordance with the Schedule of Prices less any adjustments.
- Contractor Post-Delivery Certifications included in Exhibit L.

Prompt Payment Policy

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the Township to the Respondent/Manufacturer will be made within thirty (30) days of the date the Township receives goods under this Contract, the date the performance of the services under this Contract are completed, or the date the Township receives a correct invoice for the goods or services, whichever is later.

The Township shall make all payments in accordance with the Price Proposal as full compensation for all costs and expenses of completing the work in accordance with the Contract, including but not limited to all labor, equipment and material required, overhead, expenses, storage and shipping, risks and obligations, fees and profit, and any unforeseen costs.

The Respondent/Manufacturer may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the Township in the event:

- There is a bona fide dispute between the Respondent/Manufacturer and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late;

- There is a bona fide dispute between the Respondent/Manufacturer and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late;
- The terms of a federal contract, grant, regulation or statute prevent the Township from making a timely payment with federal funds; OR
- The invoice is not mailed to the Township in strict accordance with any instruction on the purchase order relating to the payment.

Contractor Status

Contractor will be an independent Contractor of the Township, and all persons employed to furnish services or to perform work under the contract are employees, agents or subcontractors of Contractor and not of the Township. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. No provision of this RFP or any resultant contract shall be construed to give rise to a partnership, joint venture, agency, employer/employee relationship, or any relationship between Contractor and the Township other than that of principal and independent Contractor.

Indemnification/Defense of The Township

Contractor will be required to assume full liability and responsibility for, and release and covenant and agree to indemnify, hold harmless and defend the Township and the members of the Board of Directors and executive committee, officers, principals, agents and employees of the Township (hereinafter collectively "Indemnified Persons") from and against any and all damages, payments, costs, losses, expenses, and liability of every kind whatsoever related to all claims for damages or injuries to persons or property of any nature whatsoever (including any claims which may arise on the part of the contractors, its officers, agents, principals, employees, and subcontractors) arising out of or incident to this solicitation or the contract(s) resulting from this solicitation, or which are in any way related to such solicitation or contract(s) or to Contractor's activities thereunder, or are incident to the grant or exercises of any of the rights and privileges described in such solicitation or contract(s), other than claims resulting solely from the negligence of one or more of the Indemnified Persons. By way of inclusion and not limitation, the liability and responsibility assumed and the claims, damages, payments and expenses released and indemnified against are specifically agreed to include any growing out of or related to libel, slander, and the like, and infringement of patents, copyrights, trademarks, service marks and the like, including claims arising out of the use by any of the Indemnified Persons of any documentation, publication, appliance, tool, equipment or apparatus supplied under such solicitation or contract(s).

The Township will promptly notify Contractor of any such claim and will cooperate with Contractor in defending against any such claim. In the event any suit or legal proceeding of any kind is brought against any of the Indemnified Persons on account of any claim described in the preceding paragraph, Contractor agrees to assume the defense thereof and to pay all expenses relating thereto and in connection therewith and all judgments and levies that may be obtained against any of the Indemnified Persons as a result of

any such suit or proceeding, specifically including fines, penalties, attorney's fees, exemplary damages, and interest; and Contractor agrees to at once cause any such judgments and levies to be dissolved and discharged by paying same, giving bond or otherwise.

Contractor also agrees to pay the Township promptly upon receipt of statements therefore, any and all attorney's fees and other expenses reasonably incurred by it directly or indirectly related to any claims.

No Assignment

Any Contract resulting from or related to this solicitation and all rights and obligations thereunder are non-assignable in whole or in part by Contractor without the prior express written consent of the Township, and any attempted assignment without such consent shall constitute a material default of Contractor under the underlying contract and may be considered void for all purposes at the election of the Township.

Changes

The Director of Transportation & Infrastructure or his/her designee may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under the contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly; provided, however, it is understood that any such adjustment will be calculated on the basis of the service adjustment rates specified in the contract only if there is requested a 25 percent or less increase or decrease per year in the level of service over or under the amount originally awarded to the Contractor. The 25 percent shall be calculated on the basis of total annual revenue hours. If greater than 25 percent increase or decrease per year in the level of service over or under the total amount originally awarded to the Contractor occurs, the rates contained in the contract shall be subject to renegotiations. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer or his/her designee grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will charged shall be furnished without the prior written authorization of the Contracting Officer or his/her designee.

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Scope

The Township is currently seeking bids for the purchase of six (6) thirty-foot (excluding the cowcatcher) propane-powered replica trolleys. The Manufacturer is to provide all materials, labor, and equipment necessary for this rolling stock purchase.

The Township will use the term “Manufacturer” to mean Offeror, Contractor, and selected Manufacturer throughout this specification.

Legal Requirements

The Manufacturer shall comply with all applicable federal, state, and local regulations. These shall include, but not be limited to, the Americans with Disabilities Act (ADA) as well as state and local accessibility, safety, and security requirements. The trolley shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS) and shall accommodate all applicable Federal Motor Carrier Safety Regulations (FMCSR) in effect at the date of manufacture.

The manufacturer shall certify that the trolley offered has been designed, manufactured, assembled, and tested for its intended use and will be fully functional. In the event of any conflict between the requirements of this specification and any applicable legal requirement, the legal requirement shall prevail. Technical requirements that exceed the legal requirements are not considered to conflict.

Overall Requirements

The Manufacturer shall ensure that the application and installation of the trolley subcomponents and systems are compliant with all such subcomponent vendors’ requirements and recommendations. The Manufacturer and the Township shall identify subcomponent vendors that shall submit installation/application approval documents with the completion of the first trolley. Components used in the vehicle shall be proven for transit services.

As identified in the Scope of Work, the identified seven (7) items listed are required to be able to operate the trolley in the Township. All other specifications are the desired specifications, but the Township is amenable to deviations to obtain the best vehicle for the service.

- i. **Body Length - 27-30 feet**
- ii. **Body Width (excluding side mirrors) - 93-96 inches**
- iii. **Body Height - Maximum of 123 inches**
- iv. **Seated Passenger Capacity - Minimum of 22 Seated +4 Senior/Priority+2 Wheelchairs**
- v. **Americans with Disabilities Act (ADA) accessible lift or ramp.**
- vi. **Propane-fueled engine.**

- vii. Engines certified at 0.2 grams per brake horsepower-hour of NOx or lower, as certified the U.S. Environmental Protection Agency (EPA).

Body Requirements

The Manufacturer shall provide six (6) propane-powered replica trolleys with five (5) options of one (1) additional trolley. The trolleys shall be capable of extended daily use (up to 14 hours in service) and be manufactured and tested for public transit use.

Body Dimensions

Body Length (excluding cowcatcher)	27-30 feet
Body Width (excluding side mirrors)*	93-96 inches
Body Height	Maximum of 123 inches
Interior Headroom	98 inches
Floor Height	22 inches
Aisle Width	Minimum of 22 inches
Seated Passenger Capacity	Minimum of 22+4+2WC

* The vehicle width shall be as narrow as practical.

Due to corridors along the transit route in the Township, the body width and height restrictions are imperative not exceed for the successful use of the trolley.

Weight

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

Capacity

The trolley design shall be designed to carry the gross vehicle weight, which shall not exceed the vehicle GVWR.

Service Life

The minimum useful design life of the trolley in transit service shall be at least 10 years or 350,000 miles or seven (7) days a week, 14 hours per day of service. It shall be capable of operating at least 35,000 miles per year including the 10th year.

Interchangeability

Unless otherwise agreed, all units and components procured under this Contract, whether provided by suppliers or manufactured by the Manufacturer, shall be duplicated in design, manufacture, and installation to ensure interchangeability among trolleys in this group order. The interchangeability shall extend to the individual components as well as to their locations in the trolleys. The components shall include, but are not limited to, window hardware, interior trim, lamps, lamp lenses, and seat assemblies.

Any one component or unit used in the construction of these trolleys shall be an exact duplicate in design, manufacture, and assembly for each trolley in this Contract. Manufacturer shall identify and secure approval for any changes in components or unit construction provided within a Contract.

In the event that the Manufacturer is unable to comply with the interchangeability requirements, the Manufacturer must notify the Township and obtain the Township's prior written approval, including any change in pricing.

The Township shall review proposed product changes on a case by case basis and shall have the right to require extended warranties to ensure that product changes perform as well as the originally supplied products.

Technical Requirements

System & Component Accessibility

All systems or components subject to periodic maintenance or that are subject to periodic failures shall be readily accessible for service and inspection. To the extent practicable, removal or physical movement of components unrelated to the specific maintenance and/or repair tasks involved shall be unnecessary.

Operating Environment

The trolley shall achieve normal operation in ambient temperature ranges of -10 degrees to 115 degrees Fahrenheit, at relative humidity between 5 percent and 100 percent, and at altitudes up to 1,000 feet above sea level. Degradation of performance due to atmospheric conditions shall be minimized at temperatures below -10 degrees Fahrenheit, above 115 degrees Fahrenheit, or at altitudes above 1,000 feet above sea level.

Noise

Exterior Noise

Airborne noise generated by the trolley and measured from either side shall not exceed 83 dBA under full power acceleration when operated at or below 35 mph at curb weight and just prior to transmission upshift. The maximum noise level generated by the trolley pulling away from a stop at full power shall not exceed 83 dBA. The trolley-generated noise at curb idle shall not exceed 65 dBA. Noise readings shall be taken 50 feet away with all accessories operating. The pull away test shall begin with the front bumper even with the microphone. The curb idle test shall be conducted with the rear bumper even with the microphone.

Interior Noise

The combination of inner and outer panels and any material used between the panels shall provide sufficient sound insulation so that a sound source with a level of 80 dBA measured at the outside skin of the trolley shall have a sound level of 65 dBA or lower at any point inside the trolley. These conditions

shall prevail with all openings, including doors and windows, closed and with the propulsion/drive system and accessories switched off.

Maximum internal noise level shall not exceed 75 dBA in the driver's area near normal driver ear level and 80 dBA in all other areas in the interior of the vehicles under all normal operating conditions at locations inside the trolley in adherence with the standards of ISO 5128.

Fire Safety

The trolley shall be designed and manufactured in accordance with all applicable fire safety and smoke emission regulations. These provisions shall include the use of fire-retardant/low-smoke materials, fire detection and suppression systems, firewalls, and facilitation of passenger evacuation.

All materials used in the construction of the trolley shall be in accordance with the Recommended Fire Safety Practices defined in FTA Docket 90, dated October 20, 1993. Firewalls shall be provided between the trolley interior areas and the engine compartment. The engine compartment shall include the areas in which the engine, transmission, and exhaust system are housed. The firewalls shall satisfy the requirements defined in FTA Docket 90.

Respect for the Environment

In the design and manufacture of the trolley, the Manufacturer shall make every effort to reduce the amount of potentially hazardous waste. In accordance with Section 6002 of the Resource Conservation and Recovery Act, the Manufacturer shall use, whenever possible and allowed by the specifications, recycled materials in the manufacture of the trolley.

The Manufacturer shall provide a plan for reuse or recycling of replaced battery cells, modules and/or physical packs, as needed.

Elderly and Disabled Passengers

The Manufacturer shall comply with all applicable Federal requirements defined in the Americans with Disabilities Act, 49 CFR Part 38, and all state and local regulations regarding mobility-impaired persons. Local regulations are defined as those below the state level.

Training

Hands-on training sessions shall be provided on vehicle operation and maintenance. The vehicle operations training will be provided to a team of trolley drivers and will cover a minimum of four (4) hours per driver. An orientation of vehicle maintenance and key components lasting at least eight (8) hours per mechanic will be provided. This orientation for mechanics, supervisors, and trolley drivers will include an overview of the key vehicle systems and how they should be maintained. It will also include how to read and work from the parts books and vehicle as build and electrical schematics prints supplied.

Driver and maintenance training will commence within thirty (30) days after the first trolley is delivered. All training shall take place in the Township. All training/travel costs are included in the unit price of the vehicle.

Vehicle Performance

Power Requirements

Top Speed

The trolley shall be capable of achieving a top speed of 75 mph on a straight, level road at GVWR with all accessories operating. The trolley shall be capable of safely maintaining the vehicle speed according to the recommendations by the tire manufacturer. The top speed and speedometer revolution should meet SAE J678. Manufacturer shall supply the Township with data if there is a variance between peak performance and sustained vehicle performance.

Startability and Gradeability

The propulsion system shall enable the trolley to start from a full stop and achieve and maintain a speed of 40 mph on a 2.5 percent ascending grade continuous and 10 mph on a 10 percent ascending grade continuous.

Operating Range

The operating range of the trolley run on the design operating profile shall be at least 340 miles with full fuel capacity. The trolley shall be designed to be operated for 14 hours a day, seven (7) days a week. The trolley shall be designed to operate in transit service for at least 10 years or 350,000 miles. It shall be capable of operating at least 35,000 miles per year.

Drivetrain

Engine

The engine used shall be front mounted Ford F53 V8-7.3L 280 HP or approved equal compatible with propane fuel. The following description includes the salient characteristics that are required for the trolley engine. The engine will utilize a full flow spin-on filter and the oil pan will have a magnetic drain plug. The engine shall meet or exceed all CARB minimum requirements for the year the vehicle is manufactured.

The engine starter shall be protected by an interlock that prevents its engagement when the engine is running. The engine control system shall shut down the engine automatically when parameters established for critical functions are exceeded. The on-board diagnostic system shall trigger a visual and audible alarm to the driver when the engine control unit detects a malfunction, and the engine shutdown system is activated. Automatic shutdown shall only occur when parameters established for the functions below have exceeded engine manufacturer recommendations:

- Coolant Level
- Coolant Temperature
- Oil Pressure
- Oil Temperature
- Intake Manifold Temperature

A control shall be available to the driver, to allow override of the engine shutdown system if engine power is required to move the trolley in emergency conditions.

Cooling Systems

The cooling systems shall be of sufficient size to maintain all engine and transmission fluids and engine intake air at safe, continuous operating temperatures during the most severe operations possible, and in accordance with engine and transmission manufacturer's cooling system requirements.

Air Cleaner Systems

The air cleaner system shall be a heavy-duty, replaceable pleated paper element type.

Transmission Cooling

The transmission shall be cooled by a separate heat exchanger sized to maintain operating fluid within the transmission manufacturer's recommended parameters of flow, pressure, and temperature.

The transmission cooling system shall be matched to retarder and engine cooling systems to ensure that all operating fluids remain within recommended temperature limits established by each component manufacturer.

Retarder

The retarder shall be incorporated into the transmission Allison 300R or approved equal. Manufacturer shall be responsible for ensuring appropriate retarder transmission that is used is proper size and weight of vehicle.

Fluid Lines, Fittings, and Clamps

All fluid lines and air pipework shall be composed of stainless steel tubing where practicable except in locations where the Township specifically requires flexible lines. All flexible lines used will be stainless steel crimp-on. There shall be no incompatible metals in the system that would cause galvanic/electrolysis corrosion fittings will be manufactured by Aeroquip or approved equal.

Heating, Ventilating and Air Conditioning

The HVAC climate control system shall be capable of controlling the temperature and maintaining the humidity levels of the interior of the trolley. The HVAC may be roof, rear or underfloor mounted, but the height of the trolley and all equipment must not exceed 123 inches tall due to bridge clearance heights within the Township.

With the trolley running at the design operating profile with corresponding door opening cycle and carrying a number of passengers equal to 150 percent of the seated load, the HVAC system shall control the average passenger compartment temperature within arrange between 65 and 76 °F, while maintaining the relative humidity to a value of 50 percent or less. The system shall maintain these conditions while subjected to any outside ambient temperatures within a range of 10 to 95 °F and at any ambient relative humidity levels between 5 and 50 percent. Demonstrate this requirement after first reaching a stabilized interior temperature of 70 ±3 °F with full passenger and solar load.

When the trolley is operated in outside ambient temperatures of 95 to 115 °F, the interior temperature of the trolley shall be permitted to rise 0.5 °F for each degree of exterior temperature in excess of 95 °F.

When the trolley is operated in outside ambient temperatures in the range of -10 to 10 °F, the interior temperature of the bus shall not fall below 55 °F while the trolley is running on the design operating profile.

Fuel & Exhaust Systems

All fuel systems need to be compatible with propane. No other fuel types are being considered by the Township at this time.

Fuel Tank

The fuel system shall meet or exceed National Fire Protection Association standards. The fuel tank shall meet or exceed DOT standards. The fuel tank shall be securely mounted to the trolley to prevent movement during trolley maneuvers and shall be of sufficient capacity to meet the minimum operating range previously specified. The tanks shall be double walled and composite wrapped and installed in a location that is most protected from accident or road hazards.

Fluid Lines, Fittings, and Clamps

All fluid lines and air pipework shall be composed of steel tubing where practicable except in locations where the Township specifically requires flexible lines. All flexible lines used will be stainless steel crimp-on. Fittings will be manufactured by Aeroquip or approved equal. All fuel lines and fittings will be stainless with no exceptions and there shall be no uncommon materials in the system that may cause electrolysis and thus corrosion.

Exhaust System

The exhaust system shall be of steel construction with welded joints. Sufficient hangers with rubber isolators shall be used to ensure stability of the pipe during operation. The tail pipe shall terminate at the rear street side of the vehicle and the exhaust tip should direct the fumes downward. The tail pipe must be mounted to provide maximum road clearance. The engine shall meet all applicable emission standards. The engine used shall meet TCEQ and EPA requirements for the year of vehicle it is used in. It is the manufacturer's responsibility to ensure compliance with all local, state, and federal requirements.

Chassis

Chassis

The chassis used shall be a front mounted Ford F53 V8-7.3L 280 HP or approved equal. Salient characteristics include a GVWR of 18,500 lb. and customizable chassis with a wheelbase to accommodate the capacity required.

Front Axle

The front axle shall be capable of supporting a minimum of 12,000 lbs. of weight.

Rear Axle

The rear axle shall be capable of supporting a minimum of 20,000 lbs. of weight.

Wheels

The wheels shall be powder-coated steel wheels color to match the vintage look of the trolley. Manufacturer shall provide an option price to provide Alcoa Aluminum polished wheels.

Tires

Tires shall be suitable for the conditions of transit service and sustained operation at the maximum speed capability of the trolley. Load on any tire at GVWR shall not exceed the tire supplier's rating.

Body Specifications

Body

The trolley shall have a clean, smooth, and simple design. The exterior and body features, including grilles and louvers, shall be shaped to facilitate cleaning by automatic bus washers without snagging washer brushes. Water and dirt shall not be retained in or on anybody feature to freeze or bleed out onto the trolley after leaving the washer. The body and windows shall be sealed to prevent leaking of air, dust, or water under in climate driving rain or in general normal operating conditions and during cleaning in automatic bus washer for the service life of the trolley. Exterior panels shall be sufficiently stiff to prevent vibration, drumming or flexing while the trolley is in service. When panels are lapped, the upper and forward panels shall act as a watershed. The windows, hatches, and doors shall be able to be sealed to

prevent water, dust, or air intrusion. Accumulation on any window of the trolley of spray and splash generated by the wheels on a wet road shall be minimized. All wood trim shall be installed only after the paint and skin coatings are applied and properly cured and tested. The wood trim shall be installed to prevent water puddling under the trim and provide efficient draining of any water or moisture.

Crashworthiness

The trolley body and roof structure shall withstand a static load equal to 150 percent of the curb weight evenly distributed on the road with no more than a 6-inch reduction in any interior dimension. Windows shall remain in place and shall not open under such a load.

The trolley shall withstand a 25 miles per hour impact by a 4,000-pound automobile at any point, excluding doorways, along either side of the trolley with no more than 3 inches of permanent structural deformation at seated passenger hip height. This impact shall not result in sharp edges or protrusions in the trolley interior.

Exterior panels below the rub rail and their supporting structural members shall withstand a static load of 2,000 pounds applied perpendicular to the trolley anywhere below the rub rail by a pad no larger than 5 inches square. This load shall not result in deformation that prevents installation of new exterior panels to restore the original appearance of the trolley.

Materials

Body materials shall be selected, and the body fabricated to reduce maintenance, extend durability, and provide consistency of appearance throughout the service life of the trolley. Detailing shall be kept simple while maintaining the “vintage trolley” look; add-on devices and trim, where, necessary, shall be minimized and integrated into the basic design. The body panels shall be aluminum.

Corrosion

The trolley shall resist corrosion from atmospheric conditions and road salts. It shall maintain structural integrity and nearly maintain original appearance throughout its service life, provided the Township maintains it in accordance with the procedures specified in the Manufacturer’s service manual. All exposed surfaces and the interior surfaces of tubing and other enclosed members shall be corrosion resistant. All materials that are not inherently corrosion resistant shall be protected with corrosion-resistant coatings. All structural tubing stock shall have applied anticorrosion cavity protection.

All joints and connections of dissimilar metals shall be corrosion-resistant and shall be protected from galvanic corrosion. Representative samples of all materials and connections shall withstand a two-week (336-hour) salt spray test in accordance with the American Society of Testing and Materials (ASTM) procedures B-117 with no structural detrimental effects to normally visible surfaces, and no weight loss of over one (1) percent.

Exterior wood trim shall be constructed of a material that has a realistic woodgrain look and can withstand Houston/Gulf Coast weather fluctuations, heat, and humidity extremes. The Township shall identify the

color of the stain and clear varnish shall be of a marine grade to protect the wood against the salt air and from rain and bus wash water pooling under the trim pieces.

Resonance and Vibration

All structure, body and panel-bending mode frequencies, including vertical, lateral, and torsional modes, shall be sufficiently removed from all primary excitation frequencies to minimize audible, visible, or sensible resonant vibrations during normal service.

Fire Protection

The trolley shall conform to the National Fire Protection Associations Standards (NFPA52). The passenger and engine compartments shall be separated by a bulkhead(s) that shall be a firewall, by incorporation of fireproof materials in its construction.

This firewall shall preclude or retard propagation of an engine compartment fire into the passenger compartment and shall be in accordance with the recommended fire safety practices defined in FTA Docket 90, dated October 20, 1993. Only necessary openings shall be allowed in the firewall, and these shall be fireproofed. Any passageways for the climate control system air shall be separated from the engine compartment by fireproof material. Piping will be routed through the undercarriage of the vehicle to maintain the replica trolley appearance.

Piping through the bulkhead shall have copper, brass, or fireproof fittings sealed at the firewall with copper or steel piping on the forward side. Wiring may pass through the bulkhead only if connectors or other means are provided to prevent or retard fire propagation through the firewall. Engine access panels in the firewall shall be fabricated of fireproof material and secured with fireproof fasteners.

These panels, their fasteners, and the firewall shall be constructed and reinforced to minimize warping of the panels during a fire that will compromise the integrity of the firewall.

Distortion

The trolley, loaded to gross vehicle weight rating (GVWR) and under static conditions, shall not exhibit deflection or deformation that impairs the operation of the steering mechanism, doors, windows, passenger escape mechanisms, and service doors. Static conditions shall include the vehicle at rest with any one wheel or dual set of wheels on a 6-inch curb or in a 6-inch-deep hole.

Structure

The structure of the trolley shall be designed to withstand the transit service conditions typical of an urban duty cycle throughout its service life.

Windows

Windshield

The windshield shall permit a driver's field of view as referenced in SAE J1050. The vertically upward view shall be a minimum of 14 degrees, measured above the horizontal and excluding any shaded band. The vertically downward view shall permit detection of an object 3½ ft high no more than 2 ft in front of the trolley. The horizontal view shall be a minimum of 90 degrees above the line of sight. Any binocular obscuration due to a center divider may be ignored when determining the 90 degree requirement, provided that the divider does not exceed a 3 degree angle in the driver's field of view. Windshield pillars shall not exceed 10 degrees of binocular obscuration to avoid blind spots that arise with the "vintage trolley" esthetic. The windshield shall be designed and installed to minimize external glare as well as reflections from inside the trolley.

The windshield glazing material shall have a ¼ inch nominal thickness laminated safety glass conforming to the requirements of ANSI Z26.1 Test Grouping AS-1 and the recommended practices defined in SAE J673. The maximum permissible light transmittance (or luminous transmittance) shall be - and the maximum permissible solar energy transmittance shall be as measured by ASTM-424. The windows shall also have UV protection from UVA and UVB rays to help insulate the trolley; this protection can come from the windows themselves or with protective film installed.

Windshield Wipers

The trolley shall be equipped with a variable speed windshield wiper for each section of the windshield, with separate controls for each section including the center windshield if three pieces. If powered by compressed air, exhaust from the wiper motors shall be muffled or piped under the floor of the trolley. No part of the windshield wiper mechanism shall be damaged by manual manipulation of the arms. Both wipers shall park along the edges of the windshield glass. Windshield wiper motors and mechanisms shall be easily accessible for repairs or service from inside or outside the trolley and shall be removable as complete units. The fastener that secures the wiper arm to the drive mechanism shall be corrosion resistant.

Windshield Washers

The windshield washer system shall deposit washing fluid on the windshield and, when used with the wipers, shall evenly and completely wet the entire wiped area. If powered by compressed air, all fluid shall be purged from the lines after each use of the washers.

The windshield washer system shall have a minimum of three (3)-gallon reservoir, located for easy refilling and protected from freezing. Reservoir pumps, lines, and fittings shall be corrosion-resistant, and the reservoir itself shall be translucent for easy determination of fluid level.

Driver's Side Window

The driver's side window shall not be bound in place and shall be easily replaceable. The driver's side window glazing material shall have a 1/8 in. nominal thickness laminated safety glass conforming to the requirements of ANSI Z26.1-1996 Test Grouping AS-2 and the recommended practices defined in SAE J673. The maximum permissible light transmittance (or luminous transmittance) shall be - and the maximum permissible solar energy transmittance shall be as measured by ASTM-424. The windows shall also have UV protection from UVA and UVB rays to help insulate the trolley; this protection can come from the windows themselves or with protective film installed.

The driver-sized window must include a pull-down shade for the driver's use.

Passenger Windows

Passenger windows shall not be bonded in place but shall be easily replaceable without disturbing adjacent windows and shall be mounted so that flexing or vibration from engine operation or normal road excitation is not apparent. All aluminum and steel material will be treated to prevent corrosion. The passenger windows have a vertical slider with a center glass drop sash design with a two (2) point latch system or similar passenger window with access. The passenger window glazing material shall have a 1/8 in. nominal thickness laminated safety glass conforming to the requirements of ANSI Z26.1-1996 Test Grouping AS-2 and the recommended practices defined in SAE J673. The maximum permissible light transmittance (or luminous transmittance) shall be - and the maximum permissible solar energy transmittance shall be as measured by ASTM-424. The windows shall also have UV protection from UVA and UVB rays to help insulate the trolley; this protection can come from the windows themselves or with protective film installed.

While all windows have a latch system, two passenger side windows and one window in the back of the trolley will have full emergency access for passenger egress in an emergency situation. Emergency access windows will have proper signage around the windows.

Towing

Each towing device shall withstand, without permanent deformation, tension loads up to 1.2 times the curb weight of the trolley within 20 degrees of the longitudinal axis of the trolley. The rear towing device(s) shall not provide a foothold for unauthorized riders. The front towing devices shall allow attachment of a rigid tow bar and shall permit lifting and towing of the trolley, at curb weight, by the towing devices and the tow bar until the front wheels are clear of the ground. The method of attaching the tow bar shall require the specific approval of the Township prior to submittal of bids/proposals. Each towing device shall accommodate a crane hook with a one (1)-inch throat.

Jacking

It shall be possible to safely jack up the trolley, at curb weight, with a common ten (10)-ton floor jack when a tire or dual set is completely flat and the trolley is on a level, hard surface, without crawling under any portion of the trolley. Jacking from a single point shall permit raising the trolley sufficiently high to

remove and reinstall a wheel and tire assembly. Jacking pads shall be painted yellow in color and be located on the axle or suspension near the wheels shall permit easy and safe jacking with the flat tire or dual set on a six (6)-inch-high run up block no wider than a single tire. The trolley shall withstand such jacking at any one or any combination of wheel locations without permanent deformation or damage.

Flooring

Floor Construction

The floor shall consist of the subfloor and the floor covering. The floor, as assembled, including the sealer, attachments and covering shall be waterproof, non-hydroscopic, and resistant to mold growth.

The subfloor shall be resistant to the effects of moisture, including decay (dry rot) and impervious to wood destroying insects such as termites. Plywood, if used, shall be of a thickness calculated to support the design loads, manufactured with exterior glue of Group I Western species as defined in PS 1-95 (Voluntary Product Standard PS 1-95, Construction and Industrial Plywood) and of a grade that is manufactured with a solid face and back. Plywood shall be installed with the highest-grade veneer up and with all edges sealed. Preservative treated plywood shall utilize a chemical that contains no EPA listed hazardous compounds and has moisture content at or below 15 percent.

Plywood, prior to any preservative treating, shall be certified at the time of manufacturing by an industry approved third-party inspection agency such as APA (Engineered Wood Association formerly known as American Plywood Association).

Sub Flooring

Sanded plywood used for sub flooring within the passenger cabin shall be a minimum of ¾ inches thick, using seven (7)-ply marine grade waterproof type plywood with sealed waterproof edges.

Floor Deck

The floor deck shall be essentially a continuous flat plane, except at the step wells and wheel housings. Where the floor meets the walls of the trolley, the surface edges shall be blended with a circular section or radius not less than one (1)-inch and molding or cove shall prevent debris accumulation between the floor and wheel housings.

The floor deck may be integral with the basic structure or mounted on the structure securely to prevent chafing or horizontal movement. Sheet metal screws shall not be used to retain the floor and all floor fasteners shall be serviceable from one side only. Tapping plates, if used for the floor fasteners, shall be no less than the same thickness as a standard nut and all floor fasteners shall be secured and protected from corrosion for the service life of the trolley. The floor deck shall be reinforced as needed to support passenger loads. At GVWR, the floor shall have an elastic deflection of no more than 0.60 inches from the normal plane. The floor shall withstand the application of 2.5 times gross load weight without permanent detrimental deformation.

Step Wells

Risers shall be continuous, flat, planes across the entire width of the step well except for notches, which shall not be larger than necessary to accommodate inward opening door panels. Step risers may be inclined, not to exceed ten (10) degrees, from the vertical with only the lower edge inward.

All step treads shall be of uniform depth, which shall be no less than 11 inches and the plane of the step treads shall be parallel to the plane of the floor. Treads shall be covered with 5/16 inch, nonskid, ribbed, composition rubber material that shall remain effective in all weather conditions. Color of the tread covering shall match the vestibule flooring and the color choices will be presented to the Township. The edge of the vestibule floor shall conform to ADA requirements and shall have a maximum 5/16-inch overhang at the step riser. The edge of the vestibule floor and the end of the step tread shall have a bright, contrasting, white band no less than two (2) inches wide on the full width of the step. The color shall be permanently blended into the tread covering material.

Step wells shall be corrosion resistant throughout the service life of the trolley. Step wells shall be replaceable as units if they are constructed of nonmetallic material.

The steps shall simultaneously support 500-pound loads, evenly distributed over the center half of each step tread without permanent deformation and with elastic deflection of no more than 0.125 inches. Each step tread shall support a load of 500 pounds evenly distributed over the center half of the tread without permanent deformation. The steps shall be sloped only sufficiently to preclude water accumulation in the step wells.

Wheel Housing

Sufficient clearance and air circulation shall be provided around the tires, wheels, and brakes to preclude overheating when the trolley is operating on the design operating profile. Interference between the tires and any portion of the trolley shall not be possible in maneuvers up to the limit of tire adhesion with weights from curb weight to GVWR. Wheel housings shall be adequately reinforced where seat pedestals are installed.

Wheel housings shall be constructed of corrosion resistant, fire-resistant material. Wheel housings, as installed and trimmed, shall withstand impacts of a two (2)-inch steel ball with at least 200-foot pounds of energy without penetration.

Exterior Panels and Finishes

Grilles, doors, bumpers, and other features on the sides and rear of the trolley shall be designed to minimize the ability of unauthorized riders to secure toeholds or handholds.

Rain Gutters

Gutters shall be provided to prevent water flowing from the roof onto the side windows and passenger doors and exterior mirrors. When the trolley is decelerated, the gutters shall not drain onto the

windshield, driver's side window, or into the door boarding area. Cross sections of the gutters shall be adequate for proper operation.

Water Diversion

Features to minimize water spray from the trolley in wet conditions shall be included in wheel housing design. Any fender skirts shall be easily replaceable. The fender skirts shall be flexible if they extend beyond the allowable body width. Wheels and tires shall be removable with the fender skirts in place, if possible.

Mud Flaps

Splash aprons, composed of ¼ inch minimum composition or rubberized fabric, shall be installed behind each wheel and shall extend downward to within three (3) inches of the road surface. Apron widths shall be no less than tire widths, except for the front apron which shall extend across the width of the trolley. Splash aprons shall be bolted to the trolley understructure. Splash aprons and their attachments shall be inherently weaker than the structure to which they are attached. The flexible portions of the splash aprons shall not be included in the road clearance measurements. Other splash aprons shall be installed where necessary to protect trolley equipment.

Doors

Conventional or pantograph hinged doors shall be used for all auxiliary equipment compartments. Access openings shall be sized for easy performance of tasks within the compartment including tool operating space. Access doors shall be of rugged construction and shall maintain mechanical integrity and function under standard Township operations throughout the service life of the trolley. They shall close flush with the body surface. All doors shall be hinged at the top or on the forward edge and shall be prevented from coming loose or opening during transit service or in trolley washing operations. Doors with top hinges shall have safety props that will assist in holding the door open and closed.

All access doors shall be retained in the open position by props or counterbalancing with over center or gas filled springs and shall be easily operable by one person. Springs and hinges shall be corrosion resistant. Latch handles shall be flush with, or recessed behind, the body contour and shall be sized to provide an adequate grip for opening. Access doors, when opened, shall not restrict access for servicing other components or systems.

Bumpers

The Township's current bumpers are made of fiberglass; however, the Township does not have a preference in materials used in the bumper as long as the part matches the aesthetic of the trolley. Bumper material shall be corrosion resistant and withstand repeated impacts of the specified loads without sustaining damage. Visible surfaces shall be color-coordinated with the trolley exterior. The bumper qualities shall be sustained throughout the service life of the trolley.

Bumpers shall provide impact protection for the front and rear of the trolley up to 26 inches above the ground. The bumpers shall wrap around the trolley without exceeding allowable trolley width. The bumpers shall be flared into the body to prevent a snagging hazard. Bumper height shall be such that when one trolley is parked behind another, bumper faces will contact each other.

On the front bumper, no part of the trolley, including the bumper, shall be damaged as a result of a 5-mph impact of the trolley at curb weight. The bumper shall return to its pre-impact shape within 10 minutes of the impact. The bumper shall protect the trolley from damage as a result of a 6.5 mph impacts at any point by the Common Carriage with Contoured Impact Surface defined in Figure 2 of FMVSS 301 loaded to 4,000 pounds parallel to the longitudinal centerline of the trolley and 5.5 mph impacts at any point by the Common Carriage with Contoured Impact Surface defined in Figure 2 of FMVSS 301 loaded to 4,000 pounds parallel to the longitudinal centerline of the trolley and 5.5 mph impacts into the corners at a 30 degree angle to the longitudinal centerline of the trolley. The energy absorption system of the bumper shall be independent of every power system of the trolley and shall not require service or maintenance in normal operation during the service life of the trolley. The flexible portion of the bumper may increase the overall trolley length by no more than 3 inches.

On the rear bumper, no part of the trolley, including the bumper, shall be damaged as a result of a two (2)-mph impact. The bumper shall return to its pre-impact shape within ten (10) minutes of the impact. The rear bumper shall protect the trolley, when impacted anywhere along its width by the Common Carriage with Contoured Impact Surface defined in Figure 2 of FMVSS 301 loaded to 4,000 pounds, at 4 mph parallel to, or up to a 30-degree angle to, the longitudinal centerline of the trolley. The rear bumper or bumper extensions shall be shaped to preclude unauthorized riders standing on the bumper. Bumper extensions, if provided, shall not hinder service and shall be flared into the trolley body with no protrusion or sharp edges. The bumper shall be independent of all power systems of the trolley and shall not require service or maintenance in normal operation during the service life of the trolley. Any flexible portion of the bumper may increase the overall trolley length by no more than 6 inches.

License Plate Provisions

Provisions shall be made to mount standard size U.S. license plates per SAE J686 on the front and rear of the trolley. These provisions shall direct mount or recess the license plates so that they can be cleaned by automatic bus washing equipment without being caught by the brushes. License plates shall be mounted toward the street side of the center of the trolley and shall not allow a toehold or handhold for unauthorized riders. The rear license plate shall be properly lit.

Finish and Color

All exterior surfaces shall be smooth and free of wrinkles and dents. Exterior surfaces to be painted shall be properly prepared as required by the paint system supplier, prior to application of paint to assure a proper bond between the basic surface and successive coats of original paint for the service life of the trolley. Drilled holes and cutouts in exterior surfaces shall be made prior to cleaning, priming and painting.

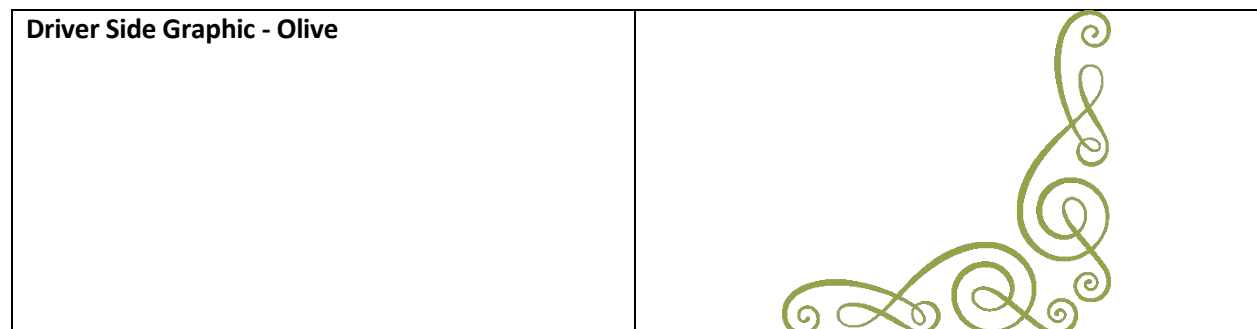
The trolley shall be completely painted prior to installation of exterior lights, windows, mirrors and other items which are applied to the exterior of the trolley. Body filler materials may be used for surface dressing, but not for repair of damaged or improperly fitted panels.



Paint shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections:

- Blisters or bubbles appearing in the topcoat film.
- Chips, scratches, or gouges of the surface finish.
- Cracks in the paint film.
- Craters where paint failed to cover due to surface contamination.
- Overspray
- Peeling
- Runs or sags from excessive flow and failure to adhere uniformly to the surface.
- Chemical stains and water spots.

To the degree consistent with industry standards for commercial vehicle finishes, painted surfaces shall have gloss and be free of orange peel. All exterior finished surfaces shall be impervious to diesel fuel, gasoline, propane, and commercial cleaning agents. Finished surfaces shall resist damage by controlled applications of commonly used graffiti removing chemicals. Colors and paint schemes shall be in accordance with The Township's approved scheme and color pallet.

- Main Color
 - Dupont Paint Code Green F739
- Additional Colors
 - As seen in the decals included below.



Passenger Side Graphic – Olive	
Ride for Free Graphic – Gold	RIDE FOR FREE
Trolley Logo	

Numbering and Signage

Monograms, numbers, and other special signage specified by the Township shall be applied to the inside and outside of the trolley as required. Signs shall be durable and fade, chip, and peel resistant; they may be painted signs, decals, or pressure sensitive appliques.

All decals shall be sealed with clear, waterproof sealant around all exposed edges if required by the decal supplier. Signs shall be provided in compliance with the ADA requirements defined in 49 CFR Part 38, Subpart B, 38.27.

Battery Compartment

The battery compartment or enclosure shall be vented and self-draining. It shall be accessible only from outside the trolley. All components within the battery compartment, and the compartment itself, shall be protected from damage or corrosion from the electrolyte and hydrogen oxide gases emitted by the battery. The inside surface of the battery compartment's access door shall be electrically insulated, as required, to prevent the battery terminals from shorting on the door if the door is damaged in an accident or if a battery comes loose. The battery box shall be equipped with free-flowing vents that in the front and aft of the battery box that will prevent the buildup of Hydrogen oxide gas in the battery box. The battery box shall also be provided with drain holes that line up with the battery tray and the battery box so that if the batteries boil out or vent the electrolyte will immediately drain out of the box and not pool or drain out on to the body of the trolley. The batteries will include vent drain hoses that will drain through the body and on to the road surface should an overcharge or boil out of the batteries occur.

Exterior Lighting

All exterior lights shall be designed to prevent entry and accumulation of moisture or dust. Dialight LED lamps, or approved equal, shall be used wherever possible. Lights mounted on the engine compartment doors shall be protected from the impact shock of door opening and closing. Lamps, lenses and fixtures shall be interchangeable to the extent practicable. Lamps at the rear of the trolley shall be visible from behind when the engine service doors are opened. Light lenses shall be designed and located to prevent damage when running the vehicle through an automatic bus washer. Lights located on the roof and sides (directional) of the trolley shall have protective shields or be of the flush mount type to protect the lens against minor impacts.

Backup Light/Alarm

Visible and audible warning shall inform following vehicles or pedestrians of reverse operation. Visible reverse operation warning shall conform to SAE Standard J593. Audible reverse operation warning shall conform to SAE Recommended Practice J994 Type C or D.

Doorway Lighting

Lamps at the front and rear passenger doorways shall comply with ADA requirements and shall activate only when the doors open and shall illuminate the street surface to a level of no less than 1 foot candle for a distance of 3 feet outward from the lowest step tread edge.

Turn Signals, Headlamps, and Brake Lights

A functioning, authentic, vintage design, single headlight assembly shall be mounted in the center of the front grille. A functioning, authentic, vintage design, single rear brake light assembly shall be mounted in the center of the rear of the trolley. The headlight and rear brake light shall be made of plated polished brass and each vehicle shall come with one spare polished brass headlight and one spare polished brass rear brake light.

Service Area Lighting (Interior and Exterior)

LED lamps shall be provided in the engine and all other compartments where service may be required to generally illuminate the area for night emergency repairs or adjustments. These service areas shall include, but not be limited to, the engine compartment, the communication box, junction/apparatus panels and passenger door driver compartments. Lighting shall be adequate to light the space of the service areas to levels needed to complete typical emergency repairs and adjustments. The service area lamps shall be suitable for the environment in which they are mounted.

Engine compartment lamps shall be controlled by a switch mounted near the rear start controls. All other service area lamps shall be controlled by switches mounted on or convenient to the lamp assemblies. Power to the service area lighting shall be programmable. Power shall latch on with activation of the switch and shall be automatically discontinued (timed out) after 30 minutes to prevent damage caused by inadvertently leaving the service area lighting switch in the "on" position after repairs are made.

Emergency Hazard (Hazard Lights)

The trolley will be equipped with four way emergency flashers that are seen from all four corners of the trolley no matter if the engine access door is open or closed. They will be operated from the driver's seat with an on-off switch. If a rear engine design is proposed the Manufacturer must ensure that the rear flasher lights are still visible when the engine compartment door is in the open position. If not, then an additional set of lights shall be added to the engine compartment. As a function of the emergency hazard lights, the trolley shall include side flashers and directional signals.

Interior Panels and Finishes

Materials shall be selected on the basis of maintenance, durability, appearance, safety, flammability, and tactile qualities. Trim and attachment details shall be kept simple and unobtrusive. Materials shall be strong enough to resist everyday abuse and be vandalism and corrosion resistant. Interior trim shall be secured to avoid resonant vibrations under normal operational conditions. Manufacturer shall provide extra trim for each trolley – full footage needed for a full replacement.

Interior surfaces more than ten (10) inches below the lower edge of the side windows or windshield shall be shaped so that objects placed on them fall to the floor when the trolley is parked on a level surface.

Front End

The entire front end of the trolley shall be sealed to prevent debris accumulation behind the dash and to prevent the driver's feet from kicking or fouling wiring and other equipment. The front end shall be free of protrusions that are hazardous to passengers standing or walking in the front of the trolley during rapid decelerations. Paneling across the front of the trolley and any trim around the driver's compartment shall be formed metal or plastic material. Formed metal dash panels shall be painted and finished. Plastic dash panels shall be reinforced, as necessary, vandalism resistant, and replaceable. All colored, painted, and plated parts forward of the driver's barrier shall be finished with a dull matte surface to reduce glare.

Colors shall match or coordinate with the balance of the trolley interior.

Rear End

The rear bulkhead and rear interior surfaces shall be material suitable for exterior skin, painted and finished to exterior quality, or paneled with melamine-type material or plastic, and trimmed with stainless steel, aluminum or plastic.

Interior Panels

Replica trolley interior shall be used throughout the vehicle. Interior side trim panels and driver's barrier shall be oak veneer panels. Panels shall be easily replaceable and tamper resistant. They shall be reinforced, as necessary, to resist vandalism and other rigors of transit bus service. Individual trim panels and parts shall be interchangeable to the extent practicable. Untrimmed areas shall be painted and

finished. All materials shall comply with the Recommended Fire Safety Practices defined in FTA Docket 90, dated October 20, 1993.

Interior panels shall be attached so that there are no exposed unfinished or rough edges or rough surfaces. Panels and fasteners shall not be easily removable by passengers. Interior trim fasteners, where required, shall be rivets or cross-recessed head screws.

A barrier or bulkhead between the driver and the street-side front passenger seat shall be provided. The barrier shall minimize glare and reflections in the windshield directly in front of the barrier from interior lighting during night operation.

Headlining

Ceiling panels shall be made of oak veneer panels. Headlining shall be supported to prevent buckling, drumming or flexing and shall be secured without loose edges. Headlining materials shall be treated or insulated to prevent marks due to condensation where panels are in contact with metal members. Moldings and trim strips, as required to make the edges tamperproof, shall be stainless steel, aluminum or plastic, colored to complement the ceiling material. Headlining panels covering operational equipment that is mounted above the ceiling shall be on hinges for ease of service but retained to prevent inadvertent opening.

Fastening

Interior panels shall be attached so that there are no exposed unfinished or rough edges or rough surfaces. Fasteners should be corrosion resistant. Panels and fasteners shall not be easily removable by passengers. Exposed interior fasteners should be minimized, and where required shall be tamper resistant.

Insulation

All insulation material used between the inner and outer panels shall be sealed or self-sealing to minimize entry and/or retention of moisture. Insulation properties shall be unimpaired during the service life of the trolley. Any insulation material used inside the engine compartment shall not absorb or retain oils or water and shall be protected or shielded from damage that may occur during maintenance operations. All insulation materials shall comply with the Recommended Fire Safety Practices defined in FTA Docket 90, date October 20, 1993.

The engine compartment will be properly sealed to prevent heat, noise, and fumes from entering the interior of the vehicle and insulated with a fire and heatproof barrier. The combination of inner and outer panels on the sides, roof, floor, wheel wells and ends of the trolley, and any material used between these panels shall provide a thermal insulation with an R-value of 13 in the wheel wells and 22 in the roof of the trolley. The trolley body shall be thoroughly sealed so that the driver or passengers cannot feel drafts during normal operations with the passenger doors closed.

Floor Covering

The floor covering shall have non-skid walking surface that remains effective in all weather conditions and complies with all ADA requirements. The floor covering, as well as transitions of flooring material to the main floor and to the step well area, shall be smooth and present no tripping hazards. The standee line shall be at least two (2) inches wide yellow or white and shall extend across the trolley aisle in line front of the most forward seat. This line shall be the same color as the edge of the steps. Color shall be consistent throughout the floor covering.

The floor shall be easily cleaned and shall be arranged to prevent debris accumulation.

A one-piece center strip shall extend from the vertical wall of the rear settee between the aisle sides of transverse seats to the standee line. If the floor is of a bi-level construction, then the center strip shall be one piece at each level. The covering between the center strip and the wheel housings may be separate pieces.

The floor under the seats shall be covered with smooth surface flooring material. The floor covering shall closely fit the sidewall cove or extend to the top of the cove. The flooring material shall be tested to ensure that the flooring material cannot be easily burned through when a high powered scooter or motorized wheelchair burns out on the floor.

Passenger & Driver Interior Lighting

Passenger Interior Lighting

The interior lighting system shall provide illumination centered above the floor to provide for safe passenger movement. Allowable average light level for the rear bench seats shall be seven (7) foot candles illumination. Floor surface in the aisles shall be a minimum of ten (10) fc illumination. LED lighting shall be used.

All interior lighting shall meet FMVSS requirements. There shall be six (6) interior white, shatterproof, globe style fixtures throughout the roof area of the vehicle. The bases shall be brass or chrome finish.

Entry/Exit Area.

At the entry/exit, there shall be an overhead courtesy light that will come on when the door is opened and remain on until the door is closed again. Each step well area shall have two (2) stepwell lights with top covers to shield from glaring light and one (1) overhead light. The stepwell lights will automatically come on when the door is opened and remain on until the door is closed. If lower stepwell lights are installed, they must be flush mounted to prevent damage when stepped on.

Trolley Driver's Area

Over the trolley driver's area there shall be a separately controlled light for the driver's convenience. There shall be a separate switch controlling the driver's light.

Passenger Accommodations

Seating capacity shall be for at least 28 (22 traditional seats+4 elderly/priority seating+2 wheelchairs) passengers. A seating diagram shall be provided to the Township for final configuration approval.

Seat Construction

Seat slats will be contoured using cast aluminum seat ends with molded design scrollwork. Seat slats will be at least $\frac{3}{4}$ inch solid wood fastened to the seat frames using brass round head carriage bolts. Slats will have sanded edges and varnish to eliminate any sharp surfaces. Seat slats will be installed so that each slat interfaces within $\frac{3}{4}$ inches. A top shelf slat will be provided, and all slats will be arranged to provide support in a “waterfall” configuration and each slat shall be aligned at the outside edges along the center aisle. All seating shall be secured on a 1 5/8-inch-wide channel seat track. The seat track shall be welded to the floor framework. Removal, highly durable seat pads shall be provided with replacement set.

Manufacturer will provide an optional price for an extra bench seat unmounted that will easily replace a standard size bench seat.

Hip-to-knee room measured from the center of the seating position, from the front of one seat back horizontally across the highest part of the seat to a vertical surface immediately in front, shall be a minimum of 26 inches. At all seating positions in paired transverse seats immediately behind other seating positions, hip-to-knee room shall be no less than 27 inches.

Front Doorway

Front doors, or the entry area, shall be fitted with ADA-compliant assists no less than $\frac{3}{4}$ inches in width. Assists shall be as far outward as practicable but shall be no farther than six (6) inches from the outside edge of lower step tread and shall be easily grasped when boarding from street level.

Door assists shall be functionally continuous with the horizontal front passenger assist and the vertical assist on the front modesty panel.

Overhead

Except forward of the standee line and at the rear door, a continuous, full grip, overhead assist shall be provided. This assist shall be convenient to standees anywhere in the trolley and shall be located over the center of the aisle seating position of the transverse seats. The assist shall be no less than 70 inches above the floor. Overhead assists shall simultaneously support 150 pounds on any 12-inch length. No more than five (5) percent of the full grip feature shall be lost due to assist support.

Passenger Doors

Two-leaf, “outside swing” doorway shall be provided on the curb side of the trolley for passenger ingress and egress. Passenger doors and doorways widths and design shall comply with ADA requirements.

Structure of the doors, their attachments, inside and outside trim panels, and any mechanism exposed to the elements shall be corrosion resistant. Door panel construction shall be of corrosion-resistant metal or reinforced fiberglass. When fully opened, the doors shall provide firm support and shall not be damaged if used as an assist by passengers during ingress or egress. Door actuators shall be adjustable so that the door opening and closing speeds can be independently adjustable. Actuators and the complex door mechanism shall be concealed from passengers but shall be easily accessible for servicing. The door motor shall be easily accessible by maintenance without special tools.

In the event of an emergency, it shall be possible to open the doors manually from inside the trolley using a force of no more than 25 pounds after actuating an unlocking device at the door. The unlocking device shall be clearly marked as an emergency-only device and shall require two distinct actions to actuate. The door emergency unlocking device shall be accessible from the step well area. When this emergency device is actuated, the door interlock throttle system shall return the engine to idle, and the door interlock brake system shall apply to stop the trolley.

Accessibility Provisions

The wheelchair lift shall be an ADA-approved Braun Millennium wheelchair lift or ramp depending on if a high floor or low floor design is proposed or approved equal. A full ADA-approved interlocking system shall be provided.

If proposing a wheelchair lift, an automatically controlled, power-operated wheelchair lift system compliant to requirements defined in 49 CFR 571.403 (FMVSS 403) shall provide ingress and egress quickly, safely and comfortably, both in forward and rearward directions, for a passenger in a wheelchair from a level street or curb.

If proposing a folding ramp, when the system is not in use, the passageway shall appear normal. In the stored position of the ramp, no tripping hazards shall be present, and any resulting gaps shall be minimized. The controls shall be simple to operate with no complex phasing operations required, and the loading system operation shall be under the surveillance and complete control of the driver. If the loading system and controls are at the rear doors, then a keyed switch shall be provided in the driver's area to disable the loading system. The trolley shall be prevented from moving during the loading or unloading cycle by a throttle and brake interlock system. The loading system shall be inhibited from stowing/deploying when a passenger is on the ramp/platform. A passenger departing or boarding via the ramp shall be able to easily obtain support by grasping the passenger assist located on the doors or other assists provided for this purpose. The platform shall be designed to protect the ramp from damage and people on the sidewalk from injury during the extension/retraction or lowering/raising phases of operation.

The loading platform shall be covered with a replaceable or renewable nonskid material and shall be fitted with devices to prevent the wheelchair from rolling off the sides during loading or unloading.

Deployment or storage of the ramp shall require no more than 15 seconds. The device shall function without failure or adjustment for 500 cycles or 5000 miles in all weather conditions on the design

operating profile when activated once during the idle phase. A manual override system shall permit unloading a wheelchair and storing the device in the event of a primary power failure. The manual operation of the ramp shall not require more than 35 lb. of force.

Lighting

Lights in compliance with ADA requirements shall be provided above the doorway equipped with the wheelchair elevator to floodlight the loading area. The lamps shall illuminate when the elevator is in operation and shall illuminate the street surface to a level of no less than one (1) fc illumination for a distance of three (3) feet outward from the lowest step tread edge.

Wheelchair Seating

Two (2) forward-facing mobility aid securement positions, as close to the wheelchair loading system as practical, shall be replaced or modified to provide parking space and secure tie down for a passenger in a wheelchair. Fold-down seats shall be installed where the mobility aid securement positions are located to allow for general seating when mobility aid securement positions are not in use by a passenger in a wheelchair.

ADA Equipment

Additional equipment, including passenger restraint seat belts and wheelchair securement devices, shall be provided for two wheelchair passengers. Passenger restraint seat belts shall be provided to accommodate passengers in electrically powered wheelchairs. All belt assemblies must stow up and out of the way when not in use.

ADA Signage

ADA priority seating signs as required and defined by 49 CFR, Part 38.27 shall be provided to identify the seats designated for passengers with disabilities. Requirements for a public information system in accordance with 49 CFR, Part 38.35 shall be provided. Requirements for a stop-request passenger signal in accordance with 49 CFR, 38.37 shall be provided. Requirements for exterior destination signs in accordance with 49 CFR, Part 38.39 shall be provided.

Passenger Request

The vehicle will be equipped with a passenger request system that allows any passenger throughout the trolley to activate the system that will alert the driver with a light on the dash and audible alarm. The activation will also light up a passenger request sign that is located where all passengers can see it from a standing or seating position. The wheelchair seats will also be equipped with a passenger request that allows ADA passengers to signal with minimal effort.

Driver Provisions

Work Area

The driver's work area shall be designed to minimize glare to the extent possible including the glare protection on the windshield. Objects within and adjacent to this area shall be matte black or dark gray in color wherever possible to reduce the reflection onto the windshield. The use of polished metal and light-colored surfaces within and adjacent to the driver's area shall be avoided. Such objects include dash panels, switches and controls, cowlings, windshield wipers and arms, barriers and modesty panels, wheelchair lift stanchions, access panels and doors, fasteners, flooring, ventilation and heating ducting, window and door frames, and visors. Interior lighting located ahead of the standee line shall be controllable by the driver. The section of overhead interior lighting behind the standee line of the curb side of the trolley shall not be illuminated when the front passenger door is closed.

Visors

Adjustable sun visor(s) shall be provided for the street side of the windshield and the driver's side window. Visors shall be shaped to minimize light leakage between the visor and windshield pillars. Visors shall store out of the way and shall not obstruct airflow from the climate control system or interfere with other equipment such as the radio handset or the destination head sign control. Deployment of the visors shall not restrict vision of the rearview mirrors. Visor adjustments shall be made easily by hand with positive locking and releasing devices and shall not be subject to damage by over tightening. Sun visor construction and material shall be strong enough to resist breakage during adjustments. Manufacturer shall provide pricing for two pull down and retractable shades in lieu of the flip down shades.

Driver's Controls

All switches and controls necessary for the operation of the trolley shall be conveniently located in the driver's area and shall provide ease of operation. Switches and controls shall be essentially within the hand reach envelope described in SAE Recommended Practice, J287, Driver Hand Control Reach. Controls shall be located so that boarding passengers may not easily tamper with control settings.

Accelerator and brake pedals shall be designed to provide sufficient space for driver's comfortability. Manufacturer shall work with the Township on the appropriate spacing during the manufacturing process. Manufacturer shall provide pricing option for installing adjustable accelerator and brake pedals to accommodate various heights and leg lengths of driver. Foot surfaces of the pedals shall be faced with wear-resistant, nonskid, replaceable material.

Control for engine operation shall be closely grouped within the driver's compartment. These controls shall include separate master run switch and start switch or button. The door control, windshield wiper/washer controls, and run switch shall be in the most convenient driver locations. They shall be identifiable by shape, touch, and permanent markings. Doors shall be operated by a single control, conveniently located and operable in a horizontal plane by the driver's left hand. The setting of this

control shall be easily determined by position and touch. The Manufacturer shall provide a dash layout to be approved by the Township.

All panel-mounted switches and controls shall be marked with easily read identifiers and shall be replaceable, and the wiring at these controls shall be serviceable from the vestibule or the driver's seat. Switches, controls, and instruments shall be dust and water-resistant.

In the driver's vestibule, manufacturers shall include a fan for the driver's use that provides additional airflow and quiet running functions.

Door Control

A master door switch, which is within reach of the seated driver when set in the "Off" position, shall close the doors, deactivate the door control system, release the interlocks, and permit only manual operation of the doors.

To preclude movement of the trolley, an accelerator interlock shall lock the accelerator in the closed position and brake interlock shall engage the service brake system when the rear door control is activated this shall include the emergency door release. The braking effort shall be adjustable with hand tools.

On-Board Diagnostics

The trolley shall be equipped with an on-board diagnostic system that will indicate conditions that require immediate action by the driver to avoid an unsafe condition or require attention in order to prevent further damage to the trolley. This diagnostic system shall have visual and audible indicators. The diagnostic indicator lamp panel shall be located in clear sight of the driver but need not be immediately in front of him. The intensity of indicator lamps shall permit easy determination of on/off status in bright sunlight but shall not cause a distraction or visibility problem at night. All indicators shall have a method of momentarily testing the operation of the lamp. The audible alarm shall be tamper-resistant and shall have an outlet level between 80 and 83 dBA when measured at the location of the driver's ear. Wherever possible, sensors shall be of the closed-circuit type, so that failure of the circuit and/or sensor shall activate the malfunction indicator. *The Manufacturer will provide an optional price for a remote Telematic diagnostic system.*

Malfunction and other indicators listed in the following table shall be supplied on all trolleys.

VISUAL INDICATOR	AUDIBLE ALARM	CONDITION OR MALFUNCTION
A/C Stop	None	Compressor stopped due to high/low pressure or loss or refrigerant
Check Engine	None	Engine Electronic Control Unit detects a malfunction
Check Transmission	None	Transmission Electronic Control Unit detects a malfunction

Fire	Bell	Over-temperature condition in engine compartment
Generator Stop	None	Loss of generator output
Hot Engine	Buzzer	Excessive engine coolant temperature
Low Oil	Buzzer	Insufficient engine oil pressure
Low Coolant	Buzzer	Insufficient engine coolant level
Wheelchair Lift/Ramp	Beeper	Wheelchair lift/ramp is not stowed and disabled

Driver's Lighting

The driver's area shall have a light to provide general illumination and it shall illuminate the half of the steering wheel nearest the driver to a level of 10 to 15 foot-candles. This light shall be controllable only by the driver. LED lamps shall be provided whenever possible.

Driver's Seat

While a seat dimension is not specified herein, the driver's seat shall be comfortable and adjustable so that people ranging in size from a 95th-percentile male to a 5th-percentile female may operate the trolley. The driver's seat shall be a USSC G2A Standard model or approved equal and shall meet docket 90 fire prevention. The driver's seat shall be appropriately dampened to support a minimum weight of 380 lb. The suspension shall be capable of dampening adjustment in both directions.

Measurement is the horizontal distance from the heel point to the front edge of the seat. The minimum and maximum distances shall be measured from the front edge of the seat when it is adjusted to its minimum seat pan depth (approximately 15 inches). The seat base shall travel horizontally a minimum of nine (9) inches. It shall adjust no closer to the heel point than six (6) inches. Manufacturers may propose upgraded driver seats to better serve the driver's comfort.

Seat Belt

The belt assembly should be an auto-locking retractor (ALR). All seat belts should be stored in automatic retractors. The belts shall be mounted to the seat frame so that the driver may adjust the seat without resetting the seat belt.

The seat and seatbelt assemblies as installed in the trolley shall withstand static horizontal forces as required in FMVSS 207 and 210.

Mirrors

The trolley shall be equipped with corrosion-resistant, outside rearview mirrors mounted with stable supports to minimize vibration. Exterior mirrors shall be firmly attached to the trolley to prevent vibration and loss of adjustment, but not so firmly attached that the trolley or its structure is damaged when the

mirror is struck in an accident. Mirrors shall retract or fold sufficiently to allow trolley-washing operations. Both exterior mirrors shall be electric, and the controls shall be easily accessible for the driver. Exterior mirrors that can be adjusted up and down as well as side to side are preferred.

Interior mirrors shall be provided for the driver to observe passengers throughout the trolley without leaving their seat and without shoulder movement. With a full standee-load, including standees in the vestibule, they shall be able to observe passengers in the step well, anywhere in the aisle, and in the rear seats. Inside mirrors shall not be in the line of sight to the right outside mirror.

Windows and Percent of Tint

The windows shall be of standard design with a round top vintage appearance. Windows shall be easily removable with a maximum of two windows per removable panel. The lower portion of the window shall slide horizontally sideways and be retained in the open and closed position by positive engagement mechanical latches. All side windows shall be easily replaceable without disturbing adjacent windows and shall be mounted so that flexing or vibration from engine operation or normal road excitation is not apparent. All windows will be glazed with safety glass and will be manufactured and installed to meet FMVSS standards 205 and 217. Windows on the trolley sides and in the rear door shall be minimally tinted a neutral color, complementary to the trolley exterior. The maximum solar energy transmittance shall not exceed 37 percent, as measured by ASTM E-424. Luminous transmittance shall be measured by ASTM D-1003. Windows over the destination signs shall not be tinted. The windows shall also have UV protection from UVA and UVB rays to help insulate the trolley.

Heating and Ventilating

The driver shall control the defroster and driver's heater.

Signage and Communication

A destination sign system shall be furnished on the front and on the right side near the front door. The destination sign shall be manufactured by Hanover, or an approved equal.

A passenger information system multimedia screen or in-vehicle infotainment screen shall be installed inside the trolley behind the driver for passengers to view. The Infotainment system shall include a rugged public display monitor mounted behind the driver's seat that allows for multiple video inputs that can support either a camera or a media player option. The monitor will require a Wi-Fi connection in order to change video input. The monitor should have audio capabilities.

The trolley "Master Run" switch shall control power to the sign system. The sign system shall be operable in all switch positions except "Off".

A replica streetcar bell will be hand operated by the driver either by use of an electric trigger pull rope or a reel pull cord that actuates a bell hammer.

Public Address System

A public address system that complies with the ADA requirements of 49 CFR, Part 38.35 and enables the driver to address passengers inside the trolley. Inside speakers shall broadcast, in a clear tone, announcements that are clearly perceived from all seat positions at approximately the same volume level. A volume control shall be provided. The system shall be muted when not in use. Two microphones shall be provided, one for the driver and one for the trolley steward. The microphone for the driver shall be vandal resistant, mounted on a heavy duty, flexible gooseneck, which is secured with vandal-proof fasteners and will allow the driver to comfortably speak into it without using his hands. Manufacturer shall provide pricing for an additional backstock of six (6) flexible goosenecks. A provision shall be made to secure the microphone in a stored position when not in use. The microphone for the trolley steward shall be a hand-held device installed on a separate input jack and shall also be provided with a separate stow clip when not in use. The handheld microphone shall have a talk trigger button. *The Manufacturer shall provide an optional price to install a voice annunciation system.*

Electrical System

The electrical system shall be supplied by a single Leece-Neville 270-amp alternator or approved equal. The alternator shall be air-cooled and belt driven off the engine.

All wiring between electrical components and terminations shall have double electrical insulation, shall be waterproof, and shall conform to specification requirements of SAE Recommended Practice J1127 and J1128. Except as interrupted by the master battery disconnect switch, battery and starter wiring shall be continuous cables, grouped, numbered, and/or color-coded with connections secured by bolted terminal; and shall conform to specification requirements of SAE Standard J1127-Type SGT or SGX and SAE Recommended Practice J541. Wiring harnesses shall not contain wires of different voltages unless all wires within the harness are sized to carry the current and insulated for the highest voltage wire in the harness.

Double insulation shall be maintained as close to the terminals as possible. The requirement for double insulation shall be met by wrapping harnesses with plastic electrical tape or by sheathing all wires and harnesses with non-conductive, rigid, or flexible conduit. Strain-relief fittings shall be provided at points where wiring enters all electrical components. Grommets of elastomeric material shall be provided at points where wiring penetrates metal structures outside of electrical enclosures. Wiring supports shall be protective and non-conductive at areas of wire contact and shall not be damaged by heat, water, solvents, or chafing.

All wiring harnesses over five (5) feet long and containing at least five (5) wires shall include ten (10) percent excess wires for spares that are the same size as the largest wire in the harness excluding the battery cables. Wiring length shall allow end terminals to be replaced twice without pulling, stretching, or replacing the wire. Except for large wires such as battery cables, terminals shall be crimped to the wiring and may be soldered only if the wire is not stiffened above the terminal and no flux residue remains on the terminal. Terminals shall be corrosion-resistant and full ring type or interlocking lugs with insulating ferrules.

T splices may be used when there are less than 25,000 circular mils of copper in the cross section and mechanical clamp is used in addition to solder on the splice; the wire supports no mechanical load in the area of the splice; and the wire is supported to prevent flexing.

All cable connector shall be locking type, keyed and watertight, unless enclosed in watertight cabinets. Pins shall be removable, crimp contact type of the correct size and rating for the wire being terminated. Unused pin positions shall be sealed with sealing plugs. Adjacent connectors shall either use different inserts or different insert orientations to prevent incorrect connections.

The electrical system must also be designed to accommodate the following after-market items:

- In-Vehicle Infotainment System
- GPS Tracking
- Security Cameras
- Destination Signs
- Annunciator System

A wiring schematic shall be provided that accurately describes the location, function, color, wire number, and size of each wire and system used on the trolley.

Junction Boxes

All relays, controllers, flashers, circuit breakers, and other electrical components shall be grouped according to voltage; and mounted in easily accessible junction boxes. The boxes shall be sealed to prevent moisture from normal sources(such as engine compartment cleaning) from reaching the electrical components. The boxes shall be sealed to prevent fire that may occur inside the box from propagating outside the box. The components and circuits in each box shall be identified and their location permanently recorded on a schematic drawing glued to or printed on the inside of the box cover or door. The drawing shall be protected from oil, grease, fuel, and abrasion. The front junction box shall be completely serviceable from the driver's seat, vestibule, or from outside.

Electrical Components

All electrical components, including switches, relays, flashers, and circuit breakers, shall be heavy-duty designs. Sockets of plug-in components shall be polarized where required for proper function and the components shall be positively retained. Any manually resettable circuit breakers critical to the operation of the trolley shall be mounted in a location convenient to the driver and provide visible indication of open circuits. All electric motors, except cranking motors, shall be heavy-duty brushless type, with a constant duty rating of no less than 20,000 hours. Electronic circuit protection for the cranking motor shall be provided to prevent engaging of the motor for more than 30 seconds at a time.

Batteries

Batteries shall be easily accessible for inspection and serviceable only from outside the trolley and shall be securely mounted on a tray. Batteries shall be of premium construction and shall be fitted with threaded stud terminals. Positive and negative terminals shall have different size studs, or the battery terminal and cables shall be arranged to prevent incorrect installation. The battery tray shall be made of non-corrosive stainless steel and accommodate both types of batteries and support the batteries during service, inspection, and replacement. The battery tray and box shall be equipped with through holes that match up to ensure proper draining if the batteries electrolyte boils over. The terminals on the batteries shall only have one cable to each terminal. All additional cables shall be installed on a separate terminal block and only one cable is to extend and be mounted to the battery terminal.

Master Battery Switch

A master battery switch shall be provided in the battery compartment near the batteries for complete disconnecting from all trolley electrical systems. The location of the master battery switch shall be clearly identified on the access panel and be accessible in less than ten (10) seconds for activation. The master switch shall be capable of carrying and interrupting the total circuit load. Any equipment that requires power without reference to the master battery switch shall be listed in attachments.

Opening the master switch with the power plant operating shall not damage any component of the electrical system. The location of the master battery switch shall prevent corrosion from fumes and battery acid when the batteries are washed off. If power is supplied by any systems on the vehicle from the battery terminal(s) the manufacturer shall utilize a body mounted terminal block that only requires one cable to go to each battery terminal(-/+).

Fire Detectors

Temperature-sensitive fire sensors shall be provided. They shall be located in the engine compartments under all horizontal bulkheads, above and downwind of the major heat sources, and in areas likely to be wetted by leaking flammable fluids. Additional sensors shall be located in other potentially critical areas. The sensors shall detect over-temperature in the critical areas and shall activate the fire alarm bell and warning light in the driver's compartment. The sensor shall return to normal setting and deactivate alarms when the temperature returns to normal. A diagram of potential sensor locations shall be provided and pre-approved prior to assembly.

Radio Noise Attenuation

Proper suppression equipment shall be provided in the electrical system to eliminate interference with radio, cellular or television transmission and reception. This equipment shall not cause interference with any electronic system on the trolley.

Radio Provisions

The trolley will be equipped with an electrical systems storage box that houses the radio, camera, surveillance system as well as a conduit with pull wire to all installation of the coax to the antenna and located in the center ceiling of the front section of the interior of the vehicle, with an access hole and spin on cover. Antenna shall be installed by the manufacturer with approval by the Township.

Surveillance System

Manufacturer shall provide pricing option for complete installation of SEON transit surveillance system (or approved equal) to include the following minimum components and/or equipment:

- SEON Explorer DX-HD, four (4) Channel DVR with 2tb HDD
- 2.4 GHZ, Smart Reach Lite WLAN Antenna
- No less than four (4) cameras in the following locations – driver, passenger area (360 degrees), front exterior of trolley, and rear of trolley.
- Cameras shall be manufactured by REI with HD visual and Audio Recording capabilities.
- A Smart Link Module to view and save surveillance.
- A Smart Link to DVR to view and save surveillance.

Manufacturer shall provide pricing option for partial-install and pre-wire of the above SEON components to include the following at a minimum:

- Full wiring and installation of up to four (4) cameras in the following locations – driver, passenger area (360 degrees), front exterior of trolley, and rear of trolley.
- Cameras shall be manufactured by REI or approved equals with HD visual and Audio Recording capabilities.
- Wire and install components and harnesses for REI Explorer DX-HD DVR/HDD
- Wire and install 2.4 GHZ, Smart Reach Lite WLAN Antenna
- Pre-wire for POE Injector with associated harness
- Pre-wire for Smart Link Module with associated harnesses
- Smart Link to DVR Interface harness
- Full wiring for digital signage, annunciators, and other after-market technologies.

Approved Equals

Any product specification information provided is for reference only and may not reflect the latest or future improvements by manufacturers. Product categories not listed are left to the discretion of the Manufacturer so long as the product complies with the specifications. Any change, revision or substitution of specified products requires approval of the Township and can be submitted with proposal.

Basic Provisions Warranty Requirements

Contractor Warranty

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Performance requirements based on design criteria shall not be deemed a warranty item. Consistent with this requirement, the Contractor warrants and guarantees to the Township each complete trolley and specific subsystems and components as follows:

Complete Trolley

The complete trolley, propulsion system, body and chassis structure, components, and major subsystems are warranted to be 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 15 days after acceptance under "Inspection, Testing and Acceptance." The warranty is based on regular operation of the trolley under the operating conditions prevailing in the Township's locale.

An Extended Warranty for a maximum of five (5) years or 300,000 miles, whichever comes first, may be purchased at an additional cost.

Propulsion System

Propulsion system components, including 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. The propulsion system manufacturer's standard warranty, delineating items excluded from the Extended Warranty, should be submitted in accordance with the Request for Pre-Offer Change or Approved Equal or with the Form for Proposal Deviation.

Body and Chassis Structure

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 trolley 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 12 years or 500,000 miles, whichever comes first.

Body Paint

Body paint is warranted to be free from Defects not caused during the normal operation of the vehicle for one (1) year.

Emission Control System (ECS)

The Manufacturer warrants the emission control system 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.

Subsystems

Other subsystems shall be warranted to be free from Defects and Related Defects for two (2) years or 100,000 miles, whichever comes first. Other subsystems are listed below:

- Brake system: Foundation brake components, including advancing mechanisms, as supplied with the axles, excluding friction surfaces.
- Destination signs: All destination sign equipment for the front, side and rear signs, power modules and driver control.
- Heating, ventilating: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- Door systems: Door operating actuators, linkages, and sensitive edges.
- Wheelchair lift and ramp system: Lift and/or ramp parts and mechanical only.
- Starter.
- Alternator: Alternator only. Does not include the drive system.
- Charge air cooler: Charge air cooler including core, tanks, and including related surrounding framework and fittings.
- Fire suppression: Fire suppression system including tank and extinguishing agent-dispensing.
- Hydraulic systems: Including radiator, fan drive and power steering as applicable.
- Engine cooling systems: Radiator including core, tanks, and related framework, including surge tank.
- Transmission cooler.

- Passenger seating excluding upholstery.
- Fuel storage and delivery system.
- Surveillance system including cameras and video recorders.
- Intelligent Transportation Systems: including wiring, harnesses, hardware, and associated software systems and components.

Serial Numbers

Upon delivery of each trolley, the Manufacturer shall provide a complete electronic list of serialized units installed on each trolley to facilitate warranty tracking. The list shall include, but is not limited to the following:

- Engine
- Transmission
- Alternator
- Starter
- Drive axle
- Power steering unit
- Fuel cylinders (if applicable)
- Wheelchair ramp/lift (if applicable)

The Manufacturer shall provide updated serial numbers resulting from warranty campaigns. The format of the list shall be approved by the Township prior to delivery of the first production trolley.

Extension of Warranty

If, during the warranty period, repairs or modifications on any trolley are made necessary by defective design, materials, or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, then the applicable warranty period shall be extended by the number of days equal to the delay period.

Voiding of Warranty

The warranty shall not apply to the failure of any part or component of the trolley that directly results from misuse, negligence, accident or repairs not conducted in accordance with the Manufacturer-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 the Township fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended

in the Manufacturer's maintenance manuals and if that omission caused the part or component failure. The Township shall maintain documentation, auditable by the Manufacturer, verifying service activities in conformance with the Manufacturer's maintenance manuals.

Exceptions and Additions to Warranty

The warranty shall not apply to the following items:

- Scheduled maintenance items
- Normal wear-out items
- Items furnished by the Township.

Should the Township require the use of a specific product and has rejected the Manufacturer's request for an alternate product, then the standard Supplier warranty for that product shall be the only warranty provided to the Township. This product will not be eligible under "Fleet Defects," below.

The Manufacturer shall not be required to provide warranty information for any warranty that is less than or equal to the warranty periods listed.

Pass-Through Warranty

Should the Manufacturer elect not to administer warranty claims on certain components and wish to transfer this responsibility to the sub-suppliers, or to others, the Manufacturer shall request this waiver.

Manufacturer shall state in writing that the Township's warranty reimbursements will not be impacted. The Manufacturer also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, the Manufacturer may request approval from the Township to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the Township. Otherwise, the Manufacturer shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of the Manufacturer.

Superior Warranty

The Manufacturer shall pass on to the Township any warranty offered by a component supplier that is superior to that required herein. The Manufacturer shall provide a list to the Township noting the conditions and limitations of the superior warranty no later than the start of production. The Manufacturer shall not administer the superior warranty.

Fleet Defects

Occurrence and Remedy

A fleet defect is defined as cumulative failures of twenty-five (25) percent of the same components in the same or similar application in a minimum fleet size of six (6) or more trolleys where such items are covered

by warranty. A fleet defect shall apply only to the base warranty period in sections entitled “Mission Control System”, “Body and Chassis Structure”, “Complete Trolley,” “Propulsion System” and “Subsystems.” When a fleet defect is declared, the remaining warranty on that item/component stops. The warranty period does not restart until the fleet defect is corrected.

The Manufacturer shall correct a fleet defect under the warranty provisions defined in “Repair Procedures.” After correcting the defect, the Township and the Manufacturer shall mutually agree to, and the Manufacturer shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other trolleys 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 the trolleys in the fleet via a mutually agreed-to arrangement. The Manufacturer shall update, as necessary, technical support information (parts, service, and driver’s manuals) due to changes resulting from warranty repairs. The Township may immediately declare a defect in design resulting in a safety hazard to be a fleet defect. The Manufacturer shall be responsible for furnishing, installing, and replacing all defective units.

Exceptions to Fleet Defect Provisions

The fleet defect warranty provisions shall not apply to the Township-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.

Repair Procedures

Repair Performance

The Manufacturer is responsible for all warranty-covered repair work. To the extent practicable, the Township will allow the Manufacturer or its designated representative to perform such work. At its discretion, the Township 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 Manufacturer.

Repairs by the Manufacturer

If the Township detects a defect within the warranty periods defined in this section, it shall within thirty (30) days notify the Manufacturer’s designated representative. The Manufacturer or its designated representative shall, if requested, begin work on warranty-covered repairs within five (5) calendar days after receiving notification of a defect from the Township.

The Township shall make the trolley available to complete repairs in a timely manner with the Manufacturer’s repair schedule.

The Manufacturer shall provide at its own expense all spare parts, tools, and space required to complete repairs. At the Township’s option, the Manufacturer may be required to remove the trolley from the

Township's property while repairs are being affected. If the trolley is removed from the Township's property, then repair procedures must be diligently pursued by the Manufacturer's representative.

Repairs by the Township

Parts Used

If the Township performs the warranty-covered repairs, then it shall correct or repair the defect and any related defects utilizing parts supplied by the Manufacturer specifically for this repair. At its discretion, the Township may use Manufacturer-specified parts available from its own stock if deemed in its best interests.

Manufacturer-Supplied Parts

The Township may require that the Manufacturer supply parts for warranty-covered repairs being performed by the Township. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to the Township from any source selected by the Manufacturer within fourteen (14) days of receipt of the request for said parts and shall not be subject to a Township handling charge.

Defective Component Return

The Manufacturer may request that parts covered by the warranty be returned to the manufacturing plant. The Manufacturer shall pay the freight costs for this action. Materials should be returned in accordance with the procedures outlined in "Warranty Processing Procedures."

Failure Analysis

The Manufacturer shall, upon specific request of the Township, provide a failure analysis of fleet defect or safety-related parts, or major components, removed from trolleys under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within sixty (60) calendar days of the manufacturer's receipt of failed parts.

Reimbursement for Labor and Other Related Costs

The Township shall be reimbursed by the Manufacturer for labor. The amount shall be determined by the Township for a qualified mechanic at a straight time per hour wage, which includes fringe benefits and overhead adjusted for the Township's most recently published rate in effect at the time the work is performed, plus the cost of towing the trolley if such action was necessary and if the trolley was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the Township's service garage at the time the defect correction is made.

Reimbursement for Parts

The Township shall be reimbursed by the Manufacturer 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 fifteen (15) percent handling costs. Handling costs shall not be paid if parts are supplied by the Manufacturer and shipped to the Township.

Reimbursement Requirements

The Manufacturer shall respond to the warranty claim with an accept/reject decision, in writing, including necessary failure analysis no later than thirty (30) calendar days after the Township submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than thirty (30) calendar days from the date of acceptance of a valid claim. The Township may dispute rejected claims or claims for which the Manufacturer did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

Warranty after Replacement/Repairs

If any component, unit, or subsystem is repaired, rebuilt, or replaced by the Manufacturer or by the Township with the concurrence of the Manufacturer, then the component, unit, or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if Manufacturer-provided or authorized parts are not used for the repair, unless the Manufacturer has failed to respond within five (5) calendar days, in accordance with “Repairs by the Manufacturer.”

If an item is declared to be a fleet defect, then the warranty stops with the declaration of the fleet defect. Once the fleet defect is corrected, the item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each trolley if the Manufacturer completes the repairs or on the date, the Manufacturer provides all parts to the Township.

Warranty Processing Procedures

The following list represents requirements by the Manufacturer to the Township for processing warranty claims. One failure per trolley per claim is allowed.

- Trolley number and VIN
- Total vehicle life mileage at time of repair
- Date of failure/repair
- Acceptance/in-service date
- Manufacturer part number and description
- Component serial number

- Description of failure
- All costs associated with each failure/repair (invoices may be required for third-party costs):
 - Towing (if applicable)
 - Road calls
 - Labor
 - Materials
 - Parts
 - Handling
 - Troubleshooting time

Forms

The Manufacturer will accept the Township's forms if all of the above information is included. Electronic submittal may be used if available between the Manufacturer and the Township.

Manufacturer shall notify the Township if form is incomplete and/or is being rejected due to lack of information within five (5) business days of receipt.

Upon notification of rejection, the Township shall be allowed to correct and/or resubmit forms within a period of time as agreed to by Manufacturer and the Township.

Return of Parts

When returning defective parts to the Manufacturer, the Township shall tag each part with the following:

- Trolley number and VIN
- Claim number
- Part number
- Serial number (if available)

Timeframe

Each claim must be submitted no more than thirty (30) calendar days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Manufacturer, when requested, no more than forty-five (45) calendar days from the date of repair. Manufacturer shall notify the Township if form is incomplete and/or is being rejected due to lack of information within five (5) business days of

receipt. Upon notification of rejection, the Township shall be allowed to correct and/or resubmit forms within a period of time as agreed to by Manufacturer and the Township.

Optional Equipment

The following line items shall be quoted on the price sheet so that the Township can make a final decision on optional equipment not on base order and as it relates to price.

Spare Interior Vintage Seat (one seat for order)

The spare seat will be a fully functional and complete seat assembly that matches the exact seats passenger seat.

Spare Center Head Lamp Assembly (Brass)

The spare vintage center trolley head light is a full assembly that matches the light assembly.

Spare Center Tail Lamp Assembly (Brass)

The spare vintage center trolley taillight is a full assembly that matches the light assembly.

Front and Side Pull Down Shades

Front and side pull down curtain type shades would replace flip down drivers' visors.

Curbside Destination Sign

This will be a full curbside destination sign that will be installed above the curbside passenger window.

Adjustable Brake and Throttle Pedal (Auto pedal)

This is an automatic pedal adjustment mechanism that allows the drivers to move the pedal assembly forward and aft to accommodate different size drivers. The unit will provide a switch that allows the automatic movement of the pedal assembly.

Passenger 110v inverter and 110v outlets

The trolley will be equipped with a 110 volt converter that supplies 110 volts to plugs conveniently located to allow passengers the ability to plug in cell phones and computers.

Voice Annunciation system

The voice annunciation system will call out stops and allow the Driver to record regular announcements without having to utilize the standard PA system.

Gas Leak Detection

The Trolleys will be equipped with a gas leak detection system that warns the driver of a gas leak from the fuel tanks and or fuel piping. The system will warn the driver of such conditions and shut the vehicle down.

Extended Warranty

The Manufacturer will propose an extended warranty cost as detailed in the Complete Trolley Warranty section.

Telematics Remote Diagnostics

The Manufacturer will propose telematics remote diagnostics and the additional cost of WI-FI and the system installation.

On-Board WI-FI

The Manufacturer will offer onboard, publicly accessible WI-FI especially if telematics is installed and utilized.

Wood Seat Cushions

The Manufacturer will offer removable seat cushions for passenger area of the trolley.

Appendix B – Federally Required Contract Clauses

The following clauses will be part of the contract resulting from this solicitation. Please review them carefully. The contract will be in compliance with 2 CFR 200 and include the Contract Clauses included in Appendix II to the Uniform Guidance, listed [here](#).

FOR ALL PROCUREMENTS

i. No Obligation by the Federal Government.

- a. The Woodlands Township 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 Township, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Contractor agrees to include the above clause in each subcontract 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.

ii. Program Fraud and False or Fraudulent Statements or Related Acts.

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

- c. 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.

iii. Access to Records and Reports

- a. In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Township, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. 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.
- c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Township, 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).

iv. Federal Changes

- a. 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 Master Agreement between Township and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

v. Civil Rights Requirements

- a. 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 Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national

origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

i. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 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.
- ii. 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.
- iii. 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.

- b. 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.

vi. Incorporation of Federal Transit Administration (FTA) Terms

- a. 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 [Best Practices Procurement and Lessons Learned Manual, Appendix A Federally Required and Other Model Contract Clauses](#), 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 Township requests which would cause the Township to be in violation of the FTA terms and conditions.

vii. Energy Conservation Requirements

- a. 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.
- b. As authorized by the State of Texas, The Texas State Energy Conservation Office (SECO) has adopted the most recent edition of the International Energy Conservation Code (IECC) without amendment for new buildings or additions only. The Contractor shall design the facility in accordance with 2015 IECC.

viii. Disadvantaged Business Enterprise (DBE)

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26; Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is **3**%. A separate contract goal has not been established for this Contract.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Township deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the

Contractor's receipt of payment for that work from the Township. In addition, the Contractor may not hold retainage from its Subcontractors.

- d. The Contractor must promptly notify the Township, whenever a DBE Subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE Subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Township.
- e. **The Contractor must complete the attached Certification Forms at the end of these clauses.**

ix. Fly America (for procurements involving foreign transport or travel by air)

- a. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and 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.
- b. The Contractor also agrees to include any applicable requirements in each subcontract involving international air transportation financed in whole or in part with Federal assistance provided by FTA.

x. Cargo Preference

- a. The Contractor agrees 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.
- b. The Contractor agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market

Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.).

- c. The Contractor agrees to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

xi. Contract Work Hours and Safety Standards Act

- a. Overtime requirements - No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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.
- b. 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.
- c. Withholding for unpaid wages and liquidated damages - The Woodlands Township 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.
- d. 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.

xii. ADA Accessibility

- a. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.
- c. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.
- d. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.
- e. The Contractor and all Subcontractors shall adhere to any applicable ADA Accessibility requirements from the following:

 - i. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, U.S. DOT regulation.
 - ii. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA), U.S. DOT regulation.
 - iii. 49 CFR Part 38 and 36 C.F.R. Part 1192 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulation.
 - iv. 28 C.F.R. Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services, U.S. DOJ regulation.
 - v. 28 C.F.R. Part 36 – Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, U.S. DOJ regulation.

- vi. 41 C.F.R. Subpart 101-19 – Accommodations for the Physically Handicapped, U.S. General Services Administration (U.S. GSA) regulation".
- vii. 29 C.F.R. Part 1630 – Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, U.S. EEOC.
- viii. 47 C.F.R. Part 64, Subpart F – Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, U.S. Federal Communications Commission regulation.
- ix. 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, U.S. ATBCB regulation.
- x. 49 C.F.R. Part 609 – Transportation for Elderly and Handicapped Persons, FTA regulation.
- xi. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

xiii. Prohibition on Certain Telecommunications and Video Surveillance Service or Equipment

- a. Contractors are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- iv. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment **and services, and to ensure that communications service to users and customers is sustained.**
- v. Contractor hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from procuring certain “covered telecommunications equipment or services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition. Contractors represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the Township that would cause the Agency to be in violation of the prohibition contained in the Act.

Prohibition on Certain Telecommunications Certification

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

xiv. Trafficking in Persons

- a. Contractor agrees that it and its employees that participate in the contract, may not: Engage in severe forms of trafficking in persons during the period of time the contract is in effect, procure a commercial sex act during the period of time that the contract is in effect, or use forced labor in the performance of the contract or subcontracts thereunder. Contractor will inform Agency immediately of any information it receives from any source alleging a violation of the prohibitions listed in section.

xv. Federal Tax Liability and Recent Felony Conviction

- a. The contractor hereby certifies the following:
 - i. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
 - ii. Agrees to require all subcontractors to provide this certification and to flow this requirement down to participants at all lower tiers, without regard to the value of any subcontract.

Federal Tax Liability Certification

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

xvi. Seat Belt Use

- a. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, companyA-60 rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the Township.

xvii. Distracted Driving, including Text Messaging While Driving

- a. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

xviii. No Assignment

- a. Any Contract resulting from or related to this solicitation and all rights and obligations thereunder are non-assignable in whole or in part by Contractor without the prior express written consent of the Township, and any attempted assignment without such consent shall constitute a material default of Contractor under the underlying contract and may be considered void for all purposes at the election of the Township.

xix. Protests

- a. *Pre-Bid Protests*: Protests pertaining to the scope of services, bid forms, provisions, terms, conditions, proposed form of procurement or addenda must be submitted in writing to the Township's Contracting Officer within five (5) business days prior to the bid due date. Protests must be supported by sufficient written information to enable the protest to be considered. A protest or objection will not be considered if it is insufficiently supported, or it is not received within the time limits specified herein.
 - i. Protests based upon restrictive specifications, alleged improprieties or other similar situations prior to the submittal deadline as stated herein must be submitted in writing to the Township's Contracting Officer within five (5) business days prior to the submittal due date.
- b. *Post-Award Protests*: Protests resulting from the award of a contract through the RFP procedure must be made in writing to the Township's Contracting Officer within three (3) working days of the letter of non-selection to the prospective offeror. The protest must outline the specific portion of the specification or bid procedure that had been violated. Untimely or late protests will not be considered.
 - i. Protests by an interested party regarding this procurement shall be made in accordance with Chapter 2155 of the Texas Government Code. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) or the U.S. Department of Transportation pursuant to the procedures provided in FTA Circular 4220.1F. Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 or

Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23.

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

Contracting Officer Contact:

The Woodlands Township
Monique Sharp, President/CEO
2801 Technology Forest Blvd.
The Woodlands, TX 77381

FOR PROCUREMENTS OVER \$10,000

xx. Termination

- a. Termination for Convenience (General Provision) The Township may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close- out costs, and profit from work performed up to the time of termination. The Contractor shall promptly submit its termination claim to The Township to be paid the Contractor. If the Contractor has any property in its possession belonging to The Township, the Contractor will account for the same, and dispose of it in the manner The Township directs.
- b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Township may terminate this contract for default. Termination shall be affected by serving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- c. If it is later determined by the Township that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Township, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- d. Opportunity to Cure (General Provision) the Township in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fifteen (15) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
- e. If Contractor fails to remedy to Township's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Township setting forth the nature of said breach or default, Township shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Township from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- f. Waiver of Remedies for any Breach In the event that Township elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Township shall not limit Township's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- g. Termination for Convenience (Professional or Transit Service Contracts) The Township, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Township shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- h. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Township may terminate this contract for default. The Township shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
- i. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Township.

xxi. Recycled Products

- a. If the Contractor procures \$10,000 or more of one of the Environmental Protection Agency designated items in a fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using Federal funds, the Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40

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

FOR PROCUREMENTS OVER \$25,000

xxii. Government-Wide Debarment and Suspension

- a. This contract is a covered transaction for the 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.
- b. 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.
- c. By signing this agreement, Contractor certifies as follows:
 - i. The certification in this clause is a material representation of fact relied upon by The Woodlands Township. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Township, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Suspension and Debarment Certification

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

FOR PROCUREMENTS OVER \$100,000

xxiii. Lobbying Restrictions

- a. 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.
- b. 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.)]
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Township's Contractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

Lobbying Certification

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

FOR PROCUREMENTS OVER \$150,000

xxiv. Breaches and Dispute Resolution

- a. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by The Woodlands Township's President/General Manager. 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 President/General Manager. 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 President/General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.
- b. Performance During Dispute - Unless otherwise directed by the Township, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. 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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the Township 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 the Township is located.
- e. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Township, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

xxv. Clean Air

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Township and understands and agrees that the

Township will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- b.** The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

xxvi. Clean Water Requirements

- a.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Township and understands and agrees that the Township will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b.** The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

PROCUREMENT CLAUSES SPECIFIC FOR ROLLING STOCK PROJECTS

The following clauses will be part of the contract resulting from this solicitation as it relates to the rolling stock purchase. Please review them carefully.

I. Bus Testing

1. The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or A-15 components, and that the bus model has achieved a passing score. Upon completion of the testing, the Contractor shall obtain a copy of the bus testing reports from the driver of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

II. Pre-Award and Post-Delivery Audit Requirements

1. The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

I. Buy America (For Rolling Stock purchases over \$150,000)

1. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.
2. A Contractor must submit to the FTA recipient the appropriate Buy America certification with all proposals or offers on FTA-funded contracts, except those subject to a general waiver. Responses, proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.
3. With the implementation of the Fixing America's Surface Transportation (FAST) Act, new requirements for domestic content are phased in based on the date of delivery of the rolling stock. The increased domestic content percentage requirement for rolling stock for:
 - a. FY16 & FY17 is more than 60% domestic content;
 - b. FY18 & FY19 is more than 65% domestic content; and
 - c. FY20 & beyond is more than 70% domestic content.
4. For rolling stock purchases for which the average cost of the vehicle is more than \$300,000, the FAST Act allows the cost of steel or iron produced in the U.S. and used in the rolling stock frames or car shells to be included in the domestic content calculation, regardless of whether the frame or car shell is produced in the U.S.
5. FTA does not require the inclusion of these requirements in subcontracts.

Buy America Certification

Certification requirement for procurement of steel, iron, or manufactured products OR bus, other rolling stock, or associated equipment.

NOTE: Only one of the following Certifications should be signed, not both.

Certificate of Compliance

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

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

CONTRACTOR: _____

Certificate of Non-Compliance

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 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 pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 C.F.R. 661.7.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

CONTRACTOR: _____

Exhibit C – State Required Certifications

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. <div style="border-bottom: 1px solid black; width: 80%; margin: 5px auto;"></div> <div style="text-align: center; font-size: small;">Name of Officer</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="border-bottom: 1px solid black; width: 45%;"></div> <div style="border-bottom: 1px solid black; width: 45%;"></div> </div> <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 2px;"> Signature of vendor doing business with the governmental entity Date </div> </div>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or

- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

- (B) that the vendor has given one or more gifts described by Subsection (a); or

- (C) of a family relationship with a local government officer.

Delinquent State Business Tax Certification Form

All Bidders shall certify that Bidder is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.

DATE: _____

PROPOSER: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

House Bill 89 Verification

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____ (hereinafter referred to as Company) **being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- a) Does not boycott Israel currently; and
- b) Will not boycott Israel during the term of the contract the above-named Company, business or individual with The Woodlands Township.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE
STATE OF _____ § COUNTY OF _____

SIGNATURE OF COMPANY REPRESENTATIVE

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

[PLACE NOTARY SEAL BELOW]

NOTARY PUBLIC Signature in and for the State of Texas

Exhibit D – Vehicle Specification Certifications

FMVSS Certification – 49 CFR 571 Part D

Check all applicable standard numbers or provide documentation addressing the relevant requirements.

NUMBER	X	TITLE	NUMBER	X	TITLE
101		Controls and displays #*	102		Transmission shift lever sequence, starter, interlock, transmission braking effect #*
103		Windshield defrost and defogging system #*	104		Windshield wiping and washing system
105		Hydraulic brake system #*	106		Brake hoses #*
107		[Reserved]	108		Lamps, reflective devices, and associated equipment #*
109		New pneumatic tires #	110		Tire selection and rims #
111		Rearview mirrors #*	112		[Reserved]
113		Hood latch system #*	114		Theft protection (not for walk-in vans) #
115		[Reserved] Requirements moved to Part 565—Vehicle Identification Number	116		Motor vehicle brake fluids #*
117		Retreaded pneumatic tires (to be used on rear wheels only) #	118		Power-operated window, partition, roof panel system (GVWR<10K) #
119		New pneumatic tires for vehicles other than passenger cars *	120		Tire selection & rims for vehicles other than passenger cars *
121		Air brake system *	124		Accelerator control system #*
129		New non-pneumatic tires for passenger cars #	138		Tire Pressure Monitoring Systems @#
139		New Pneumatic Radial Tires for Light Vehicles *#	201		Occupant protection in interior impact #@
202		Head restraints #@	203		Impact protection for driver steering control system #@
204		Steering control rearward displace (not walk-in vans) #*	205		Glazing materials #*
206		Doors, locks, and door retention components #	207		Seating system #*
208		Occupant crash protection #*	209		Seat belt assemblies #*
210		Seat belt assembly anchorages #@	211		[Reserved]
212		Windshield mounting #@	213		Child restraint system #*
214		Side impact protection (not walk-in vans) #@	217		Bus emergency exits/window retention & release *
219		Windshield zone intrusion #@	225		Child Restraint Anchorage Systems @#
301		Fuel system integrity (+School Bus>10K GVWR) #@	302		Flammability of interior materials *#
403		Platform lift systems for motor vehicles *	404		Platform lift installations in motor vehicles *

* Bus

@ Bus with GVWR below 10,000 lbs.

Passenger Car

The undersigned Contractor hereby certifies that all vehicles furnished meet the FMVSS IAW 49 CFR 571.

CONTRACTOR	DATE
NAME / TITLE	SIGNATURE

Bus Testing Certification Form

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned certifies that the vehicle offered in this procurement complies with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR Part 665, according to the indicated one of the following three alternatives.

Mark one and only one of the three alternatives with an "X".

____ 1. The buses offered herewith were tested in accordance with 49 CFR 665 on _____ (DATE). The vehicles being sold should have identical configuration and major components as the vehicle in the test report, which must be submitted with this Offer. If the configuration or components are not identical, the manufacturer shall provide with its Offer a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

____ 2. 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) and submits with this Offer the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

____ 3. The vehicle is a new model and will be tested and the results will be submitted to the Procuring Agency prior to acceptance of the first bus.

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: _____

PROPOSER: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Transit Vehicle Manufacturer's (TVM) DBE Participation Certification of Compliance

This procurement is subject to the provisions of 49 CFR 26.49. Accordingly, as a condition of permission to propose, the following certification must be completed and submitted with the Proposal. A Proposal which does not include the certification will not be considered.

_____ (Contractor), a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR 26.49 by submitting a current annual disadvantaged business enterprise (DBE) goal to the Federal Transit Administration (FTA). The goals apply to Federal Fiscal Year _____ (October 1, 20__ to September 30, 20__ and have been approved or not disapproved by the FTA.

_____ (Contractor) hereby certifies that the manufacturing of the transit vehicle to be supplied, _____, has complied with the above-referenced requirement of 49 CFR 26.49.

DATE: _____

PROPOSER: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Domestic Content Worksheet

Typical components of buses from Appendix B to 49 CFR Sec. 661.11, an itemized component listing from the manufacturer that verifies compliance with the Buy America Provisions may be submitted in lieu of this form.

COMPONENTS	% DOMESTIC	X % VALUE	= DOMESTIC VALUE
1. Engines			
2. Transmissions			
3. Front axle assemblies			
4. Rear axle assemblies			
5. Drive shaft assemblies			
6. Front suspension assemblies			
7. Rear suspension assemblies			
8. Air compressor and pneumatic systems			
9. Generator, alternator & electrical systems			
10. Steering system assemblies			
11. Front and rear air brake assemblies			
12. Air conditioning compressor assemblies			
13. Air conditioning evaporator/condenser assemblies			
14. Heating systems			
15. Passenger seats			
16. Driver's seat assemblies			
17. Window assemblies			
18. Entrance and exit door assemblies			
19. Door control systems			
20. Destination sign assemblies			
21. Interior lighting assemblies			

22. Front and rear end cap assemblies			
23. Front and rear bumper assemblies			
24. Specialty steel (structural steel tubing etc.) and aluminum extrusions			
25. Aluminum, steel or fiberglass exterior panels and interior trim			
26. Flooring and floor coverings			
TOTAL DOMESTIC CONTENT OF COMPONENTS (%)			

CONSTRUCTION ACTIVITIES (Describe activities)	
Location of Construction Activities:	% of Domestic Construction Activities:

Vehicle Manufacturer	Model	Model Year
Contractor	Signature	Date

Warranty Service Support

The name and address of the Texas servicing dealer nearest the free on board (FOB) point that will perform the warranty work for the buses and major component and subcomponents (complete one form per component):

NAME OF FIRM
ADDRESS
TELEPHONE
NAME OF INDIVIDUAL TO CONTACT FOR WARRANTY

The agency may contact the vendor below for assistance in warranty administration.

NAME OF FIRM
ADDRESS
TELEPHONE

Safety Certification

_____ (Contractor) hereby certifies that the vehicles offered in this Contract comply with the Motor Vehicle Safety Standard as established by the Department of Transportation and with requirements of the laws of the State of Texas, all as are in effect at the time of delivery of the vehicles, as to lighting equipment and all warning, operating and safety devices.

If the requirements of this section change between the date of the contract and the date of manufacture or delivery, any additional costs or cost reductions resulting from such changes will be negotiated to the mutual satisfaction of the Township and the Contractor.

DATE: _____

PROPOSER: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Service and Parts Support Data

Location of nearest Technical Service Representative to The Woodlands, Texas

NAME: _____

ADDRESS: _____

TELEPHONE: _____

Respondent/Contractor to describe technical services readily available from said representative.

Location of nearest Parts Distribution Center to The Woodlands, Texas

NAME: _____

ADDRESS: _____

TELEPHONE: _____

Respondent/Contractor shall describe the extent of parts available at the distribution center.

Policy for delivery of parts and components not covered under warranty.

REGULAR METHOD OF SHIPMENT: _____

COST TO THE TOWNSHIP: _____

PROPOSER: _____

SIGNATURE: _____

Exhibit E – Addendum Acknowledgement

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <http://www.thewoodlandstownship-tx.gov/bids>.

Addenda #1 _____ Date Received _____/_____/2024
MM DD

Addenda #2 _____ Date Received _____/_____/2024
MM DD

Addenda #3 _____ Date Received _____/_____/2024
MM DD

Exhibit F – References

Please provide information from three (3) references of similar work scope, representing experience within the past two (2) years:

1. Agency/Company: _____

Contact Name: _____

Contact Phone: _____

Vehicles delivered: _____

2. Agency/Company: _____

Contact Name: _____

Contact Phone: _____

Vehicles delivered: _____

3. Agency/Company: _____

Contact Name: _____

Contact Phone: _____

Vehicles delivered: _____

Exhibit G – Statement of Qualifications

DATE SUBMITTED _____

All questions must be answered, and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Firm may submit any additional information that is pertinent.

1. Name of Firm - _____
2. Permanent main office address - _____
3. If a corporation, where incorporated - _____
4. How many years have you been engaged in the vehicle manufacturing business? Under what firm or trade names and how long under each?

5. Contracts on hand (show gross dollar amount of each contract and the anticipated date of completion):

6. Are you licensed as Contractor in the State of Texas?
Yes_____ No_____ If "Yes", please provide Contractor numbers?

7. General character of work performed by your firm - _____
8. Has your firm ever failed to complete any work awarded to you?
Yes_____ No_____ If "Yes", where and why?

9. Has your firm ever defaulted on a contract?
Yes____ No____ If "Yes", where and why?

10. List 5 projects of similar size and scope:

	Firm	Name	Contract	Value	Contact Information
1.	<hr/>				
2.	<hr/>				
3.	<hr/>				
4.	<hr/>				
5.	<hr/>				

11. Are any lawsuits pending against you or your firm at this time?
Yes____ No____ If "Yes", PROVIDE DETAILS.

12. Have any charges been filed against you or your firm or the bidding entity with the Texas Office of Contract Compliance, the Equal Opportunity Commission, the State of Texas Civil Rights Commission, or any other similarly constituted entity charges by any state or local government with the enforcement of anti-discrimination legislation or regulations?
Yes____ No____ If "Yes", PROVIDE DETAILS.

13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Associations in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED AT _____, this ____ day of _____, 20____.

(Name of Bidder)

By _____

(Signature)

Title _____

Exhibit H – Subcontractors

LIST OF SUBCONTRACTORS (Required with Bid Submittal)

Please list all subcontractors to be used and work that they will perform as part of this bid. Bidder certifies that all Subcontractors listed are eligible and legally able to perform the Work.

Subcontractor's Name

Subcontractor's Type of Work

If no Subcontractors are to be used, please mark this page with the words NO SUBCONTRACTORS WILL BE USED

The Contractor whose Bid is accepted shall not substitute for a Subcontractor who is named herein, without written approval from The Woodlands Township.

Exhibit I – Insurance Requirements

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Township in the minimum amounts outlined below:

- a. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- b. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
 - (1) XCU Coverage,
 - (2) Contractual Liability Coverage,
 - (3) Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
 - (4) (X), (C) and (U) exclusions shall be removed.
- c. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives, or subcontractors.
- d. Contractor shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. The Woodlands Township accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- e. All insurance policies required by this Section 7 shall contain a clause waiving any right of subrogation against The Woodlands Township. Insurance policies under (b), and (c), shall include The Woodlands Township as an additional insured.
- f. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

- (1). The Woodlands Township shall be named as an additional insured with respect to General Liability and Automobile Liability.
- (2). All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- (3). A waiver of subrogation in favor of The Woodlands Township shall be contained in the Workers Compensation and all liability policies.
- (4). All insurance policies shall be endorsed to require the insurer to immediately notify The Woodlands Township of any material change in the insurance coverage.
- (5). All insurance policies shall be endorsed to the effect that The Woodlands Township will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
- (6). All insurance policies, which name The Woodlands Township as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (7). Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (8). Contractor may maintain reasonable and customary deductibles, subject to approval by The Woodlands Township.
- (9). Insurance must be purchased from insurers that are financially acceptable to The Woodlands Township.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to The Woodlands Township.
- c. All contractors and subcontractors must meet minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

Exhibit J – Price Proposal Form

PLEASE INCLUDE A SEPARATE BREAKDOWN OF THE ITEM COSTS TO DEVELOP THE UNIT PRICE OF ONE TROLLEY.

Item Description	Make/Model	Quantity	Unit Price	Total
Replica Trolley Vehicle		6		
Option #1 – One Trolley		1		
Option #2 – One Trolley		1		
Option #3 – One Trolley		1		
Option #4 – One Trolley		1		
Option #5 – One Trolley		1		

If ordered more than 6 months after initial six vehicle order, optional trolleys will have an inflation percentage of **2.2%** per year based off of the Bureau of Labor Statistics Producer Price Index from September 2022 to September 2023.

A. BUS MANUFACTURER: _____

B. BUS MODEL NUMBER: _____

C. DIMENSIONS

a. Overall length: _____

i. Over bumpers: _____ ft. _____ in.

ii. Over body: _____ ft. _____ in.

b. Overall width options

i. Over body excluding mirrors: _____ in.

ii. Over body including mirrors: _____ in.

iii. Over tires: _____ in.

c. Overall height

i. Maximum: _____ in.

ii. Main roof line: _____ in.

d. Steps

i. Number _____

ii. Step load capacity _____ lbs.

iii. Step height and depth (measured at center of step)

1. From ground to first step: _____ in.

2. Depth: _____ in.

e. Underbody Clearance _____ in.

f. Floor height above ground (at door) _____ in.

g. Interior head room (center of aisle) _____ in.

h. Aisle width _____ in.

i. WEIGHT OF BUS Full Complement of fuel, oil, water At GWVR

i. On front axle: _____ lbs. _____ lbs.

ii. On rear axle: _____ lbs. _____ lbs.

iii. Total: _____ lbs. _____ lbs.

Optional Items

Item Description	Make/Model	Quantity	Unit Price	Total
Spare Interior Vintage Spare Seat (one seat for order)		6		
Spare Center Head Lamp Assembly (Brass)		6		

Spare Center Tail Lamp Assembly (Brass)		6		
Polished Aluminum Alcoa Wheels (including one spare)		6		
Front and Side Pull Down Shades		6		
CS Destination Sign		6		
Adjustable Brake and Throttle Pedal (Auto pedal)		6		
Passenger 110v inverter and 110v outlets		6		
Voice Annunciation system		6		
Gas Leak Detection		6		
Extended Warranty		1		
Telematics Remote Diagnostics		1		
On-Board WI-FI		6		
Wood Seat Cushions		6		

DATE: _____

PROPOSER: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Exhibit K – Form for Proposal Deviations

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviations) in the proposal according to “Conditions, Exceptions, Reservations and Understandings”.

DEVIATION #: _____ RESPONDENT/ CONTRACTOR: _____

SOLICITATION REF: _____ PAGE: _____ SECTION: _____

COMPLETE DESCRIPTION OF DEVIATIONS: _____

RATIONALE: _____

Exhibit L – Contractor Post-Delivery Certifications

This checklist will be used to ensure that all required procurement certifications listed within have been read, initialed, and signed by the Respondent/Contractor before the vehicle(s) are accepted. All certifications listed below follow this checklist.

Respondent/Contractor's Initials:

- | | |
|--|-------|
| 1. Buy America Certification | _____ |
| 2. FMVSS Certification | _____ |
| 3. Domestic Content Worksheet | _____ |
| 4. Motor Vehicle Safety Pollution Requirements Certification | _____ |

I HEREBY ATTEST THAT FEDERALLY REQUIRED CONTRACT CLAUSES INCLUDED HEREIN WERE READ AND MY INITIALS ABOVE INDICATE THAT EACH ITEM WAS PROPERLY PREPARED AND EXECUTED.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR: _____

Buy America Certification

Certification requirement for procurement of steel, iron, or manufactured products OR bus, other rolling stock, or associated equipment.

***NOTE:** Only one of the following Certifications should be signed, not both.*

Certificate of Compliance

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

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

CONTRACTOR: _____

Certificate of Non-Compliance

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 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 pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 C.F.R. 661.7.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

CONTRACTOR: _____

FMVSS Certification

Check all applicable standard numbers or provide documentation addressing the relevant requirements.

NUMBER	X	TITLE	NUMBER	X	TITLE
101		Controls and displays #*	102		Transmission shift lever sequence, starter, interlock, transmission braking effect #*
103		Windshield defrost and defogging system #*	104		Windshield wiping and washing system
105		Hydraulic brake system #*	106		Brake hoses #*
107		[Reserved]	108		Lamps, reflective devices, and associated equipment #*
109		New pneumatic tires #	110		Tire selection and rims #
111		Rearview mirrors #*	112		[Reserved]
113		Hood latch system #*	114		Theft protection (not for walk-in vans) #
115		[Reserved] Requirements moved to Part 565—Vehicle Identification Number	116		Motor vehicle brake fluids #*
117		Retreaded pneumatic tires (to be used on rear wheels only) #	118		Power-operated window, partition, roof panel system (GVWR<10K) #
119		New pneumatic tires for vehicles other than passenger cars *	120		Tire selection & rims for vehicles other than passenger cars *
121		Air brake system *	124		Accelerator control system #*
129		New non-pneumatic tires for passenger cars #	138		Tire Pressure Monitoring Systems @#
139		New Pneumatic Radial Tires for Light Vehicles *#	201		Occupant protection in interior impact #@
202		Head restraints #@	203		Impact protection for driver steering control system #@
204		Steering control rearward displace (not walk-in vans) #*	205		Glazing materials #*
206		Doors, locks, and door retention components #	207		Seating system #*
208		Occupant crash protection #*	209		Seat belt assemblies #*
210		Seat belt assembly anchorages #@	211		[Reserved]
212		Windshield mounting #@	213		Child restraint system #*
214		Side impact protection (not walk-in vans) #@	217		Bus emergency exits/window retention & release *
219		Windshield zone intrusion #@	225		Child Restraint Anchorage Systems @#
301		Fuel system integrity (+School Bus>10K GVWR) #@	302		Flammability of interior materials *#
403		Platform lift systems for motor vehicles *	404		Platform lift installations in motor vehicles *

* Bus

@ Bus with GVWR below 10,000 lbs.

Passenger Car

The undersigned Contractor hereby certifies that all vehicles furnished meet the FMVSS IAW 49 CFR 571.

CONTRACTOR	DATE
NAME / TITLE	SIGNATURE

Domestic Content Worksheet

Typical components of buses from Appendix B to 49 CFR Sec. 661.11, an itemized component listing from the manufacturer that verifies compliance with the Buy America Provisions may be submitted in lieu of this form.

COMPONENTS	% DOMESTIC	X % VALUE	= DOMESTIC VALUE
27. Engines			
28. Transmissions			
29. Front axle assemblies			
30. Rear axle assemblies			
31. Drive shaft assemblies			
32. Front suspension assemblies			
33. Rear suspension assemblies			
34. Air compressor and pneumatic systems			
35. Generator, alternator & electrical systems			
36. Steering system assemblies			
37. Front and rear air brake assemblies			
38. Air conditioning compressor assemblies			
39. Air conditioning evaporator/condenser assemblies			
40. Heating systems			
41. Passenger seats			
42. Driver's seat assemblies			
43. Window assemblies			
44. Entrance and exit door assemblies			
45. Door control systems			
46. Destination sign assemblies			
47. Interior lighting assemblies			

48. Front and rear end cap assemblies			
49. Front and rear bumper assemblies			
50. Specialty steel (structural steel tubing etc.) and aluminum extrusions			
51. Aluminum, steel or fiberglass exterior panels and interior trim			
52. Flooring and floor coverings			
TOTAL DOMESTIC CONTENT OF COMPONENTS (%)			

CONSTRUCTION ACTIVITIES (Describe activities)	
Location of Construction Activities:	% of Domestic Construction Activities:

Vehicle Manufacturer	Model	Model Year
Contractor	Signature	Date

Motor Vehicle Safety Pollution Requirements Certification

The Respondent/Contractor will certify in writing on delivery of each vehicle to the Township under contract, that it meets the U.S. Environmental Protection Agency emission standards as of date of manufacture. Also, the contractor will furnish certification in writing that each vehicle delivered meets the following:

- The horsepower of the vehicle is adequate for the speed, range, and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment.
- All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
- Visible emissions from the exhaust pipe will not exceed #1 on the Ringlemann Scale when measured at a point 6" from the tail pipe with the vehicle in a steady state of operation.
- When the vehicle has been idled for three minutes and then accelerated to 80 percent of rated speed under load, the capacity of the exhaust will not exceed #2 on the Ringlemann Scale for more than five seconds, and not more than #1 on the Ringlemann Scale thereafter.
- Automatic transmission provided is of adequate strength and capacity to perform under the frequent start-stop duty cycle anticipated.

The Respondent/Contractor has obtained the necessary certification and approval of the bus engine by the U.S. Environmental Protection Agency.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

CONTRACTOR: _____